

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**APRIL 12, 2022**

**PLACE: DISTRICT EDUCATION CENTER**  
**BOARD ROOM**  
**1875 WEST LOWELL AVENUE**  
**TRACY, CALIFORNIA**

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

**TIME: 6:00 PM Closed Session**  
**7:00 PM Open Session**

**A G E N D A**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board:S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza<br>Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry  |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Findings of Fact: 21/22#80, 21/22#81, 21/22#82, 21/22#83, 21/22#84, 21/22#85, 21/22#86, 21/22#87, 21/22#88, 21/22#89, 21/22#90<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Paid Leave of Absence for Certificated Employee #UC-1303, Pursuant to Article XX<br><b>Action:</b> Motion__; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Consider Unpaid Leave of Absence for Certificated Employee #UC-1304, Pursuant to Article XX<br><b>Action:</b> Motion__; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.3</b> Consider Paid Leave of Absence for Certificated Employee #UC-1305, Pursuant to Article XX<br><b>Action:</b> Motion__; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.4</b> Release Probationary Classified Employee #UCL-415 Food Service Worker I<br><b>Action:</b> Motion__; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.5</b> Release Probationary Classified Employee #UCL-416 Utility Person II<br><b>Action:</b> Motion__; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.6</b> Release Probationary Classified Employee #UCL-417 Utility Person II<br><b>Action:</b> Motion__; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___ |                |

- 3.3.7** Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes \_\_\_; No\_\_\_; Absent \_\_\_; Abstain \_\_\_
- 3.3.8** 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** Action Taken on Findings of Fact: 21/22#80, 21/22#81, 21/22#82, 21/22#83.  
**3.2.1** 21/22#84, 21/22#85, 21/22#86, 21/22#87, 21/22#88, 21/22#89, 21/22#90  
**Action:** Motion\_\_\_, Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6b** Report Out of Action Taken on Consider Paid Leave of Absence for Certificated  
**3.3.1** Employee #UC-1303, Pursuant to Article XX  
**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6c** Report Out of Action Taken on Consider Unpaid Leave of Absence for  
**3.3.2** Certificated Employee #UC-1304, Pursuant to Article XX  
**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6d** Report Out of Action Taken on Consider Paid Leave of Absence for Certificated  
**3.3.3** Employee #UC-1305, Pursuant to Article XX  
**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6e** Report Out of Action Taken on Release Probationary Classified Employee  
**3.3.4** #UCL-415 Food Service Worker I  
**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6f** Release Probationary Classified Employee #UCL-416 Utility Person II  
**3.3.5**  
**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_
- 6g** Release Probationary Classified Employee #UCL-417 Utility Person II  
**3.3.6**  
**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**7. Approve Regular Minutes of March 22, 2022**

1-7

**Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**8. Student Representative Reports:** Tracy High: Iliana Cashen; West High: Lilly Banchero and Kaitlyn Durant; Kimball High: Omed Akbari; and Alternative Ed Campus: Diamond Torio. Williams Middle School: Ryder Seriosa, Gloria Havrysheuck, Eva Burg, and Alana Placido; Poet Christian School:

**9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:

- 9.1 Recognize Hirsch Elementary School's 5<sup>th</sup> Grader, Chris Harris for performing CPR on fellow student
- 9.2 Recognize the Outstanding Employees of the Spring Term for the 2021-22 School Year 8
- 9.3 Recognize Cathy Pope for receiving the 2022 President's Award of the California School Library Association
- 9.4 Recognize the Kimball High School Girls Soccer Team for winning the Nor Cal Regional Division V Championship
- 9.5 Recognize the Tracy High Mock Trial Team for Winning the 2022 San Joaquin County Mock Trial Competition
- 9.6 Kimball High 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 COVID 19 Updates

**10.2.2** Receive Report on Instructional Materials Adoptions 9-10

**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:** None.

**12.3 Human Resources:**

**12.3.1** Receive Public Comments Regarding Negotiations with California School Employees Association and the Tracy Unified School District (TUSD) 11

**12.3.2** 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** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 13-15

- 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 **16-17**

**13.2 Educational Services:**

- 13.2.1** Approve the District Summer Programs 2022 **18-20**
- 13.2.2** Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Art Freiler School and Jacobson School for the 2022-2023 School Year **21-31**
- 13.2.3** Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2022-2023 School Year **32-37**

**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **38-41**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **42-45**
- 13.3.3** Approve the Revised Instructional Calendars and Calendar Listings for Certificated and Classified for the 2022-2023 year **46-49**

- 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** Accept the Fiscal Year 2020-21 Annual Financial Audit (Separate Cover Item) **50**
- Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.2** Adopt Resolution No. 21-16 Authorizing Increase to Statutory Level I Developer Fees (Separate Cover Item) **51-59**
- Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.3** Adopt Resolution No. 21-17 of the Annual Developer Fee Report & Five-Year Findings for 2020-2021 Fiscal Year **60-68**
- Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.4** Resolution 21-18 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregate Principal Amount of Not to Exceed \$17,500,000 to Refinance Certain Maturities of Outstanding General Obligation Bonds with Respect to School Facilities Improvement District No.3 and Approving all Related Documents and Actions **69-77**
- Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.5** Certify Corrective Action to the 2020-21 Findings and Recommendations of the Independent Annual Financial Report (Separate Cover Item) **78**
- Action:** Motion\_\_\_; Second\_\_\_, **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

14.1.6

TRACY SCHOOL FACILITIES FINANCING AUTHORITY  
ANNUAL MEETING

79-80

April 12<sup>th</sup>, 2022

7:00 P.M.

