

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MARCH 23, 2021

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

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

TIME: 6:15 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, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.2 Educational Services: None. | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Leave of Absence Requests for Certificated Employees:
#UC-1244, #UC-1245, #UC-1246, #UC-1247, #UC-1248, #UC-1249,
#UC-1250, #UC-1251, #UC-1252, #UC-1253, #UC-1254, #UC-1255,
#UC-1256, #UC-1257, and #UC-1258. Pursuant to Article XX | |
| | Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3.2 Consider Non-Paid Leave of Absence for Certificated Employee #UC-1259, Pursuant to Article XX | |

- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.3** Consider Paid and Non-Paid Leave of Absence for Certificated Employee #UC-1260, Pursuant to Article XX
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.4** Consider Non-Paid Leave of Absence for Classified Employee #UCL-400, 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-401, Pursuant to Article XXIII
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.6** Consider Public Employee/Employment/Discipline/Dismissal/Release
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.7** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a** Report Out of Action Taken on Consider Leave of Absence Requests for
- 3.3.1** Certificated Employees: #UC-1244, #UC-1245, #UC-1246, #UC-1247, #UC-1248, #UC-1249, #UC-1250, #UC-1251, #UC-1252, #UC-1253, #UC-1254, #UC-1255, #UC-1256, #UC-1257, and #UC-1258. Pursuant to Article XX
- Action:** **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6b** Report Out of Action Taken on Consider Non-Paid Leave of Absence for
- 3.3.2** Certificated Employee #UC-1259, Pursuant to Article XX
- Action:** **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6c** Report Out of Action Taken on Consider Paid and Non-Paid Leave of Absence
- 3.3.3** for Certificated Employee #UC-1260, Pursuant to Article XX
- Action:** **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6d** Report Out of Action Taken on Consider Non-Paid Leave of Absence
- 3.3.4** for Classified Employee #UCL-400, Pursuant to Article XXIII
- Action:** **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6e** Report Out of Action Taken on Consider Non-Paid Leave of Absence for
- 3.3.5** Classified Employee #UCL-401, Pursuant to Article XXIII
- Action:** **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

7. Approve Regular Minutes of March 9, 2021

1-5

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

8. Student Representative Reports:

8.1 Video Presentations by Tracy High: Sophia Alejandre; West High: Kaitlyn Durant and Gianna Uribe; Kimball High: Julian Steffens; and Alternative Ed Campus: Aime Valencia Munoz.

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
 - 9.1 Recognize the Outstanding Employees of the Winter Term for the 2020-2021 School Year 6
 - 9.2 McKinley Elementary School Presentation
 - 9.3 George Kelly School Presentation
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
 - 10.1 **Administrative & Business Services:** None.
 - 10.2 **Educational Services:**
 - 10.2.1 Receive Report on San Joaquin County COVID19
 - 10.2.2 Receive Information on Reopening Schools PreK-6 7
 - 10.2.3 Receive Report on Proposed Instructional Materials for International Baccalaureate Mathematics at Tracy High School 8-9
 - 10.2.4 Receive Report on 2021-2024 LCAP Process
 - 10.2.5 Receive Information on Grade 4/5 2021-2022 Report Grade Reporting 10
 - 10.2.6 Receive Report on Options to Reopen 7-12 Schools
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
12. **PUBLIC HEARING:**
 - 12.1 **Administrative & Business Services:** None.
 - 12.2 **Educational Services:**
 - 12.2.1 Conduct a Public Hearing Regarding the Approval of the Waiver Request for Non Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022 11
 - 12.3 **Human Resources:**
 - 12.3.1 Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) 12
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent __; Abstain__.

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

 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Approve Accounts Payable Warrants (February, 2021) 13

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	14-15
13.1.3	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year	16-17
13.1.4	Approve Payroll Reports (February, 2021)	18-22
13.1.5	Approve Revolving Cash Fund Reports (February, 2021)	23-24
13.1.6	Approve Entertainment, Assembly, Service, Business and Food Vendors	25-29

13.2 Educational Services:

13.2.1	Approve Increase to Existing Master Contract with Nonpublic Agency-360 Degree Customer, Inc.	30
13.2.2	Ratify the Services of Curative testing to Conduct State Mandated COVID-19 Self-Administered Oral PCR Testing for All Three High School's Student Athletes in TUSD Participating in a Football Competition on March 13, 2021 at THS	31-35
13.2.3	Ratify the Services of Med-Mobile Testing to Conduct State Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating in Football and Water Polo Competitions at All Three comprehensive High Schools in TUSD	36-39

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	40-41
13.3.2	Approve Classified, Certificated, and/or Management Employment	42-43
13.3.3	Approve the Revised Instructional Calendars and Calendar Listings for Certificated and Classified for the 2021-2022 year	45-47
13.3.4	Approve the Instructional Calendars for 2022-23, 2023-24, & 2024-25	48-51

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

14.1 Administrative & Business Services:

14.1.1	Adopt Resolution 20-17 Authorizing Settlement of Insurance Claims	52-53
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	

14.2 Educational Services:

14.2.1	Adopt Revised Board Policy and Acknowledge Administrative Regulation 5142.52 Suicide Prevention for the 2020-2021 School Year (Second Reading)	54-60
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.2	Approve Waiver Request for Non Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022	61
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.3	Consider and Approve Options to Reopen 7-12 Schools	62
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	

14.3 Human Resources

14.3.1 Approve Tentative Agreements with the California School Employees Association (Separate Cover Item) **63**

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

14.3.2 Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2021-2022 School Year and Submit it for Negotiations (Separate Cover Item) **64**

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

14.3.3 Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2021-2022 School Year **65-66**

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

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

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

17. Board Meeting Calendar:

17.1 April 27, 2021

17.2 May 11, 2021

17.3 May 25, 2021

18. Upcoming Events:

18.1 April 2-9, 2021

No School, Spring Break

18.2 May 28, 2021

Last Day of School

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, March 9, 2021**

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

- 615 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:04 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Consider Non-Paid Leave of Absence for Certificated Employee #UC-1241, Pursuant to Article XX
- 3.3.1** 1241, Pursuant to Article XX
- Action:** Approved. Erskine, Souza. **Vote:** Yes-7; No-0. ____
- 6b** Approve the Non-Reelection of Probationary Certificated Employees
- 3.3.2** UC#-1243 Pursuant to Education Code Section 44929.21(b)
- Action:** This item was pulled. **Vote:** None.
- 6c** Consider Paid Leave of Absence for Classified Employee #UCL-397,
- 3.3.3** Pursuant to Article XXIII
- Action:** Approved. Erskine, Blanco. **Vote:** Yes-7; No-0.
- 6d** Approve Resolution 20-15, Authorizing the Release of Temporary
- 3.3.4** Certificated Employees for the 2021-2022 School Year pursuant to the terms of the individual Temporary contracts as supported by Education Code Sections 44920 and 44954
- Action:** Erskine, Souza. **Vote:** Yes-6; No-1(Hoffert)
- 6e** Consider Non-Paid Leave of Absence for Classified Employee
- 3.3.5** #UCL-398, Pursuant to Article XXIII
- Action** Denied. Abercrombie, Souza. Motion Failed
- Vote:** Yes-3; No-4(Blanco, Erskine, Alexander, Hoffert. Approved. Blanco, Alexander. Motion Passed.
- Vote:** Yes: 4 (Blanco, Alexander, Erskine, Hoffert); No-3 (Abercrombie, Souza, Kaur)
- Minutes:** 7. Approve Regular Minutes of February 23, 2021
- Action:** Abercrombie, Blanco. **Vote:** Yes7-; No-0.

Visitors:	None. Meeting was live streamed via Microsoft Teams.
Student Rep Reports:	8. None.
Recognition & Presentations:	<p>9.1 Recognize the Outstanding Employees of the Winter Term for the 2020-2021 School Year This item was pulled and will be on the next agenda.</p> <p>9.2 Williams Middle School Presentation Principal, Miguel Romo, and assistant principal, Brittani Ryan, presented a video on highlights of the year. Their focus is on social/emotional learning. In September they had a student attendance challenge and also a stand up against bullying event. Students also will receive Second Step lessons throughout the school year. Counselor, Michelle Simas, spoke about various presentations available for students including study skills, student success and transition to high school. There are many more presentations planned that deal with social and emotional well-being. This year they started the Wildcat Pride Awards where teachers submit nominations weekly for students who exhibit characteristics with Second Step Character. There are 10 weekly winners and they receive an In N Out gift certificate. A few students presented their projects. One of a paper model of a tower withstanding a fake earthquake, a rubber band car which showed the steps and record keeping of the project, and art projects of various types with art teacher, Mr. Keirnan speaking about the interactive art that students are working on. There will be a virtual art show coming soon. Teacher, Ms. Keenan, spoke about bringing your pet to school virtually on Wednesdays. It's been a great experience. Mr. Romo thanked the students, teachers, classified, parents, board and district leadership.</p> <p>9.3 Alternative Ed Campus Presentation Principal, Traci Mitchell, presented a video. She talked about the programs located on the campus including, Stein High School, Duncan Russell Community Day School, Home Hospital, Independent Study and the Young Adult Program. Student focus is on grit and building relationships with students. She showed the teachers and paras from the Young Adult Program who focus on skills and hope for their students to be as independent as possible. Duncan Russell teacher, Cindy White, spoke about their program. They use online curriculum, Edgenuity and Power Up, and direct instruction. The student winner of the October engagement received a jar of candy. Stein High Counselor, Ann Herrington, also spoke about courses that are part of their graduation requirements. They offer individual and group counseling to their students. Also highlighted were 12 early graduates. There are red tulips on every slide. During Red Ribbon Week, students planted tulips as a reminder of the promise to be drug free. A huge accomplishment is that Stein High School has been named a model school for 2020-2021.</p>
Information & Discussion Items:	<p>10.1 Administrative & Business Services: None.</p> <p>10.2 Educational Services:</p>

- 10.2.1** Receive Report on San Joaquin County COVID19
Associate Superintendent, Julianna Stocking presented a power point. San Joaquin County continues to be in the purple tier. Our numbers were declining and were expecting to hit the red tier, but we are not there yet. We are at 10.5 cases per 100,000 and our positivity rate is at 4.4. We are watching closely and will keep our families informed.
- 10.2.2** Receive Information on High School Diploma Credits Requirement in San Joaquin County for 2021
Associate Superintendent, Julianna Stocking presented a power point. She reviewed the current requirements, feedback from surrounding districts and what Tracy Unified is currently providing to our students. There have been no changes to the graduation policies of Stockton, Manteca, Escalon or Modesto City. We will continue with the current comprehensive high school and continuation high school credits requirement to earn a diploma for the 2020-2021 school year. We will increase credit recovery options capacity to include credit recovery classes, Adult School and summer school credit recovery.