Tracy Unified School District – Education Center  
1875 W. Lowell Ave.  
Tracy, CA 95376

1. **CALL TO ORDER**

2. *ROLL CALL/CONFIRMATION OF OFFICERS* -  
Establish Quorum

<i><b>Name</b></i>	<i><b>TSFFA Board Position</b></i>
Ameni Alexander	Chair
Zachary Hoffert	Vice-Chair
Nathalia Hughes Erskine	Secretary
Simran Kaur	Member
Steve Abercrombie	Member
Ana Blanco	Member
Lori Souza	Member

<i><b>Name</b></i>	<i><b>TSFFA Staff Position</b></i>
Brian Stephens	Executive Director
Rob Pecot	Treasurer and Controller

3. Comments from the Public on **Items Not on the Agenda**

(5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

Comments from the Floor on **Items On the Agenda**

(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.



#### 4. DISCUSSION/ACTION

4.1 Accept the 2020-2021 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

Action: Motion \_\_\_\_; Second \_\_\_\_; Vote: Yes \_\_\_\_; No \_\_\_\_; Absent; Abstain \_\_\_\_

#### 5. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Superintendent's Office at (209) 830-3201 (telephone). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

The Board reserves the right to take action on all items on the Agenda including "Discussion" items

#### 6. Reconvene Tracy Unified School District's Regular Meeting

##### 14.2 Educational Services:

**14.2.1** Adopt Resolution No. 21-15 Supporting the Recognition and Celebration of School Library Month **81-83**

**Action:** Motion \_\_\_\_; Second \_\_\_\_; **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**14.2.2** Approve the Agreements with the Boys and Girls Clubs of Tracy and the SJCOE, to Provide Extended Learning Opportunities to TUSD Students Under the Extended Learning Opportunity Program (ELO-P) **84-90**

**Action:** Motion \_\_\_\_; Second \_\_\_\_; **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**14.2.3** Approve TISC'S A-G Completion Improvement Grant Plan **91-93**

**Action:** Motion \_\_\_\_; Second \_\_\_\_; **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**14.2.4** Approve A-G Completion Improvement Grant Plan **94-98**

**Action:** Motion \_\_\_\_; Second \_\_\_\_; **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

##### 14.3 Human Resources:

**14.3.1** Approve Revised Job Description and Salary for Personnel Technician for Substitute Employees **99-101**

**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 2022-2023 School Year and Submit it for Negotiations **102-103**

**Action:** Motion \_\_\_\_; Second \_\_\_\_; **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**14.3.3** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year **104-106**

**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 May 10, 2022

17.2 May 24, 2022

17.3 June 14, 2022

17.4 June 28, 2022

**18. Upcoming Events:**

18.1 April 15-22, 2022

No School, Spring Break

18.2 May 27, 2022

Last Day of School

18.3 August 8, 2022

First 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 22, 2022**

- 6:30 PM:** 1-3. President Alexander 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(arrived late to closed session), L. Souza  
Staff: R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:01 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Findings of Fact: 21/22#78, 21/22#79  
3.2.1  
**Action:** Abercrombie, Souza. **Vote:** Yes-7; No-0.  
6b Report Out of Action Taken on Approve Settlement Agreement for  
3.2.2 Compensatory Education Services and Educational Supplies for Student and Attorney Fees  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- Minutes:** 7. **Approve Regular Minutes of March 8, 2022.**  
**Action:** Abercrombie, Erskine. **Vote:** Yes-5; No-0; Abstain-2(Blanco, Hoffert)
- Audience:** R. Newton, A. Lee, L. Nunes, D. Reese, D. Schneider, C. Munger, R. Soto, K. Smith, Z. Boswell, R. Mahiddin, B. Ryan, K. Jacobs, T. Mitchell, E. Quintana, B. Githere
- Student Rep Reports:** 8. Tracy High: Iliana Cashen reported that spring sports are back in session. Baseball and softball are doing well, and both beat Kimball. Swim and track are also back in action with only 2 more months left for our seniors. College and Career Week was held from March 14<sup>th</sup> to the 18<sup>th</sup> and was organized by our counselors. They also had spirit week with dress up days. The Fair was held after school from 2-4:00 and had a great turnout with lots of handouts. Counselors are also holding “Wellness Wednesdays” for students who can go during lunch to talk with counselors. The Prom is just around the corner. It will be held on April 9<sup>th</sup> in Oakland. They are excited to see everyone dress up and dancing.
- West High: Lilly Banchemo and Kaitlyn Durant reported that FFA celebrated FFA week with lunchtime activities and other programs. The finale was on Friday with a petting zoo that everyone enjoyed. Their Prom was held in San Francisco on March 5<sup>th</sup>, and everyone loved it. The food, venue and decor were incredible. Students loved screaming to the songs the DJ was playing. It was great to all be connected again. Many senior events are being planned. The Music Program will put on a benefit concert with the theme of “Heroes and Villains”.