Hearing of Delegations

11. The following comments were submitted online and read:

Amber Garcia: Why was testing not set up for the football players if the district was notified their would be a scrimmage game on 3/13. I would like to request that this board approve rapid testing for all football players in the district so these games can go on as scheduled.

Robert Garcia: I feel you are doing a great job. Many schools opened to early and they have to closed again due to covid. Just keep up the great work.

Jessica Gomez Zaragoza: Good evening, I would like to know if we choose the hybrid model for our children and decide to change our minds after they have begun do we have the option to choose 100% distance learning after? I have asked our schools and they haven't been able to provide an accurate answer. Thanks

Rosa Montoya: I would like to know if we choose the hybrid model for our children and decide to change our minds after they have begun do we have the option to choose 100% distance learning after? I have asked our schools and they haven't been able to provide an accurate answer. Thanks

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: Approved all with #13.3.1 as amended.
Abercrombie, Souza. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services: None.

13.2 Educational Services: None.

- 13.3 Human Resources:**
- 13.3.1** Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment
- 13.3.2** Approve Classified, Certificated, and/or Management Employment
- 13.3.3** Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2021-2022 School Year and Submit it for Negotiations, Pending Public Input

Action Items:

- 14.1 Administrative & Business Services:**
- 14.1.1** Certify 2020-2021 Fiscal Year Second Interim Report (Separate Cover Item)
Associate Superintendent, Dr. Rob Pecot thanked Reed Call, Lori Nelson and Tanya Calderon for their work on this budget. He presented a power point which reviewed key points. Historically we have ran a negative balance. This year, that amount is approximately \$2.8 million. This is just a projection. We typically will save on positions, unused budgets, enrollment, etc. After all of these factors, this will end up being balanced. We are a conservative district and fiscally responsible. We are paid monthly by the state. With the deferrals, we have to dip into our reserves to pay our bills. The good news is that they are not deferring as much money as we first anticipated. This is a proposed budget, but we will wait for the governor's May revise. We are in good shape long term. Tonight, he is asking for the board to certify this 2nd interim and endorse the multi-year projection.
Action: Blanco, Alexander. **Vote:** Yes-6; No-1(Hoffert).
- 14.1.2** Approve School Site Safety Plans for the 2021-22 School Year (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-7; No-0.
- 14.2 Educational Services:** None.
- 14.2.1** Adopt Revised Board Policy and Acknowledge Administrative Regulation 5142.52 Suicide Prevention for the 2020-2021 School Year (First Reading)
Action: Abercrombie, Erskine. **Vote:** Yes-7; No-0.
- 14.3 Human Resources:**
- 14.3.1** Approve Job Description and Salary for Director of PreK-12 STEM Curriculum and Local Assessment
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-1(Hoffert)
- 14.3.2** Approve Resolution 20-16, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2021-2022 School Year
Action: Abercrombie, Blanco. **Vote:** Yes-6; No-1(Hoffert)

Board Reports:

Trustee Alexander would like to see football players back on the field. He is in full support of it. Trustee Blanco thanked the board and cabinet for providing a full discussion. She also thanked Trustee Souza for the open and honest communication with her. Trustee Erskine is thankful for the discussion and is excited for the public to have an opportunity to participate in the LCAP survey. She also is thankful for the vaccines which helped to move forward. She thanked cabinet and the superintendent for the resourceful information and allowing

opportunities for the new board members to learn. Trustee Hoffert congratulated the Tracy High Mock Trial Team for their hard work and wished everyone a Happy St. Patrick's Day. Trustee Souza thanked Williams Middle School and Stein High School for their presentations. She commented that we should all be here for the kids. She appreciates cabinet and the superintendent for answering all of her questions during the week as she likes to be prepared for meetings. Trustee Abercrombie understands that sometimes we make assumptions and assume facts that are not evidence. He appreciates parents concerns but when you attack people you need to make sure you have all of the facts. We support our students and want them to be successful. Trustee Kaur thanked everyone. She appreciates everyone's work, administration and staff. We are still working on testing and hopes it will come through.

**Superintendent
Report:**

Dr. Stephens thanked teachers, administrators and classified who are all working hard and getting ready for March 22nd opening for grades K-6. He's looking forward to seeing students back on campus. He also thanked cabinet who continuously does a great job. You are only as good as the people you surround yourself with and he works with the best group of people. He will see everyone in 2 weeks with the kids back in school.

Adjourn: 9:07 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 24, 2021
SUBJECT: Recognize the Outstanding Employees of the Winter Term for the 2020-2021 School Year

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: N/A

RECOMMENDATION: Recognize Dean Medek (9-12), Michelle Baptista (6-8) and Diane Kikes (K-5) as Outstanding Certificated Employees; Maria Galvan Piceno (9-12) and Joseph Martocchio (6-8) and Serenna Williams (K-5) as Outstanding Classified Employees and Marsha McCormick as the Outstanding Management Employee for the Winter Term of the 2020-2021 school year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 16, 2021
SUBJECT: **Receive Information on Reopening Schools PreK-6**

BACKGROUND: On February 23, 2021, TUSD School Board voted to reopen schools for all students in grades PreK-6th Grade. TUSD will provide a Hybrid/Distance Learning Concurrent Instructional Model, in which families that selected in person learning will have 2 days a week of in person learning with the remaining 3 days of Distance Learning. Families who selected Distance Learning for the remainder of the year will continue with 5 days of learning online from home. The return to school for in-person learning will begin March 22, 2021 for grades PreK-6th grade.

In addition to reopening schools for grades PreK-6th grade, TUSD School Board also voted to reopen schools for all students in grades 7th-12th grade, 2 weeks and 5 days after the San Joaquin County has been in the Red Tier, to align with the State reopening school guidelines. The Reopening schools date for grades 7-12 may be as early as March 23, 2021 but is dependent on the San Joaquin County being in the Red Tier. The district will continue to monitor the County Tiers and communicate with families for grades 7-12.

RATIONALE: Receive information overview on school sites reopening for in person learning.

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: There is no cost to the district.

RECOMMENDATION: Receive Information on Reopening Schools PreK-6.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 12, 2021
SUBJECT: **Receive Report on Proposed Instructional Materials for International Baccalaureate Mathematics at Tracy High School**

BACKGROUND: International Baccalaureate Mathematics is a new course in the International Baccalaureate (IB) Programme at Tracy High School. The IB Diploma Programme establishes curriculum frameworks for all IB courses but does not prescribe instructional materials; that decision is reserved for local school districts.

The District Instructional Media Services Director and the IB Mathematics instructor met to develop criteria for selecting these instructional materials. The course instructor reviewed the two available programs in 2020-21. Using a variety of tools to evaluate instructional materials at the textbook and the unit/chapter level, the instructor selected a textbook and asked the Curriculum Council for a recommendation to the Board. Community members have been made aware of the adoption process through public announcements and a public review of materials at the Instructional Media Center.

The following textbook is being recommended by the Curriculum Council for adoption for the Tracy Unified School District's International Baccalaureate Mathematics course: *Mathematics: Applications and Interpretation, Standard Level, Print and Enhanced Online Course Book Pack* (1st edition) by P. Belcher published by Oxford University Press in 2019.

RATIONALE: The textbook being recommended for adoption demonstrates the highest correlation to the following evaluation criteria:

- Meaningful, inquiry and/or discovery-based activities to promote discovery of concepts
- Worked solutions to all exercises, not just answers
- IB exam-style questions at the end of each unit for continuous exam preparation
- Enhanced Online Course Companion with extensions of exercises and worked examples, including linked videos

This agenda item meets Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials not to exceed \$7,000 will be provided by funds from Goal 1, Action 16 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Proposed Instructional Materials for International Baccalaureate Mathematics at Tracy High School.

Prepared by: Dr. Debra Schneider, Director of Instructional Media Services and Curriculum of Instructional Media Services and Curriculum.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 16, 2021
SUBJECT: Receive Information on Grade 4/5 2021-2022 Report Grade Reporting

BACKGROUND: With the transition of common core standards in California, TUSD grades k-5 began providing standards-based grading reflected on student report cards. During the transition, Grades 4 and 5 continued to also report letter grades. For the last few years many grade 4 and 5 teachers have inquired about transitioning away from letter grades and reporting standards-based grading only on the student report card. For the 2020-21 school year a team of teachers on TUSD Curriculum Council piloted standards-based reporting without letter grade reporting at George Kelly School and shared the positive benefits with Curriculum Council members.