Proceeds will be donated to St. Jude's. West High spring sports are doing well. Swimming, track, baseball and more have great athletics and are having a good season. The JV Softball and JR Track teams are undefeated. They are excited to have a Wrestling State Champion, Kalila Shrive, who is a junior at West. Associate Superintendent of Educational Services, Ms. Julianna Stocking, stated that she is the state champion and also won the Tri City Athletic League Sac Joaquin Section South and SJS masters title with a 5-0 win at state. She was presented with a certificate and flowers.

Kimball High: Anna Reese will be representing Kimball tonight. She reported that the counseling department has been working on sign-ups for summer school. They are planning the College and Career Day on April 1<sup>st</sup>. Students are starting the 4<sup>th</sup> quarter. They have "Nice Week" where students are nice to the students and staff, and they have activities. Spring sports week is coming up with dress up days, lunch time activities and a rally. Baseball, softball, swim and track teams have started and they are looking forward to cheering on these teams. The winter girls' soccer won and made it to the Norcal Division Championship.

Alternative Ed Campus: Diamond Torio reported that student had the opportunity to participate in job shadowing at the Lawrence Livermore Lab. This took place after school on February 23<sup>rd</sup>. Students were introduced to scientists and engineers and took a tour of the facility. They learned about careers and job opportunities at the lab. The basketball team is continuing to grow and their next tournament is coming up and they are excited. The Tracy Young Adult Program's students are learning individual living skills, cooking, job skills and laundry. Many of them are working at grocery outlet. They are taught community-based skills like riding the bus, shopping and ordering. Their end of year barbeque will be held on May 12<sup>th</sup> at Del Val Lake and graduation will take place at the county office.

**North School Reps:** Valeria Valdez, Alexis Galvan, Ridhamjot Kaur, and Matthew Lane presented a power point but first a group of students including let a chant and introduced themselves. Every Monday student leadership team makes announcements. Leadership plans many activities including dress up days, spirit Fridays, dances, music during lunch and student tutoring. They have partnered with Kimball High School to help start a lion project. They are working together to create a united campus. They showed pictures of students working together. And of their new building. There were pictures of the parent drop off and students hanging out waiting for the bell to ring. They shared some of the classes like AVID, DARE and STEM. Students did a great job at Science Olympiad, and they also showed students in STEM learning about rocks and animals. They showed pictures of their music and PE classes. Lunch time is a fun time to play games such as basketball, four square and chess. North's library engages students and is open during lunch. They are leading the way to tomorrow. Andrae Reymundo will lead the way at the state spelling bee competition. Students at North are learning to lead to become leaders who are diverse, equitable, strong and motivated. All students yelled "roar". They then spread kindness by passing out kind notes to the board.

**Kelly School Reps:** Sun Jim Saini, Kitika Singh, Sean Osborn and Jack Pytlik presented a power point. Their team ranked 10<sup>th</sup> place overall in the Science Olympiad competition. This was the highest in TUSD. Students won a bronze

medal for Sounds of Music and a gold medal for Mission Possible. The Yearbook Team was very productive, and the DARE program had a canned food drive. They introduced the student council members and explained the duties including money, events, activities and clubs. The Leadership class is in charge of announcements, lunch at Kinder, equipment management, recycling, tutoring and school events. They have organized drive through parades, music and games at lunch and March Madness.

**Recognition & Presentations:**

**9.1 Alternative Education Campus Presentation**

Principal, Traci Mitchell, presented a power point along with student Diamond Torio. They showed a power point that included information about Stein High School and Duncan Russell CDS. A critical component at school is Advisory. All teachers serve as advisors for 13-24 students that are their advisees. The Vision period includes personalized attention to students and families, that includes lessons, academic review, Adult School applications, monitoring off site progress and progress review. This is a designated time twice a week for students to meet. Enhanced communication is one pillar of advisory. Parents are contacted regarding student attendance and progress. They use a data talk sheet that has LCPAC, SBAC scores, etc. Their daily attendance is tracked. Continuation students have to attend 15 hours a week. If they do that and meet their lesson goals they can buy out on Friday. This is an opportunity to build school community. Students participate during vision class and planning. They use a countdown sheet. These are done by the students. Diamond then shared how it works. When you arrive at school, students are given a list of classes and credits that you need. This tells what students earn each week and how much more they will need. This system helped her organize and see where she is at and she was able to graduate this week. The school provides weekly report cards every Thursday and shows everything that the student has accomplishment during that week. The role of advisory is the key element in offering their vision.

**9.2 Recognize the Outstanding Employees of the Winter Term for the 2021-22 School Year**

The board recognized Marlene Hepner (9-12), Richard Newton (6-8) and Laura Nunes (K-5) as Outstanding Certificated Employees; Felipe Mendoza (unable to attend) (9-12) Micaela Gutierrez (6-8) Rebecca Silva (K-5) as Outstanding Classified Employees and Troy Edwards as the Outstanding Management Employee for the Winter Term of the 2021-2022 school year. They were given certificates by the board.

**Information & Discussion Items:**

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

**10.2 Educational Services:**

**10.2.1 Receive Report on COVID 19 Updates**

Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point on the latest COVID numbers. In San Joaquin County we are at 4.2 cases per 100,000 which is very close with California numbers which is 5.6 cases per 100,000. Testing is no longer covered by the government funding. We will continue to test all TUSD employees

free of charge through Crush the Curve. There may be a fee for community members using Heal 360.