RATIONALE: Curriculum Council made the recommendation to Ed Services to begin Grades 4/5 Standards based only reporting to be implemented, beginning the 2021-22 school year. And no longer reporting letter grades on the student report card.

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the district.

RECOMMENDATION: Receive Information on Grade 4/5 2021-2022 Report Grade Reporting.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 15, 2021
SUBJECT: **Conduct a Public Hearing Regarding the Approval of the Waiver Request for Non Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022**

BACKGROUND: The Tracy Unified School District's Tracy Independent Study Charter School (TISCS) is in its first year of operation this 2020-2021 year. New charter schools in their first year of operation in Fiscal Year 2020–21 are not required to obtain a funding determination to receive funding for FY 2020–21 since all newly operational charter schools are required to offer instruction under the distance learning model for Fiscal Year 2020–21, which is not considered Non-Classroom Based Instruction. However, to receive funding for Non-Classroom Based ADA in FY 2021–22, these charter schools must submit a funding determination request by February 1, 2021.

RATIONALE: The Tracy Independent Study Charter School (TISCS) did not submit the required funding determination by the deadline date of February 1, 2021, and therefore must now complete a Waiver Request to obtain this funding. The Waiver process is twofold: An informational Public Hearing is required, and then Board of Trustee Approval of the actual Waiver Request, which will occur later during this Board Meeting.

RECOMMENDATION: Conduct a Public Hearing Regarding the Approval of the Waiver Request for Non Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 10, 2021
SUBJECT: Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)

BACKGROUND: TEA has submitted their Sunshine Proposal for a Reopener Negotiations for the 2021-2022 school year at the regularly scheduled board meeting on February 23, 2021. The District has also presented their initial bargaining proposal at the board meeting on March 9, 2021.

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

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: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 11, 2021
SUBJECT: Approve Accounts Payable Warrants (February, 2021)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (February, 2021).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 12, 2021
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From NCGA Foundation for the amount of \$1,000.00 (ck. #18904). This donation will benefit the girls golf team.
2. Tracy Unified School District/Tracy High School: From Irrigation Design & Construction LLC for the amount of \$1,000.00 (ck. #91485). This donation is a contribution to the I.D.C. Scholarship for the 20-21 school year.

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

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

approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 10, 2021
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year**

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

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

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

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

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



2020/2021 School-Connected Organization Booster Clubs

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

Revised 3/10/21



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 11, 2021
SUBJECT: **Approve Payroll Reports (February, 2021)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (February, 2021).

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

Pay Date 02/10/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	89,987.52	Teachers' Salaries
		1200	1,871.36	Cert Pupil Support Salaries
		1900	751.98	Other Certificated Salaries
		2100	11,109.27	Instructional Aides' Salaries
		2200	23,405.36	Classified Support Salaries
		2300	300.00	
		2400	6,125.33	Clerical & Office Salaries
		2900	446.40	Other Classified Salaries
		Total Labor	133,997.22	
Fund	01	SACS Object	Amount	
		3101	12,184.73	STRS On 1000 Salaries
		3201	98.33	PERS On 1000 Salaries
		3202	3,155.34	PERS On 2000 Salaries
		3301	1,688.30	
		3302	2,361.43	
		3501	46.37	State Unemploy On 1000 Salary
		3502	20.70	State Unemploy On 2000 Salary
		3601	1,660.14	Worker'S Comp Ins On 1000 Sal
		3602	741.85	Worker'S Comp Ins On 2000 Sal
		Total Contributions	21,957.19	
Fund	09	SACS Object	Amount	
		1100	209.04	Teachers' Salaries
		2400	508.20	Clerical & Office Salaries
		Total Labor	717.24	
Fund	09	SACS Object	Amount	
		3101	20.02	STRS On 1000 Salaries
		3301	4.81	
		3302	38.88	
		3501	0.10	State Unemploy On 1000 Salary
		3502	0.25	State Unemploy On 2000 Salary
		3601	3.74	Worker'S Comp Ins On 1000 Sal
		3602	9.11	Worker'S Comp Ins On 2000 Sal
		Total Contributions	76.91	
Fund	11	SACS Object	Amount	
		1100	5,348.55	Teachers' Salaries
		1200	95.60	Cert Pupil Support Salaries
		2100	907.12	Instructional Aides' Salaries
		2400	419.53	Clerical & Office Salaries
		Total Labor	6,770.80	
Fund	11	SACS Object	Amount	
		3101	710.82	STRS On 1000 Salaries
		3202	218.10	PERS On 2000 Salaries
		3301	78.96	
		3302	101.49	
		3501	2.73	State Unemploy On 1000 Salary
		3502	0.67	State Unemploy On 2000 Salary
		3601	97.57	Worker'S Comp Ins On 1000 Sal
		3602	23.78	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,234.12	

Fund 12	SACS Object	Amount	
	2100	429.76	Instructional Aides' Salaries
	Total Labor	429.76	
Fund 12	SACS Object	Amount	
	3202	6.86	PERS On 2000 Salaries
	3302	16.61	
	3502	0.22	State Unemploy On 2000 Salary
	3602	7.70	Worker'S Comp Ins On 2000 Sal
	Total Contributions	31.39	
Fund 13	SACS Object	Amount	
	2200	2,839.56	Classified Support Salaries
	2300	334.40	
	Total Labor	3,173.96	
Fund 13	SACS Object	Amount	
	3202	263.16	PERS On 2000 Salaries
	3302	187.71	
	3502	1.59	State Unemploy On 2000 Salary
	3602	56.88	Worker'S Comp Ins On 2000 Sal
	Total Contributions	509.34	

Selection Grouped by Fund - Sorted by Object, (Org = 75)

ESCAPE **ONLINE**

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075 - Tracy Unified School District

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Pay Date 02/26/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,777,426.94	Teachers' Salaries
		1200	388,994.79	Cert Pupil Support Salaries
		1300	490,529.47	Cert Suprvsrs' & Admins' Sal
		1900	104,253.03	Other Certificated Salaries
		2100	390,566.21	Instructional Aides' Salaries
		2200	784,617.66	Classified Support Salaries
		2300	177,532.09	Class Suprvsrs' & Admins' Sal
		2400	446,828.07	Clerical & Office Salaries
		2900	34,130.57	Other Classified Salaries
		Total Labor	7,594,878.83	

Fund	01	SACS Object	Amount	
		3101	902,956.96	STRS On 1000 Salaries
		3102	6,132.27	STRS On 2000 Salaries
		3201	34,285.53	PERS On 1000 Salaries
		3202	361,157.76	PERS On 2000 Salaries
		3301	86,157.25	
		3302	130,196.38	
		3401	612,576.44	
		3402	251,873.46	
		3501	2,880.66	State Unemploy On 1000 Salary
		3502	915.50	State Unemploy On 2000 Salary
		3601	103,269.57	Worker'S Comp Ins On 1000 Sal
		3602	32,868.88	Worker'S Comp Ins On 2000 Sal
		3701	79,457.53	
		3702	38,343.51	
		Total Contributions	2,643,071.70	

Fund	09	SACS Object	Amount	
		1100	105,304.63	Teachers' Salaries
		1200	641.92	Cert Pupil Support Salaries
		Total Labor	105,946.55	

Fund	09	SACS Object	Amount	
		3101	16,160.38	STRS On 1000 Salaries
		3201	1,179.62	PERS On 1000 Salaries
		3301	1,774.78	
		3401	12,246.02	
		3501	52.98	State Unemploy On 1000 Salary
		3601	1,899.09	Worker'S Comp Ins On 1000 Sal
		Total Contributions	33,312.87	

Fund 11	SACS Object	Amount	
	1100	11,039.46	Teachers' Salaries
	1200	8,260.75	Cert Pupil Support Salaries
	1300	10,964.84	Cert Suprvsrs' & Admins' Sal
	2100	3,432.36	Instructional Aides' Salaries
	2400	8,945.71	Clerical & Office Salaries
	Total Labor	42,643.12	
Fund 11	SACS Object	Amount	
	3101	4,887.82	STRS On 1000 Salaries
	3202	2,562.23	PERS On 2000 Salaries
	3301	408.67	
	3302	897.54	
	3401	2,139.64	
	3402	2,451.25	
	3501	15.14	State Unemploy On 1000 Salary
	3502	6.19	State Unemploy On 2000 Salary
	3601	542.49	Worker'S Comp Ins On 1000 Sal
	3602	221.90	Worker'S Comp Ins On 2000 Sal
	Total Contributions	14,132.87	
Fund 12	SACS Object	Amount	
	1300	2,107.90	Cert Suprvsrs' & Admins' Sal
	2100	10,675.38	Instructional Aides' Salaries
	2300	1,793.32	Class Suprvsrs' & Admins' Sal
	2400	4,116.58	Clerical & Office Salaries
	Total Labor	18,693.18	
Fund 12	SACS Object	Amount	
	3101	340.43	STRS On 1000 Salaries
	3102	410.99	STRS On 2000 Salaries
	3202	2,388.09	PERS On 2000 Salaries
	3301	27.97	
	3302	990.83	
	3401	196.08	
	3402	1,603.89	
	3501	1.05	State Unemploy On 1000 Salary
	3502	8.30	State Unemploy On 2000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	3602	297.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	6,302.71	
Fund 13	SACS Object	Amount	
	2200	122,261.83	Classified Support Salaries
	2300	34,678.90	Class Suprvsrs' & Admins' Sal
	2400	16,995.40	Clerical & Office Salaries
	Total Labor	173,936.13	
Fund 13	SACS Object	Amount	
	3202	30,669.68	PERS On 2000 Salaries
	3302	12,148.86	
	3402	16,462.48	
	3502	86.97	State Unemploy On 2000 Salary
	3602	3,117.81	Worker'S Comp Ins On 2000 Sal
	Total Contributions	62,485.80	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 11, 2021
SUBJECT: Approve Revolving Cash Fund Reports (February, 2021)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (February, 2021).