## Hearing of Delegations

11. Brisa Gonzalez is a parent and is here again to talk about her struggles with the district. Her son has been out of school since January 19. She wants TUSD to catch up with the state regarding suspensions of students. She doesn't think it should be the same for everyone and wants changes made.

Kimberly Smith is a kindergarten teacher at Bohn School. With Kinder and TK transitional to full day, teachers had the opportunity to meet with Ms. Stocking and Ms. Salinas. It was a wonderful informational session to share input. She wanted to say thank you and she appreciated the open dialog and that the district is reaching out to these teachers and making it beneficial to all

Chris Munger, TEA President, thanked the district and board for approving the 2% one-time bonus. Classified, certificated and management all pulled together during the pandemic to problem solve and make sure that education for our students continued and services were received. This is much deserved and greatly appreciated.

Kim Jacobs thanked the board for the bonus although she bought things for her home so that she could teach from home. She also stated that every time something new is added, there is time lost on something that you thought was important before.

## Public Hearing:

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

## Consent Items:

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

**Action:** On all items except those voted on separately below and amending 13.3.2 and 13.3.3. Blanco, Abercrombie. **Vote:** Yes-7; No-0.

Item 13.1.4 Abercrombie, Blanco.

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

Item 13.1.5 Abercrombie, Erskine.

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

Item 13.2.1 Abercrombie, Blanco.

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

Trustee Blanco left the meeting at 8:14 pm

Trustee Blanco returned to the meeting at 8:17 pm

Item 13.2.9 Abercrombie, Erskine.

**Vote:** Yes-6; No-0; Absent-1(Blanco)

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (February, 2022)  
(Separate Cover Item)

13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein

with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

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

13.1.4 Approve Payroll Reports (February 2022)

13.1.5 Approve Revolving Cash Fund Reports (February, 2022)

**13.2 Educational Services:**

13.2.1 Approve Revised School Site Plan and Budget for the Remainder of the 2021 - 2022 School Year (Separate Cover Item)

13.2.2 Approve Agreement for Contract Services between Faith in Action Community Education Services and Kimball High School for the 2021-22 School Year

13.2.3 Approve Overnight Travel for Kimball High School Cheerleaders to Attend Cheer Camp at William Jessup University, Rocklin, CA on July 6-9, 2022

13.2.4 Approve Overnight Travel for the Kimball High School Dance Team and Coach to Attend the Varsity UDA Dance Camp at Marriot San Ramon, CA on July 31-August 2, 2022

13.2.5 Approve Special Contract Service Agreement with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Pscho Educational Evaluation

13.2.6 Approve Out of State Overnight Travel for the Director of STEM and the STEM Learning Accelerator Coordinator to Attend the National Science Teacher Association Annual Conference in Houston, Texas on March 30 – April 3, 2022

13.2.7 Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2021-2022 School Year

13.2.8 Approve Overnight Travel for the West High FFA Students and Advisors to Attend the Cal Poly State Field Day in San Luis Obispo, Ca. May 6-7, 2022

13.2.9 Approve Service Agreement for BMX Freestylers at Williams Middle School on March 31, 2022

13.2.10 Approve Agreement for World of Wonders (W.O.W) to provide STEM In-House Field Study Trips for McKinley Elementary TK and Kindergarten Students

**13.3 Human Resources:**

13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

**Action Items:**

**14.1 Administrative & Business Services:**

14.1.1 Accept the Fiscal Year 2020-21 Annual Financial Audit (Separate Cover Item)

**Action:** This item was pulled. No vote taken.

**14.1.2** Consider Claim 603602

**Action:** Claim rejected. Abercrombie, Kaur.

**Vote:** Yes-6; No-0; Absent-1(Blanco)

**14.1.3** Adopt Resolution No. 22-14 Authorizing Projects and Filing of Applications for Funding Under the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program

**Action:** Abercrombie, Souza. (Clerical error: this item should be numbered "Resolution No. 21-14" and was corrected on the resolution page.)

**Vote:** Yes-6; No-0; Absent-1(Blanco)

**14.2 Educational Services:**

**14.2.1 Approve Adoption of Instructional Materials**

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

**14.2.2** Approve the Expanded Learning Opportunity Program Plan (ELO/ELO-P) (Separate Cover Item)

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

**14.3 Human Resources:**

**14.3.1** Acknowledge Receipt of California School Employee Association Sunshine Proposal for the 2022-2023 School Year

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

**14.3.2** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2022-2023 School Year

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

**14.3.3** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year

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

**14.3.4** Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2022-2023 School Year and Submit it for Negotiations, Pending Public Input

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

**Board Reports:**

Trustee Souza thinks the best part of the meetings are the student presentations and enjoyed the little ones. She thanked Trustee Erskine who attended a presentation for her at Tracy High and saw the FEAST and other CTE programs. She attended the Parks and Rec meeting. A retired teacher was nominated for a park, however they wanted to reserve naming schools and facilities for them so looked at other community leaders in the city. Trustee Kaur thanked everyone for coming and it was cute to have all of the children here. She also congratulated Tracy High Mock Trial Team for winning the championship for San Joaquin County. They did an amazing job. Trustee Blanco thanked all for being here. She thanked the students that presented and is excited about the student who won the state wrestling. She is excited for them. She appreciates the administrations, teachers and classified who make it happen for the students. Trustee Abercrombie will be conducting a leadership academy for incoming high school students. Contact the Tracy Police Department if you are interested and you can earn community service hours. Clean up Day with DARE, Tracy Police and the Sikhs will be on April 2<sup>nd</sup> from 9:00 to 11:00a.m. If anyone wants to participate, please meet at Schulte and Corral Hollow Roads. He wished Dr. Stephens a speedy recovery from knee surgery. Trustee

Erskine thanked everyone for all of the presentations tonight. It is amazing to see how well our students are doing with the leadership and mentorship that principals and teachers have provided. She gave kudos to our vocational programs. She attended a meeting at Tracy High School, and she is glad we are pursuing those programs. She gave a warm thank you to Mrs. Mitchell and was glad Stein High was here to present. Trustee Hoffert thanked all presenters and congratulated the outstanding employees of the winter term. Trustee Alexander agrees and thanks everyone for their service. He acknowledges all employees whose name were not called tonight and was impressed with all the students.

**Assoc.  
Superintendent  
Report:**

Dr. Pecot commented that we all feel blessed at work. There are hundreds of good people here who work hard on behalf of our kids. He appreciates the job everyone is doing and is honored to be a part of TUSD.

**Adjourn: 8:25 pm**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date





## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** April 1, 2022  
**SUBJECT:** Recognize the Outstanding Employees of the Spring Term for the 2021-2022 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 Mark Sankus (9-12), Debra Rhodes (6-8) and Monica Guzman (K-5) as Outstanding Certificated Employees; Sharon Poppoff (9-12) Eddie Silva Jr (6-8) Susana Pelayo (K-5) as Outstanding Classified Employees and Traci Mitchell as the Outstanding Management Employee for the Spring Term of the 2021-2022 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 22, 2022  
**SUBJECT:** Receive Report on Instructional Materials Adoptions

**BACKGROUND:** Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State's content standards and consistent with the curriculum frameworks and the State's cycle of adoptions.

In the 2021-22 school year, the Instructional Media Center convened IM adoption committees for science instruction in TUSD, new elective courses, and established courses needing replacement materials. This report will update the Board on the progress of 9-12 science courses.

In compliance with Board Policy 6161.1, teachers have been analyzing, piloting, and evaluating textbooks using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME). The teacher teams selected IM programs and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
Enhanced Biology	McGraw Hill and Biozone	Inquiry into Life The Living Earth	2023 2020
Enhanced Chemistry	Houghton Mifflin Harcourt and Pivot Interactive	Chemistry in the Earth System Pivot Interactive (Digital)	2020 2022

**RATIONALE:** The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards of that content area, including the expanded needs of an "enhanced" course
- Instructional methods that actively engage all students at all levels of achievement
- Specific, explicit support for students learning English

- Strong support for required shifts in teachers' instruction aligned to the content frameworks

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 \$243,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

**RECOMMENDATION:** Receive Report on Instructional Materials Adoptions.

**Prepared by:** Debra Schneider, Ph.D.



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 16, 2022  
**SUBJECT:** Receive Public Comments Regarding Negotiations with California School Employees Association and the Tracy Unified School District (TUSD)

**BACKGROUND:** CSEA has submitted their Sunshine Proposal for Reopener Negotiations for the 2022-2023 school year at the regularly scheduled board meeting on March 22, 2022. The District has also presented their initial bargaining proposal at the board meeting on March 22, 2022.

**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 California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

**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 15, 2022  
**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 Reopener Negotiations for the 2022-2023 school year at the regularly scheduled board meeting on March 22, 2022. The District has also presented their initial bargaining proposal at the board meeting on March 22, 2022.

**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 of Human Resources.



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** March 29, 2022  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions  
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT**



**APRIL 12, 2022**  
**SUMMARY OF SERVICES**

---

A. Vendor: CI Solutions  
Site: Transportation  
Item: Three Year Managed Services Agreement – Expires 4/13/2025  
Services: CI Solutions will provide bus pass printing software, services, supplies, and hardware. This will replace the current bus pass processing system that no longer works with the District's bus routing software.  
Cost: \$6,784.23 for initial start up. < \$3,000.00 annually  
Project Funding: Home to School/Special Education Transportation

---

B. Vendor: RGA+ a studio of HMC Architects  
Site: Villalovoz Elementary School Modernization  
Item: Contract – Architectural Services  
Services: Assist with planned modifications as required by DSA for ADA upgrades, interior and exterior finishes, HVAC, roofing, and electrical/signal systems.  
Cost: Based on project estimate valuation of \$4M.  
Project Funding: General/Fund 35 Capital Improvement

---

C. Vendor: RGA+ A studio of HMC Architect  
Site: Bohn, Hirsch, Jacobson, McKinley, Villalovoz Elementary  
Item: Contract – Architectural Services  
Services: Assist with planned modifications as required by DSA for design and state approval of modifications as required to accommodate new buildings and to make site compliant with minimum state requirements.  
Cost: Based on project estimate valuation of \$5M.  
Project Funding: General/Fund 35 Capital Improvements