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

03/01/21

TUSD
REVOLVING CASH FUND
February 2021

Date	Num	Name	Memo	Paid Amount
02/05/2021	9703	HATCHING RESULTS LLC	REQ21-01659 AUDRA MUNOZ	
			01-0000-0-1110-2700-5800-600-6102	-199.00
TOTAL				-199.00
02/11/2021	9704	CALVIN WHETSTONE	LATE CLASS OVERAGES SHEET	
			01-0000-0-1110-1000-1101-706-8301	-944.57
TOTAL				-944.57
02/11/2021	9705	PERRY FARRENS	LATE CLASS OVERAGES SHEET	
			01-0000-0-1110-1000-1101-706-8301	-596.98
TOTAL				-596.98
02/11/2021	9706	STEPHANIE R. PEASE	LATE CLASS OVERAGE SHEET	
			01-0000-0-1110-1000-1101-706-8301	-304.55
TOTAL				-304.55
02/23/2021	9707	CARMEN VIGIL	LATE TIME SHEET	
			01-0000-0-1110-2490-2905-806-8101	-366.26
			01-0000-0-1110-2490-2900-133-8999	-91.56
TOTAL				-457.82



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 12, 2021
SUBJECT: **Approve Entertainment, Assembly, Service, Business and Food Vendors**

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Entertainment, Assembly, Service, Business and Food Vendors.

PREPARED BY: Cindy Everhart, Facility Use Coordinator .

Approved Vendors Insurance List

VENDORS PAID WITH TITLE 1 FUNDS REQUIRES BOARD AGENDA THROUGH ED SERVICES MOU PROCESS!

Vendor names are listed by the insured name of the vendor and not the program name ↓ This
list of Approved Vendors confirms verification of insurance coverage only!↓
Board Approval based on insurance remaining current!

SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. FLAMES ARE PROHIBITED
INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!

Per BP 5145.14 -Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Most DJ's have photo booths and own the pictures.
The photos can be placed on their website or social media which is a violation of policy.

↓REQUESTING VENDOR FOR BOARD APPROVAL↓:

Vendor Name		Insurance Expiration
Plan-It Interactive, Inc. - Drive-In Movie screen, FM broadcast, sound, popcorn & lighting. Skip Smith - (707) 752-6010, skip@interactivegame.com, www.interactivegame.com CONTRACT REQUIRED PRIOR TO OCCURENCE		1/15/2022
Board Approved	Approved Vendor Name	Insurance Expiration
4/8/14	UNeed2 - help student build a computer. Lynda Hawkins - 662-1188 or Eric Hawkins - 510-952-1473, ehawkins@sbcglobal.net, lyndahawkins@sbcglobal.net, www.uneed2.org. CONTRACT REQUIRED PRIOR TO OCCURENCE.	5/31/2021
11/8/16	Lifetouch National School Studios - Student photos and photo booths through Lifetouch only. Paul Castor, Cell: 408.499.0524, pcastor@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURENCE.	6/30/2021
4/23/13	SJ County Child Abuse Prevention Council - "Parent Cafe" - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org CONTRACT REQUIRED PRIOR TO ACTIVITY OCCURENCE	7/1/2021
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240	7/1/2021
4/11/17	Pediatric Dentistry/Orthodontics - Dr. Solomon. (925)447-1377. majrod@icloud.com, www.livermorekidsdentist.com	7/1/2021

Approved Vendors Insurance List

Vendor names are listed by the insured name of the vendor and not the program name list of Approved Vendors confirms verification of insurance coverage only!↓ Board Approval based on insurance remaining current!		↓ This
3/12/19	Herff Jones - Yearbooks, caps, gowns, class rings, graduation announcements, diplomas. Joan Selna Rep - (209) 607-2118, jselna@herffjones.com. MUST USE CONTRACT PRIOR TO OCCURRENCE.	7/30/2021
2/12/19	Tracy Portrait Studio - Student photos, photo booth (requires parent permission). Tais Richardson 834-2052, contact@tracyportrait.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/2/2021
2/13/18	Shoob Photography - School photos, Alex Shoob, 567-0768, alex@shoobphoto.com, projects@shoobphoto.com, www.shoobphoto.com. No pictures of students without parental permission slip.	8/9/2021
9/25/18	The Echo Hero Show - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	10/1/2021
2/11/14	World of Wonders Science Museum (WOW) , Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2021
3/13/18	Jostens - Pat Cummings handles jewelry, diplomas, announcements, Regalia. 916-667-8702, pat.cummings@jostens.com. www.Jostens.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/21/2020
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/17/2022
1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, for programs "Community Troupe", "The Best Me", "Nightmare on Puberty ST." and "Secrets". Contact Aldo I Chazaro Aldo.I.Chazaro@kp.org, 510-302-4126- Educational Theatre offer free anti-bullying program, Peace Signs.CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2022
10/24/17	City of Stockton - SJ County Library - Training Wheels program. Mobile Library on wheels for preschool students participating in story time and receive a free book. Contact Lisa Lee- lisa.lee@stockton.ca.gov or 937-8143. www.ssjcpl.org/involved/litservices/default.html	No Expiration Date
5/8/12	Dairy Council of CA Mobile Dairy Classroom , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1. EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES!	Insurance not required if supervised by certificated employee

Approved Vendors Insurance List

Vendor names are listed by the insured name of the vendor and not the program name

↓ This

list of Approved Vendors confirms verification of insurance coverage only!↓

Board Approval based on insurance remaining current!

12/10/13	SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation. EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES! CERTIFICATED	Insurance not required if supervised by certificated employee
2/15/17	Tracy Public Library - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov. EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES! CERTIFICATED	Insurance not required if supervised by certificated employee
1/28/20	Haggin Museum - Free Museum2School Programs - Alexandra Kowalski - (209) 940-6332, akowalski@hagginmuseum.org, www.hagginmuseum.org CERTIFICATED EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES!	Insurance not required if supervised by certificated employee
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net. EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES! CERTIFICATED	Insurance not required if supervised by certificated employee

Entertainment / Assemblies / Food
Approved Vendors Insurance List

Prepared by : Cindy Everhart

Vendor names are listed by the insured name of the vendor and not the program name ↓ This
list of Approved Vendors confirms verification of insurance coverage only! ↓
Board Approval based on insurance remaining current!

↓ APPROVED FOOD VENDORS ↓
SORTED BY INSURED NAME AND EXPIRATION DATE

VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS. **ALL**
VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!

↓ This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process ↓ No food sales until 30 minutes after school.

Board Approved	Approved Vendor Name	Insurance Expiration
2/12/19	S&L BBQ & Catering - Food catering. Lena George - (408)221-2710, SLBBQ@comcast.net. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/6/2021
11/12/12	Menchie's Frozen Yogurt , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/6/2021
5/14/13	Buffalo Wild Wings - Food/Catering. (209) 833-3819. 425@buffalowildwings.com and/or wingman209@sbcglobal.net. www.buffalowildwings.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/29/2021
12/8/09	Texas Roadhouse - Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2022

***Section 308.3 Open Flame.** A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or E occupancies in accordance with Appendix Chapter 1, Section 105.6.

OUTDOORS BBQ RULES - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.

Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250-1,000.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 3, 2021
SUBJECT: **Approve Increase to Existing Master Contract with Nonpublic Agency-360 Degree Customer, Inc.**

BACKGROUND: 360 Degree provides in person licensed Occupational Therapists, School Psychologists, Speech & Language Pathologists, Assistive Technology, and Special Education Teachers to students with exceptional needs throughout the district. The contract with 360 Degree was originally board approved August 11, 2020 with an anticipated expense of \$1,200,000.00. The need for addition in person Special Education Teachers, Speech Pathologists, and Occupational Therapists has since been identified.

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

FUNDING: Expenses for the remainder of the 2020-2021 school year and related services will not exceed \$2,600,000.00 for the fiscal year beginning January 4, 2021 and ending December 31, 2021. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 10, 2021
SUBJECT: **Ratify the Services of Curative testing to Conduct State Mandated COVID-19 Self-Administered Oral PCR Testing for All Three High School's Student Athletes in TUSD Participating in a Football Competition on March 13, 2021 at THS**

BACKGROUND: In February 2021, all school districts in California received an official mandate by the CDPH and the CIF to conduct weekly COVID-19 testing for all high school football and water polo athletes while our state remained between 7-14 COVID cases per 100,000. As of today, March 10, 2021, our county is at 10.5 COVID cases per 100,000, therefore we have secured Curative to come to West High School campus on Thursday, March 11, 2021 to conduct a one-time test with Curative's self-administered oral PCR test. All high school student athletes participating in football scrimmages this Saturday, March 13, 2021 will take this self-administered oral PCR test. Curative will be utilizing their own van and supplies to conduct each test. In addition, Curative will directly ask for parent consent of each player who signs up to be tested on their appointment website of cur.tv/WestHigh. TUSD is only providing the West High School parking lot and clean restrooms for their staff to use. Curative will have test results within 24-48 hours on each athlete and will text or email the results to the parent who gave consent online for the test. We are asking that each student/parent show proof of a negative test result to their coach/athletic director/admin at each site in order to compete on Saturday afternoon, March 13, 2021.

RATIONALE: Our football student athletes will not get to participate in their weekly competitions without a negative oral PCR test result. It is important for our football players to have a competition this weekend with our local high school teams to prepare them for their late start season. Weekly COVID 19 tests have been mandated by the CDPH, CIF, TCAL, and VOL. This Agenda Item supports District Goals # 3 - Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to TUSD for this testing service through Curative. Curative will seek parent health insurance information and/or use CARES act funds to pay for those who do not have medical insurance. Curative states that by law no health insurance company can charge a family for any costs associated with the oral PCR test.

RECOMMENDATION: Ratify the Services of Curative testing to Conduct State Mandated COVID-19 Self-Administered Oral PCR Testing for All Three High School's Student Athletes in TUSD Participating in a Football Competition on March 13, 2021 at THS.

Prepared by Mary Petty, Director of Student Services.

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 Curative, 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: a one-time COVID 19 self-administered oral PCR testing for stud

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 One () ☐ HOURS ☒ DAYS, under the terms of this agreement at the following location West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$0 per ☐ HOUR ☐ DAY ☐ FLAT RATE, not to exceed a total of \$0. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District ☐ SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS ☐ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 10, 2021, and shall terminate on on Saturday March 13, 2021 when all test results are given.
5. This agreement may be terminated at any time during the term by either party upon cancellation via email within 1 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, Mary Petty, at (209) 830-3280 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Dr. Brian Stephens

Tracy Unified School District

3/10/2021

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 9, 2021
SUBJECT: **Ratify the Services of Med-Mobile Testing to Conduct State Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating in Football and Water Polo Competitions at All Three comprehensive High Schools in TUSD**

BACKGROUND: In February 2021, all school districts in California received an official mandate by the CDPH and the CIF to conduct weekly COVID-19 testing for all high school football and water polo athletes while our state remained between 7-14 COVID cases per 100,000. As of today, March 9, 2021, our county is at 10.5 COVID cases per 100,000, therefore we have secured Med-Mobile to come to each of our high school campus beginning March 18 2021 to conduct the Rapid Test for COVID 19 for all high school student athletes participating in football and water polo competitions. Med-Mobile will have test results within 10-15 minutes on each athlete. We anticipate we will need to secure 5 weeks of these tests to ensure we get below the 7 COVID cases per 100,000 is met in our county.

RATIONALE: Our football and water polo student athletes will not get to participate in their weekly competitions without a negative Rapid Test result for COVID 19. These tests have been mandated by the CDPH and the CIF. Should our county drop below the 7 per 100,000 COVID cases, we will stop the weekly testing. It has also been discussed this week, as all other high-contact sports have been released to play, that there is possibility that wrestling, and basketball athletes may or may not require the same weekly testing. We anticipate we will need to secure 5 weeks of these tests to ensure we get below the 7 COVID cases per 100,000 is met in our county. This Agenda Item supports District Goals # 3 - Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost of the weekly testing is \$23,400.00 and we would like to secure at least 5 weeks of testing based on the current mandate and the current number of COVID 19 cases per 100,00 in San Joaquin County. This requires funding of \$117,000.00 to be made available.

RECOMMENDATION: Ratify the Services of Med-Mobile Testing to Conduct State Mandated COVID-19 Rapid Testing for All High School Student Athletes Participating in Football and Water Polo Competitions at All Three comprehensive High Schools in TUSD.

Prepared by Mary Petty, Director of Student Services.

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 Med-Mobile, 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: weekly COVID 19 rapid testing for student athletes at all 3 compre

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 multiple weeks (until mandate dropped by state) (X) | | HOURS | | DAYS, under the terms of this agreement at the following location KHS, THS, WHS.

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

- a. District shall pay \$ 117,000 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 117,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a | ☒ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 8, 2021, and shall terminate on June 8, 2021.

5. This agreement may be terminated at any time during the term by either party upon cancellation via email within 3 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, Mary Petty, at (20) 830-3280 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

Rob Pecot

Tracy Unified School District

3/8/2021

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 10, 2021
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Aguilera, Angelica Special Ed. 6 th grade SDC	WMS	5/28/2021	Personal
Graff, Frederick Physics	WHS	6/1/2021	Personal
Rubino, Brianna 4 th grade	Jacobson	6/30/2021	Personal
Shade, Joyce Chemistry/Physics	WHS	5/28/2021	Personal
Smith, Victoria Music	Kelly	6/30/2021	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cornell, Virginia 2 nd grade	Freiler	6/25/2021	Retirement
Rowley, Bernadette 1 st grade	Hirsch	05/29/2021	Retirement

BACKGROUND:NAME/TITLESITE**CLASSIFIED RETIREMENTS**EFFECTIVE
DATEREASONFarrington, Rick
Irrigation Specialist/
Grounds Mechanic

MOT

3/11/21

Retirement

BACKGROUND:NAME/TITLESITE**CLASSIFIED RESIGNATION**EFFECTIVE
DATEREASONBorges, Lori
Administrative Secretary

West High

3/12/21

Accepted Student
Body Bookkeeper/
Health ClerkBrekke, Ana
H.S. Attendance Secretary

Kimball High

3/19/21

Personal

Cisneros, Julyssa
Parent Liaison

West High

3/12/21

Personal

Henson, Connie
H.S. Attendance Clerk

West High

3/12/21

Accepted H.S.
Attendance Secretary
position

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 10, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Lundell, Megan

CERTIFICATED

Special Education SDC (Replacement)
West High School
"A" Step 1, Class I \$15,831.00
Fund: Special Education

BACKGROUND:

Borges, Lori

CLASSIFIED

Student Body Bookkeeper/Health Clerk
(Replacement)
West High
Range 34, Step C - \$21.53 per hour
8 hours per day
Funding: General Fund

Garza, Victoria

Para Educator I (Replacement)
Jacobson
Range 24, Step A - \$15.56 per hour
4 hours per day
Funding: Targeted EL

Henson, Connie

H.S. Attendance Secretary (Replacement)
West High
Range 31, Step E - \$22.06 per hour
8 hours per day
Funding: General Fund

Ibarra, Leslie

Parent Liaison (Replacement)
Villalovoz/Williams
Range 28, Step A - \$17.07 per hour
8 hours per day
Funding: Targeted EL

BACKGROUND:

Butler, Brandon

COACHES

Football – Soph Assistant
West High
Stipend: \$4843.35

Guillen, Marcus

Football – Frosh
Tracy High
Stipend: \$5652.67

Larson, Amanda

Track – Assistant (Job Share)
Tracy High
Stipend: 2421.79

Lieberg, Todd

Swim – Assistant
Tracy High
Stipend: 4034.50

Mohsini, Mursal

Track – Assistant
West High
Stipend: \$4843.58

Pasquale, Bryce

Track – Assistant (Job Share)
Tracy High
Stipend: \$2421.79

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: March 17, 2021
SUBJECT: **Approve the Revised Instructional Calendars and Calendar Listings for Certificated and Classified for the 2021-2022 year.**

BACKGROUND: Attached is the revised Instructional Calendar for the 2021-22 school year to include the voluntary prep day for certificated staff. This voluntary day ~~is now~~ contract language in Article VI, Hours, of the TEA Master Agreement. Revised calendar listings for certificated and classified have been prepared by the District and reviewed by the TEA and CSEA bargaining units. Approval of these documents is necessary to bring the calendars in alignment with contract language.

RECOMMENDATION: Approve the Revised Instructional Calendars and Calendar Listings for Certificated and Classified for the 2021-2022 year.

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

2021-2022 TUSD Calendar

July 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9 ^E	10	11	12	13	14
15	16 ^E	17	18	19	20	21
22	23 ^E	24	25	26	27	28
29	30 ^E	31				

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13 ^E	14	15	16	17	18
19	20 ^E	21	22	23	24	25
26	27 ^E	28	29	30		

October 2021						
S	M	T	W	T	F	S
					1	2
3	4 ^E	5	6	7	8	9
10	11 ^E	12	13	14	15 ^M	16
17	18 ^E	19	20	21	22	23
24	25	26	27 ^{M-2}	28 ^{M-2}	29 ^{M-3}	30
31						

November 2021						
S	M	T	W	T	F	S
	1 ^E	2	3	4	5	6
7	8 ^E	9	10	11	12	13
14	15 ^E	16	17	18	19 ^{M-3}	20
21	22	23	24	25	26	27
28	29 ^E	30				

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6 ^E	7	8	9	10	11
12	13 ^E	14	15 ^{M-1}	16 ^{M-1}	17 ^{M-3}	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022						
S	M	T	W	T	F	S
						1
2	3 ^E	4	5	6	7	8
9	10 ^E	11	12	13	14	15
16	17	18	19	20	21	22
23	24 ^E	25	26	27	28	29
30	31 ^E					

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7 ^E	8	9	10	11 ^{M-1}	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28 ^E					

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7 ^E	8	9	10	11 ^{M-3}	12
13	14 ^E	15	16	17	18	19
20	21 ^E	22	23	24	25	26
27	28 ^E	29	30	31		

April 2022						
S	M	T	W	T	F	S
					1	2
3	4 ^E	5	6	7	8	9
10	11 ^E	12	13	14	15	16
17	18	19	20	21	22	23
24	25 ^E	26	27	28	29	30

May 2022						
S	M	T	W	T	F	S
1	2 ^E	3	4	5	6	7
8	9 ^E	10	11	12	13	14
15	16 ^E	17	18	19	20 ^{M-3}	21
22	23 ^E	24 ^{M-4}	25 ^{M-4}	26 ^{M-4}	27 ^{M-4}	28
29	30	31				