---

D. Vendor: RGA+ A studio of HMC Architect  
Site: CTE / AG Facility Expansion at West High School  
Item: Contract – Architectural Services  
Services: Assist with planned modifications as required by DSA for design and state approval of modifications as required to accommodate new buildings and to make site compliant with minimum state requirements.  
Cost: Based on project estimate valuation of \$5M.  
Project Funding: Fund 14/Def. Maintenance

---

E. Vendor: Opening Technologies, Inc.  
Site: Tracy High School  
Item: Contract

Services: Install new code compliant restrictive keying system for Tracy  
High School Buildings F,G, H, K, N and D (Phase 2).  
Cost: \$183,531.19  
Project Funding: Fund 14/Def. Maintenance

---

F. Vendor: RJ Commercial Flooring Company, Inc.  
Site: Villalovoz Elementary School  
Item: Contract – CMAS  
Services: Removal and Installation of new flooring as specified.  
Cost: \$326,654.93  
Project Funding: Fund 14/Def. Maintenance

---

G. Vendor: RJ Commercial Flooring Company, Inc.  
Site: Tracy Independent Charter School  
Item: Contract – CMAS  
Services: Removal and Installation of new flooring as specified.  
Cost: \$300,837.39  
Project Funding: Fund 14/Def. Maintenance

---



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** March 24, 2022  
**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:

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From Amazon Operations SJC7, various books at a combined total value of \$3,938.00. The books will be of great benefit to the students of Central School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Dominic Smith for the amount of \$500.00 (cash). This donation will benefit Tracy High School's band/music program.
2. Tracy Unified School District/Tracy High School: From Sue Miller with the Class of 1962, \$2000.00 (ck. #TBD) for the purchase of a bench with a small plaque that will read "Class of 1962". The commemorative bench will be placed near the entrance to the stadium.

West High School:

1. Tracy Unified School District/West High School: From Commercial Maintenance & Renovation for the amount of \$1,581.83 (ck. #4135). This donation will benefit West High School's volleyball teams and will go towards the purchase of embroidered backpacks.

**RATIONALE:** Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified

School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 25, 2022  
**SUBJECT:** Approve the District Summer Programs 2022

**BACKGROUND:** The goal of Tracy Unified Summer School Programs is to provide students with academic, social, and personal enrichment opportunities. Many times, when the traditional school year ends, student learning, access to school nutrition programs, and supervision comes to a stop. Despite major budget cuts and distance learning previous years, T.U.S.D. has provided a limited number of Summer Program opportunities which have included mandated Special Education Programs and Credit Recovery Courses for Tracy Unified students. To best meet the academic needs of our students and comply with federal mandates, an expanded Summer Program is being proposed.

**RATIONALE:** The District is required to provide an extended year Special Education Program each summer. This mandated program is for eligible students in Preschool through young adult, as determined by I.E.P.s. The Special Education Program will be held at two different school sites. Preschool through 8<sup>th</sup> grade students will be held at Art Freiler and 9<sup>th</sup> grade students through young adult will be held at West High School.

K-8 Summer Intervention Program is from 8:00 a.m. to 1:00 p.m. at North School and Bohn Elementary. This in person learning summer program is for students needing intervention in Math and English Language Arts. Our goal is to prepare students for the fall while building confidence heading into a new school year. The program will include daily instruction in academics and enrichment, STEM activities, physical education, art, and history.

Credit Recovery Summer School will be available to TUSD students in grades 9-12 to retake courses in which they have earned a D or an F. The credit recovery course available are offered through the online Edgenuity Curriculum.

For children who will be entering Kindergarten in Fall, 2022, a Kindergarten Bridge Program will be held at McKinley Elementary School. This program is a mandated piece of the Building Literacy Together (First 5) Grant, and seeks to aid students as well as their parents, in a successful transition into kindergarten.

High School Summer Bridge Program will again be offered for incoming 9<sup>th</sup> graders from District and feeder schools. It will be held at the three high schools, West High, Kimball, and Tracy High School. This program will enroll at-risk students and will aid in preparing these students for the rigors of high school. The Program consists of engaging learning projects – which include proper study skills, meetings with their upcoming school administrators, counselors, and classmates and follow-up tutorial support. The program seeks to give students the tools they need to successfully navigate high school, and thus prepare students for college or careers.

Summer English Learner Academy will be held at West High School. This program will serve identified students in grades 6-12 who are new to the US and or migrant who need additional English Development opportunities.

The dates for all Summer School programs are as follows:

Program	Grade	Location	Dates
Special Education	Pre K-12	Art Freiler	June 03-July 01, 2022
Special Education/Young Adult	9-12	West High School	June 03-July 01, 2022
Reg Ed Summer Intervention	K-8	North/Bohn	June 06-July 01, 2022
Credit Recovery	9-12	West High School	June 06-July 01, 2022
High School Bridge	9	West/Kimball/Tracy High	June 06-June 17, 2022
Kindergarten Bridge	K	McKinley Elementary	June 06-June 17, 2022
English Learner Academy	6-12	West High School	June 06-July 01, 2022

High School students who are not eligible to participate in Tracy Unified's summer programs may make up credits for courses failed during the school year by completing approved online courses or attending a State Junior College over the summer. All courses must be preapproved by the site principal and high school counselor. Students may earn a maximum of 30 Credit Recovery units during the summer. Students interested in taking credits for acceleration may elect to enroll in approved online courses or attend a State Junior College over the summer. All courses must be CSU/UC approved and students must be on track to graduate on time. Students may earn up to 20 credits. The cost associated with taking online Credit Recovery or Acceleration courses will be the responsibility of the student, parent, or guardian. Students enrolling in these courses must obtain prior written approval from the site principal and counselor.