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

- First and Last Days of School
 Student Attendance Days
 Holidays
 Board Designated Non Workday (no Students)
- M** Minimum Day, all grades, K-12 (All Schools)
 M-1 Minimum Day, grades K-5 & K-8 (Bohn, Central, Freller, Hirsch, Jacobson, Kelly, McKinley, North)
 M-2 Minimum Day, grades K-5, K-8 & 6-8 (M-1 schools plus Monte Vista and Williams)
- E** Early Release Monday
 M-3 Minimum Day, grades 6-12 (Monte Vista, Williams, Tracy, West, Stein, Kimball)
 M-4 Minimum Day, grades 9-12, only (Tracy, West, Stein, Kimball)
- P/T Conference (no students)
 Staff BBD (no students)
 Teacher Pre-Service Days (no students)
 Voluntary Classroom Prep Day. (Optional. May be utilized as follows: 1 Full day or two half days)

58

65

180

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TUSD - CERTIFICATED CALENDAR FOR 2021-22
Traditional FIRST YEAR Teachers: Contract year starts 7/30/2021 (TTIP 7/26, 7/27, 7/28, 7/29, 7/30 & 8/2/21)
Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/5/21
School Starts for STUDENTS on Monday, August 9, 2021

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	26-30	0	0	0	4		TTIP Yr 1 Tchrs -July 26th - July 29th
Aug	2-6	0	4	2		1*	TTIP Yr 1 Tchrs Contract Day, July 30 Contract Day, Aug 2nd Site Contract Day - Yr 1 Tchrs; Aug 4th BBD; Required ALL Teachers - Thurs, Aug 5th Dist Staff Dev Day; Fri, Aug 6th Site Based Planning/Prep; Tues., Aug 3rd, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one full day or two half days. This time can only be utilized on the two designated dates, Aug 3, 2021 and/or May 31, 2022.
Aug	9-13	5	5	5			Aug. 9th - 1st Day of Classes
Aug	16-20	5	5	5			
Aug	23-27	5	5	5			
Aug-Sept	30-3	5	5	5			
Sept	6-10	4	4	4			Mon, Sept 6th, Labor Day
Sept	13-17	5	5	5			
Sept	20-24	5	5	5			
Sept-Oct	27-1	5	5	5			
Oct	4-8	5	5	5			
Oct	11-15	5	5	5			Fri, Oct 15th - Min Day K-12; 49 Days in 1st Quarter & end of 1st Trimester - 49 days
Oct	18-22	5	5	5			
Oct	25-29	4	5	5			Mon. Oct 25th Parent Conferences, Min Day Oct 27th-Oct 29th, K-5, K-8. 6-8
Nov	1-5	5	5	5			
Nov	8-12	3	3	3			Thurs., Nov 11th Veteran's Day; Fri, Nov 12 Board Designated Non-work day
Nov	15-19	5	5	5			
Nov	22-26	0	0	0			Mon-Wed, Nov 22nd-24th, Board Designated Non work days - Th-Fri, Nov 25th-26th Thanksgiving Break
Nov-Dec	29-3	5	5	5			
Dec	6-10	5	5	5			
Dec	13-17	5	5	5			37 Days in 2nd Qtr; 1st Sem = 86 days; Min Day Dec 15th-16th, 9-12; Min Day Dec 17th, 6-12
Dec	20-24	0	0	0			Winter Break Dec 20th thru Jan 2nd
Dec-Jan	27-31	0	0	0			Winter Break Dec 20th thru Jan 2nd
Jan	3-7	5	5	5			
Jan	10-14	5	5	5			
Jan	17-21	4	4	4			Mon, Jan 17th - ML King's Day
Jan	24-28	4	4	4		1*	Fri., Jan 28th BBD
Feb	31-4	5	5	5			
Feb	7-11	5	5	5			Fri., Feb 11th End of 2nd Trimester, 65 Days; Fri, Feb 11th, Min Day K-5 & K-8
Feb	14-18	4	4	4			Mon., Feb 14th - Lincoln's Day
Feb	21-25	4	4	4			Mon, Feb 21st - President's Day
Mar	28-4	4	4	4			Fri., Mar 4th, Board Designated Non-workday (no students or 10 mon. employees)
Mar	7-11	5	5	5			45 Days in 3rd Quarter; Fri, Mar 11th, Min Day 6-12
Mar	14-18	5	5	5			
Mar	21-25	5	5	5			
Mar-Apr	28-1	5	5	5			
Apr	4-8	5	5	5			
Apr	11-15	4	4	4			Fri, Apr 15th - Board designated non-work day
Apr	18-22	0	0	0			Spring Break Apr 18th-Apr 22nd
Apr	25-29	5	5	5			
May	2-6	5	5	5			
May	9-13	5	5	5			
May	16-20	5	5	5			Fri, May 20th, Min Day K-5, K-8 & 6-8
May	23-27	5	5	5			May 24th-26th, Min Day 9-12; Fri, May 27th, Last Day of School, Min Day K-12; 49 days in 4 th Qtr; 94 days in 2nd Sem; 66 days in 3rd Tri.
May-Jun	30-3	0	0	0			Mon, May 30th Memorial Day; Tues, May 31st, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one Full day or two half days) This time can only be utilized on the two designated dates, Aug. 3, 2021 and/or May 31, 2022.

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)

Adopted by TUSD Board of Trustees: *****

180 185 183

Tracy Unified School District
Classified Calendar for 2021-22
Board Approved *****

Month	Dates	Work Days 12-Mo	Work Days 10-Mo	Holidays
July	1-2	2	0	
July	5-9	4	0	Mon, July 5th - Independence Day
July	12-16	5	0	
July	19-23	5	0	
July	26-30	5	0	
Aug	2-6	5	1	Fri., Aug. 6 - 1st day for 10-month Employees
Aug	9-13	5	5	Mon., Aug. 9 - 1st Day of School
Aug	16-20	5	5	
Aug	23-27	5	5	
Aug - Sept	30-3	5	5	
Sept	6-10	4	4	Mon, Sept 6th - Labor Day
Sept	13-17	5	5	
Sept	20-24	5	5	
Sept - Oct	27-1	5	5	
Oct	4-8	5	5	
Oct	11-15	5	5	
Oct	18-22	5	5	
Oct	25-29	5	4	Mon, Oct 25th- Non work day for 10 mo. Employees (no pay)
Nov	1-5	5	5	
Nov	8-12	4	3	Thurs, Nov 11th - Vet. Day; Fri, Nov. 12th Non-workday for 10 mon Employees
Nov	15-19	5	5	
Nov	22-26	3	0	Nov 22nd- 26th, Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 25th-26th Thanksgiving Break
Nov - Dec	29-3	5	5	
Dec	6-10	5	5	
Dec	13-17	5	5	
Dec	20-24	3	0	Dec. 23rd-24th Winter Holiday; Winter Break Dec. 20th - Jan 2nd for 10-mo. Employees
Dec - Jan	27-31	3	0	Thurs, Dec. 30th Board Designated Non-workday (no pay) for 12 mo. Employees; Fri, Dec 31st New Year's Day Holiday
Jan	3-7	5	5	
Jan	10-14	5	5	
Jan	17-21	4	4	Mon, Jan 17th, ML King's Day;
Jan	24-28	5	4	Fri, Jan 28th - Non Work Day for 10-mo. Employees (no pay)
Jan - Feb	31-4	5	5	
Feb	7-11	5	5	
Feb	14-18	4	4	Mon, Feb 14th - Lincoln's Day
Feb	21-25	4	4	Mon, Feb 21st - President's Day
Feb - Mar	28-4	5	4	Fri, March 4th- Non Work Day for 10 mo. Employees only (no pay)
Mar	7-11	5	5	
Mar	14-18	5	5	
Mar	21-25	5	5	
Mar - Apr	28-1	5	5	
Apr	4-8	5	5	
Apr	11-15	4	4	Fri, April 15th Spring Recess Day
Apr	18-22	4	0	Mon, April 18th Spring Recess Day; Spring Break, April 15th - April 22nd - 10 mo. Employees (no pay)
Apr	25-29	5	5	
May	2-6	5	5	
May	9-13	5	5	
May	16-20	5	5	
May	23-27	5	5	Fri, May 27th Last Day of School
May - June	30-3	4	0	Mon, May 30th Memorial Day
June	6-10	5	0	
June	13-17	5	0	
June	20-24	5	0	
June	27-30	4	0	
Total work days:		246	181	TOTAL Work Days 246 (12-mo); 181 Work Days (10-mo)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 17, 2021
SUBJECT: Approve the Instructional Calendars for 2022-23, 2023-24, & 2024-25

BACKGROUND: Attached are the Instructional Calendars for 2022-23, 2023-24, and 2024-25 school years that have been prepared by the District and reviewed by the TEA and CSEA bargaining units.

RECOMMENDATION: Approve the Instructional Calendars for 2022-23, 2023-24, & 2024-25.