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 careers; and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** All Special Education classes, Credit Recovery Summer Program, and High School Bridge Program will be funded with State designated and District funds. Language Academy Program will be funded with Title III. The Kindergarten Bridge Program will be



funded by First 5/Building Literacy Together and Title I. The costs associated with Credit Recovery and Acceleration courses taken outside of the district will be the responsibility of the student, parent, or guardian.

**RECOMMENDATION:** Approve the District Summer Programs 2022

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 29, 2022  
**SUBJECT:** Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Art Freiler School and Jacobson School for the 2022-2023 School Year

**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through eighth grade for four to eight week sessions (depending on the school). Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading project-based learning for the Common Core Standards. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** These contracts are to be paid with Site, Parent Club and Title 1 Funding. The Central School contract will not exceed \$8,272.00 to be paid from Title 1 funds. McKinley School contract will not exceed \$ 4,160.00 from Title 1 funds. Art Freiler School contract will not exceed \$780.00 from Parent Club. Jacobson School will not exceed \$4,992.00 from Site funds.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Art Freiler School and Jacobson School for the 2022 -2023 School Year.

**Prepared by:** Nancy Morgan Link, Principal, Central School.



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
Troy A. Brown, Ed.D., County Superintendent of Schools

**MEMORANDUM OF UNDERSTANDING**  
**(Art Feiler Elementary/ Linda)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Art Feiler School for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Art Feiler School, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED**

This Agreement calls for Art Feiler School to:

- 1) Provide supplies for artists in residence.
- 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 5) Expedite timely payment to SJCOE. Artist-in-Residence, Linda Brown who is a temporary employee of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

**II. TERM OF AGREEMENT**

Services by SJCOE will begin: March 7, 2023 and will continue on the following dates. See quote.

Number of classes: 3 classes, 4-week session.

Staff Contact at site: Renee Little, Teacher, 209-814-7740 rlittle@tUSD.net

Artist Contact: Linda Brown 914-5309 brownltd@yahoo.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

**III. COMPENSATION**

In consideration of the services provided, Art Feiler School will pay SJCOE the sum of \$780.00

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☒ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☒ No N/A

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION**

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.

**V. EXTENSION OF TERM**

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Art Feiler Elementary  
2421 W Lowell Avenue Tracy, CA 95376

3/29/22  
Date

SANDRA WENDELL, COORDINATOR Date  
ARTISTS-IN-SCHOOLS

CONTRACTING OFFICER Date  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



## Artists-in-Schools Residency Quote

209-468-4973 [swendell@sjcoe.net](mailto:swendell@sjcoe.net)

# Art Freiler School

Renee Little [rlittle@tusd.net](mailto:rlittle@tusd.net) or 209-814-7740

2022/2023 School Year

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
---------	---------	---------	-------

Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> March	<input type="checkbox"/> Linda	<input type="checkbox"/> 3 4th Grade Classes	<b>\$780.00</b>  Your invoice will be sent at the start of the residency.

### Notes:

Order supplies from the provided list on our website.

Contact Artists directly at:

Linda: 914-5309

[brownftf@yahoo.com](mailto:brownftf@yahoo.com)

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sjcoe Ais website](#)

### Session Dates:

March 7, 14, 21 and 28



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
Troy A. Brown, Ed.D., County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING  
(McKinley/ Linda)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and McKinley Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and McKinley Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for McKinley Elementary to:

- 1) Provide supplies for artists in residence.
- 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 5) Expedite timely payment to SJCOE. Artist-in-Residence, Linda Brown who is a temporary employee of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

II. TERM OF AGREEMENT

Services by SJCOE will begin: January 5, 2023 and will continue on the following dates. See attached.

Number of classes: 20 Classrooms, 4-week sessions.

Staff Contact at site: Shannon Bancroft 830-3319 sbancroft@tUSD.net

Artist Contact: Linda 209-914-5309 brownlinda@yahoo.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, McKinley Elementary will pay SJCOE the sum of \$4,160.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No ☐ N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No ☐ N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION


SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
Troy A. Brown, Ed.D., County Superintendent of Schools

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

  
\_\_\_\_\_  
McKinley Elementary  
800 W. Carlton Way, Tracy, CA 95376

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
SANDRA WENDELL, COORDINATOR      Date  
ARTISTS-IN-SCHOOLS

\_\_\_\_\_  
CONTRACTING OFFICER      Date  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION





## Artists-in-Schools Residency Quote

209-468-4973 [swendell@sjcoe.net](mailto:swendell@sjcoe.net)

# McKinley Elementary

Shannon Bancroft, Principal, 830-3319 or [sbancroft@tusd.net](mailto:sbancroft@tusd.net)

2022/2023 School Year

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
---------	---------	---------	-------

### Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> January	<input type="checkbox"/> Linda	20	<b>\$4,160.00</b>  Your invoice will be sent at the start of the residency.