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

PROPOSED 2022-2023 TUSD Calendar

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2 ^E	3	4	5	6	7	8
9 ^E	10	11	12	13	14 ^M	15
16 ^E	17	18	19	20	21	22
23 ^S	24	25	26 ^{M-2}	27 ^{M-2}	28 ^{M-2}	29
30 ^E	31					

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	^E 7	8	9	10	11	12
13	^E 14	15	16	17	18	19
20	21	22	23	24	25	26
27	^E 28	29	30			

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
S	M	T	W	T	F	S
						1
2	^E 3	4	5	6	7	8
9	10	11	12	13	14	15
16	^E 17	18	19	20	21	22
23	^E 24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
	E1	2	3	4	5	6
7	E8	9	10	11	12	13
14	E15	16	17	18	M19	20
21	E22	M23	M24	M25	M26	27
28	29	30	31			

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Diagram illustrating the school calendar structure, showing the sequence of events and days throughout the year:

- First and Last Days of School** (August)
- Student Attendance Days** (September to May)
- Holidays** (June)
- Board Designated Non Workday (no Students)** (July)
- Early Release Monday** (September)
- Minimum Day, all grades, K-12** (September)
- Minimum Day, grades K-5 & K-8** (September)
- Minimum Day, grades K-5, K-8 & 6-8** (September)
- Minimum Day, grades 6-12** (September)
- Minimum Day, grades 9-12, only** (September)
- P/T Conference (no students)** (October)
- Staff BBD (no students)** (November)
- Teacher Pre-Service Days (no students)** (December)
- Voluntary Classroom Prep Day. (Optional. May be utilized as follows: 1 Full day or two half days)** (January)

DRAFT 2023-2024 Calendar

T. Jaligne 1/6/21
M. Masuda

July 2023 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	August 2023 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	September 2023 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	October 2023 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
November 2023 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	December 2023 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	January 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	February 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29
March 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	April 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	May 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	June 2024 S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

- First and Last Days of School
 Student Attendance Days
 Holidays
 Board Designated Non Workday (no Students)
- Minimum Day, all grades, K-12 (All Schools)
 Minimum Day, grades K-5 & K-8 (Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North Post, SouthWest Park, Villalovoz)
 Minimum Day, grades K-5, K-8 & 6-8 (M-1 schools plus Monte Vista and Williams)
- Early Release Monday
 Minimum Day, grades 6-12 (Monte Vista, Williams, Tracy, West, Stein, Kimball)
 Minimum Day, grades 9-12, only (Tracy, West, Stein, Kimball)
- P/T Conference (no students)
 Staff BBD (no students)
 Teacher Pre-Service Days (no students)
 Voluntary Classroom Prep Day. (Optional. May be utilized as follows: 1 Full day or two half days)



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 12, 2021
SUBJECT: Adopt Resolution 20-17 Authorizing Settlement of Insurance Claims

BACKGROUND: The insurance advisor for the Tracy Unified School District, William Assad, and claims management services, Keenan & Associates, have recommended that in order to expedite the payment of small insurance claims and to minimize adverse disclosure, an authorized agent of the District should be appointed to settle small insurance claims with the limit of \$25,000.00.

Casey J. Goodall is no longer an authorized agent of Tracy Unified School District. Rob Pecot serves as the Associate Superintendent of Business Services and is responsible for administering matters involving District insurance in consultation with the Districts insurance advisor and claims management services.

RATIONAL: Update required due to the retirement of Dr. Casey Goodall. The Districts new authorizing agent will now be Dr. Rob Pecot. The school board needs to approve this change in signature authority.

FUNDING: NA.

RECOMMENDATION: Adopt Resolution 20-17 Authorizing Settlement of Insurance Claims.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 20-17
Resolution Authorizing Settlement of Insurance Claims**

WHEREAS, the insurance advisor for the Tracy Unified School District, William Assad, and claims management services, Keenan & Associates, have recommended that in order to expedite the payment of small insurance claims and to minimize adverse disclosure, an authorized agent of the District should be appointed to settle small insurance claims with the limit of twenty-five thousand dollars and no cents (\$25,000.00) and,

WHEREAS, Rob Pecot, Associate Superintendent for Business Services for Tracy Unified School District, serves as manager and is responsible for administering matters involving District insurance in consultation with the District's insurance advisor and claims management services.

NOW, THEREFORE BE IT RESOLVED, that Rob Pecot, Assistant Superintendent for Business Services, be and hereby authorized as agent for this District in settlement of small insurance claims and is empowered, authorized and directed to settle and or reject small insurance claims with a limit of twenty-five thousand dollars and no cents (\$25,000.00), on behalf of the District, replacing Dr. Casey Goodall as the District's authorized agent, and

BE IT FURTHER RESOLVED, that a copy of this resolution, duly certified by the Clerk of the Board of Trustees and containing the signature of said authorized agent, be sent to William Assad, District Insurance Advisor.

PASSED AND ADOPTED this 23rd day of March, 2021, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 17, 2021
SUBJECT: **Adopt Revised Board Policy and Acknowledge Administrative Regulation 5142.52 Suicide Prevention with Corrected Wording for the 2020-2021 School Year**

BACKGROUND: Effective for the 2020-2021 school year, AB 1767 (Chapter 694, Statutes of 2019) requires LEAs that serve pupils in grades kindergarten through 6 to adopt a policy on pupil suicide prevention in those grades. Previously, this requirement only applied to LEAs serving pupils in grades 7-12.

Under this new law, the policy must be age-appropriate and delivered and discussed in a manner that is sensitive and to the needs of young pupils. It should be developed in consultation with school and community stakeholders, the county mental health plan, school-employed mental health professionals, and suicide prevention experts. At a minimum, the policy must address procedures relating to suicide prevention, intervention and postvention.

The policy must specifically address the needs of high-risk groups including youth bereaved by suicide; youth with disabilities, mental illness, or substance use disorders; youth experiencing homelessness or in out-of-home settings such as foster care; and lesbian, gay, bisexual, transgender, or questioning youth.

The policy must also address any training on suicide awareness and prevention to be provided to teachers of pupils in all of the grades served by the LEA.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 5142.52 Suicide Prevention with corrected wording which includes, "Instruction to students in kindergarten through grade twelve in recognizing and appropriately responding to warning signs of suicidal intent in others."

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy and Acknowledge Administrative Regulation 5142.52 Suicide Prevention with Corrected Wording for the 2020-2021 School Year.

Prepared by: Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services

SUICIDE PREVENTION

The Governing Board recognizes that suicide is a leading cause of death among youth and that school personnel who regularly interact with students are often in a position to recognize the warning signs of suicide and to offer appropriate referral and/or assistance. To attempt to reduce suicidal behavior and its impact on students and families, the Superintendent or designee shall develop measures and strategies for suicide prevention, intervention, and postvention.

In developing measures and strategies for use by the district, the Superintendent or designee may consult with school health professionals, school counselors, school psychologists, school social workers, administrators, other staff, parents/guardians, students, local health agencies, mental health professionals, and community organizations.

Such measures and strategies shall include, but are not limited to:

1. Staff development on suicide awareness and prevention for teachers, school counselors, and other district employees who interact with students in ~~the secondary grades~~ **kindergarten through grade twelve**.
2. Instruction to students in **kindergarten through grade twelve** in recognizing and appropriately responding to warning signs of suicidal intent in others
3. The provision of information to parents/guardians regarding risk factors and warning signs of suicide, the severity of the youth suicide problem, the district's suicide prevention curriculum, basic steps for helping suicidal youth, and/or school and community resources that can help youth in crisis
4. Encouragement for students to notify appropriate school personnel or other adults when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions
5. Crisis intervention procedures for addressing suicide threats or attempts
7. Counseling and other postvention strategies for helping students, staff, and others cope in the aftermath of a student's suicide

As appropriate, these measures and strategies shall specifically address the needs of students who are at high risk of suicide, including, but not limited to, students who are bereaved by suicide; students with disabilities, mental illness, or substance use disorders; students who are experiencing homelessness or who are in out-of-home settings such as foster care; and students who are lesbian, gay, bisexual, transgender, or questioning youth. (Education Code 215)

Legal Reference:

EDUCATION CODE

215 Student suicide prevention policies

32280-32289 Comprehensive safety plan

49060-49079 Student records

49602 Confidentiality of student information

49604 Suicide prevention training for school counselors

GOVERNMENT CODE

810-996.6 Government Claims Act

PENAL CODE

11164-11174.3 Child Abuse and Neglect Reporting Act

WELFARE AND INSTITUTIONS CODE

5698 Emotionally disturbed youth; legislative intent

5850-5883 Mental Health Services Act

COURT DECISIONS

Corales v. Bennett (Ontario-Montclair School District), (2009) 567 F.3d 554

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve, 2008

Health Framework for California Public Schools, Kindergarten Through Grade Twelve, 2003

CENTERS FOR DISEASE CONTROL AND PREVENTION PUBLICATIONS

School Connectedness: Strategies for Increasing Protective Factors Among Youth, 2009

NATIONAL ASSOCIATION OF SCHOOL PSYCHOLOGISTS PUBLICATIONS

TUSD Adopted 05.23.17

Preventing Suicide, Guidelines for Administrators and Crisis Teams, 2015

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES PUBLICATIONS

Preventing Suicide: A Toolkit for High Schools, 2012

National Strategy for Suicide Prevention: Goals and Objectives for Action, rev. 2012

WEB SITES

American Association of Suicidology: <http://www.suicidology.org>

American Foundation for Suicide Prevention: <http://afsp.org>

American Psychological Association: <http://www.apa.org>

American School Counselor Association: <http://www.schoolcounselor.org>

California Department of Education, Mental Health: <http://www.cde.ca.gov/ls/cg/mh>

California Department of Health Care Services, Suicide Prevention Program:
<http://www.dhcs.ca.gov/services/MH/Pages/SuicidePrevention.aspx>

Centers for Disease Control and Prevention, Mental Health: <http://www.cdc.gov/mentalhealth>

National Association of School Psychologists: <http://www.nasponline.org>

National Institute for Mental Health: <http://www.nimh.nih.gov>

Trevor Project: <http://thetrevorproject.org>

U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services
Administration: <http://www.samhsa.gov>

SUICIDE PREVENTION

1. The district's comprehensive health education program shall promote the healthy mental, emotional, and social development of students and shall be aligned with the state content standards and curriculum framework. Suicide prevention instruction shall be incorporated into the education curriculum in ~~the secondary grades~~ **kindergarten through grade twelve**.
2. Identify and analyze signs of depression and self-destructive behaviors and understand how feelings of depression, loss, isolation, inadequacy, and anxiety can lead to thoughts of suicide
3. Develop coping and resiliency skills and self-esteem
4. Learn to listen, be honest, share feelings, and get help when communicating with friends who show signs of suicidal intent
5. Identify trusted adults, school resources, and/or community crisis intervention resources where youth can get help and recognize that there is no stigma associated with seeking services for mental health, substance abuse, and/or suicide prevention

Intervention

Students shall be encouraged to notify a teacher, principal, counselor, or other adult when they are experiencing thoughts of suicide or when they suspect or have knowledge of another student's suicidal intentions.

Every statement regarding suicidal intent shall be taken seriously. Whenever a staff member suspects or has knowledge of a student's suicidal intentions based on the student's verbalizations or act of self-harm, he/she shall promptly notify the principal or school counselor.

Although any personal information that a student discloses to a school counselor shall generally not be revealed, released, referenced, or discussed with third parties, the counselor may report to the principal or student's parents/guardians when he/she has reasonable cause to believe that disclosure is necessary to avert a clear and present danger to the health, safety, or welfare of the student. In addition, the counselor may disclose information of a personal nature to psychotherapists, other health care providers, or the school nurse for the sole purpose of referring the student for treatment. (Education Code 49602)

A school employee shall act only within the authorization and scope of his/her credential or license. An employee is not authorized to diagnose or treat mental illness unless he/she is specifically licensed and employed to do so. (Education Code 215)

Whenever schools establish a peer counseling system to provide support for students, peer counselors shall receive training that includes identification of the warning signs of suicidal behavior and referral of a suicidal student to appropriate adults.

When a suicide attempt or threat is reported, the principal or designee shall ensure student safety by taking the following actions:

1. Immediately securing medical treatment and/or mental health services as necessary
2. Notifying law enforcement and/or other emergency assistance if a suicidal act is being actively threatened
3. Keeping the student under continuous adult supervision until the parent/guardian and/or appropriate support agent or agency can be contacted and has the opportunity to intervene
4. Removing other students from the immediate area as soon as possible

The principal or designee shall document the incident in writing, including the steps that the school took in response to the suicide attempt or threat.

If a student's parents/guardians refuse or neglect to access treatment for a student who has been identified to be at risk for suicide, the Superintendent or designee shall consider whether a referral to child protective services for child neglect is needed. Pursuant to Penal Code 1116411174.3, the Child Abuse and Neglect Reporting Act, school employees who are mandated reporters are required to report child abuse or neglect, as defined in law, when they have knowledge of or reasonably suspect that a child is a victim of child abuse or neglect. See BP/AR 5141.4 - Child Abuse Prevention and Reporting.

The Superintendent or designee shall follow up with the parent/guardian and student in a timely manner to provide referrals to appropriate services as needed. If the parent/guardian does not access treatment for the student, the Superintendent or designee may meet with the parent/guardian to identify barriers to treatment and assist the family in providing follow-up care for the student. If follow-up care is still not provided, the Superintendent or designee shall consider whether he/she is required, pursuant to laws for mandated reporters of child neglect, to refer the matter to the local child protective services agency.

For any student returning to school after a mental health crisis, the principal or designee and/or school counselor may meet with the parents/guardians and, if appropriate, with the student to discuss re-entry and appropriate next steps to ensure the student's readiness for return to school.

Postvention

In the event that a student dies by suicide, the Superintendent or designee shall communicate with the student's parents/guardians to offer condolences, assistance, and resources. In

accordance with the laws governing confidentiality of student record information, the Superintendent or designee shall consult with the parents/guardians regarding facts that may be divulged to other students, parents/guardians, and staff.

The Superintendent or designee shall implement procedures to address students' and staff's grief and to minimize the risk of imitative suicide or suicide contagion. He/she shall provide students, parents/guardians, and staff with information, counseling, and/or referrals to community agencies as needed. School staff may receive assistance from school counselors or other mental health professionals in determining how best to discuss the suicide or attempted suicide with students.

Any response to media inquiries shall be handled by the district-designated spokesperson who shall not divulge confidential information. The district's response shall not sensationalize suicide and shall focus on the district's postvention plan and available resources.

After any suicide or attempted suicide by a student, the Superintendent or designee shall provide an opportunity for all staff who responded to the incident to debrief, evaluate the effectiveness of the strategies used, and make recommendations for future actions.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 15, 2021
SUBJECT: **Approve Waiver Request for Non Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022**

BACKGROUND: The Tracy Unified School District's Tracy Independent Study Charter School (TISCS) is in its first year of operation this 2020-2021 year. New charter schools in their first year of operation in Fiscal Year 2020-21 are not required to obtain a funding determination to receive funding for FY 2020-21 since all newly operational charter schools are required to offer instruction under the distance learning model for Fiscal Year 2020-21, which is not considered Non-Classroom Based Instruction. However, to receive funding for Non-Classroom Based ADA in FY 2021-22, these charter schools must submit a funding determination request by February 1, 2021.

RATIONALE: The Tracy Independent Study Charter School (TISCS) did not submit the required funding determination by the deadline date of February 1, 2021, and therefore must now complete a Waiver Request to obtain this funding. The Waiver process is twofold: An informational Public Hearing is required, and was held earlier in this Board Meeting, and then Board of Trustee Approval of the actual Waiver Request.

FUNDING: There is no cost attached to this Board Agenda.

RECOMMENDATION: Approve Waiver Request for Non Classroom Based Funding Determination for the Tracy Independent Study Charter School for 2021-2022.

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: March 17, 2021
SUBJECT: Consider and Approve Options to Reopen 7-12 Schools

BACKGROUND: On February 9, 2021 the updated TUSD reopening plan was presented to the Board. On February 23, 2021 the board approved Option #1, return grades K-6 on March 22, 2021 with the Hybrid/Distance Learning Concurrent Model. And approved the return of grades 7-12 when San Joaquin County moves to red tier if prior to end of March.

RATIONALE: Consider two options to reopen 7-12 schools that are presented to the board for TUSD schools and select one.

- Option 1: Reopen 7-12 schools when the county is in the red tier with a date to be determined. Open with a Hybrid/ Distance Learning Concurrent Model with the option of TUSD Independent Study Charter School K-12, or Distance Learning for grades 7-12 to families that prefer at home learning.
- Option 2: Stay in Distance Learning for Grades 7-12 if the District is not able to announce a return of the students on or before April 16 for a return by May 3.

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The Local Control Funding Formula and COVID-19 mitigation funds support the reopening of TUSD Elementary schools.

RECOMMENDATION: Consider and Approve Options to Reopen 7-12 Schools.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 8, 2021
SUBJECT: **Approve Tentative Agreements with the California School Employees Association**

BACKGROUND: Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association, the Agreement shall be in full force and effect from July 1, 2018 through June 30, 2021. For the 2020-2021 school year, there was one (1) initial re-opener, plus Article VIII, Pay and Allowances, Article X, Fringe Benefits. In addition, both parties mutually agreed to re-open Article XLIV, Duration Of And Procedure For Modifying This Agreement

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

- Article VIII, Pay and Allowances – TA signed September 2, 2020 (see attached)
- Article X, Fringe Benefits – TA signed September 2, 2020 (see attached)
- Article XXVIII, Evaluations – TA signed December 4, 2020 (see attached)
- Article XLIV, Duration Of And Procedure For Modifying This Agreement – TA signed January 5, 2021 (see attached)

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

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

FUNDING: None.

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

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: March 10, 2021
SUBJECT: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2021-2022 School Year and Submit it for Negotiations

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for reopener agreement contract negotiations for the 2021-2022 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: TEA's sunshine proposal was presented to the Board at the regularly scheduled board meeting on February 23, 2021 (see attached). The District is requesting to open Article VII, Duties; and Article XXXII, Job Sharing. Automatic reopeners are Article XIII, Salaries (Compensation); and Article XIV, Fringe Benefits.

The District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2021-2022 school year, changes in one of the currently open articles necessitates changes in other articles not currently open. Reopeners which have already been mutually agreed upon are Article I, Recognition; Article VI, Hours; Article X, Fair Share (Agency) Fee; and Article XX, Leave of Absence.

FUNDING: N/A

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2021-2022 School Year and Submit it for Negotiations.

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: March 12, 2021
SUBJECT: Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2021-2022 School Year

BACKGROUND: The three-year Master Agreement between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2024. For the 2021-2022 reopener contract negotiations, CSEA is requesting to meet and negotiate the following articles:

- VIII, Pay and Allowances
- X, Fringe Benefits
- XI, Hours and Overtime

This agenda item 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: N/A

RECOMMENDATION: Acknowledge Receipt of California School Employees Association's (CSEA) Sunshine Proposal for the 2021-2022 School Year.

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

**INITIAL PROPOSAL
FROM
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
AND ITS
TRACY UNIFIED CHAPTER #98 (“CSEA”)
TO
TRACY UNIFIED SCHOOL DISTRICT (“DISTRICT”)
FOR
2021-22 REOPENERS**

ARTICLE VIII – PAY AND ALLOWANCES

A fair and equitable increase to the salary schedule (Appendix A)

ARTICLE X – FRINGE BENEFITS

A fair and equitable increase to the District’s contribution for the health benefit allowances and all insurance policies unit members are provided

ARTICLE XI – HOURS AND OVERTIME

A fair and equitable increase to stand-by time