### Notes:

Order supplies from the provided list on our website.

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

Contact Artists directly at:

Linda 209-914-5309  
[brownftf@yahoo.com](mailto:brownftf@yahoo.com)

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sjcoe Ais website](#)

### Session Dates:

#### Group A / 4 Classes

Jan. 10, 17, 24, 31

#### Group B / 4 Classes

Feb. 7, 14, 21, 28

#### Group C / 4 Classes

April 6, 20, 27, May 4

#### Group D / 4 Classes

Jan. 5, 12, 19, 26

#### Group E / 4 Classes

March 9, 16, 23, 30



**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**  
Troy A. Brown, Ed.D., County Superintendent of Schools

**MEMORANDUM OF UNDERSTANDING**  
**(Jacobson Elementary/ Mario, Tamar)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Jacobson School for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Jacobson School, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED**

This Agreement calls for Jacobson School to:

- 1) Provide supplies for artists in residence.
- 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 5) Expedite timely payment to SJCOE. Artists-in-Residence, Mario Tejada and Tamar Yefet who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

**II. TERM OF AGREEMENT**

Services by SJCOE will begin: December 16, 2023, and will continue on the following dates. See attached.

Number of classes: (24) Twenty four classes, 4-week sessions.

Staff Contact at site: Chandrabhabha Rajesh 830-3315 crajesh@tustd.net

Artist Contact: Mario 985-4435 donmario819@gmail.com / Tamar 485-2888 tamarvefet.art@gmail.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

**III. COMPENSATION**

In consideration of the services provided, Jacobson School will pay SJCOE the sum of \$4,992.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☒ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☒ No N/A

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION**

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.





## Artist in Schools Residency Quote

209-468-4973 [swendell@sjcoe.net](mailto:swendell@sjcoe.net)

# Jacobson Elementary

Chandra Rajesh 209-830-3315 or [crajesh@tusd.net](mailto:crajesh@tusd.net)  
School Year 2022/2023

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
---------	---------	---------	-------

### Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> December	<input checked="" type="checkbox"/> Mario - Please note the below dates listed for Mario are the only remaining dates he has available for 2022/2023. <input type="checkbox"/> Tamar	<input type="checkbox"/> 24	<b>\$4,992.00</b>  Your invoice will be sent at the start of the residency.

These dates are pending Artist approval. An MOU will be issued soon.

Notes:		Session Dates:
Order supplies from the provided list on our website.  Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.  Sign and return MOU.  Keep the copy for your records.  Click the link below for complete program details:  <a href="#">Sjcoe Ais website</a>	<b>Artist Contacts:</b>  Mario: 209-985-4435 <a href="mailto:donmario819@gmail.com">donmario819@gmail.com</a>  Tamar: 209-485-2888 <a href="mailto:tamarvefet.art@gmail.com">tamarvefet.art@gmail.com</a>	Group A / Mario / 5 Classes Dec 16, Jan 6, 13, 20  Group B / Mario / 5 Classes April 21, 28, May 5, 12  Group C / Tamar / 5 Classes Jan 5, 12, 19, 26  Group D / Tamar / 5 Classes Feb 2, 9, 16, 23  Group E / Tamar / 4 Classes March 2, 9, 16, 23



MEMORANDUM OF UNDERSTANDING  
(Central/Mario, Mandy, Rajni)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Central Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Central Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Central Elementary to:

- 1) Provide supplies for artists in residence.
- 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 5) Expedite timely payment to SJCOE. Artists-in-Residence, Mario Tejada, Mandy Holmes, and Rajni Sehgal, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 8, 2022 and will continue on the following dates. See quote.

Number of classes: 22 Classrooms, 8-week sessions.

Staff Contact at site: Nancy Link 830-3303 nlink@tUSD.net

Artist Contact: Mario 985-4435 donmario819@gmail.com Mandy 480-3672 mandaholmes22@gmail.com  
Rajni 666-0200 thisisrajni@yahoo.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, Central Elementary will pay SJCOE the sum of \$8,272.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No ☐ N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No ☐ N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

[Signature]  
Central Elementary  
200 West Eaton Avenue, Tracy, CA 95376

[Signature] Date  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS

3/29/22  
Date

[Signature] Date  
CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



## Artists-in-Schools Residency Quote

209-468-4973 [swendell@sjcoe.net](mailto:swendell@sjcoe.net)

# Central Elementary

Nancy Morgan Link 209-830-3303 School Year 2022/2023

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
---------	---------	---------	-------

### Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> September	<input type="checkbox"/> Mario <input type="checkbox"/> Mandy <input type="checkbox"/> Rajni	<input type="checkbox"/> 22	<b>\$8,272.00</b>  Your invoice will be sent at the start of the residency.

These dates are pending Artist approval. An MOU will be issued soon.

### Notes:

Order supplies from the provided list on our website.

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

Contact Artists directly at:  
 Mario: 985-4435  
[donmario819@gmail.com](mailto:donmario819@gmail.com)

Mandy: 480-36732  
[mandaholmes22@gmail.com](mailto:mandaholmes22@gmail.com)

Rajni: 666-0200  
[thisisrajni@yahoo.com](mailto:thisisrajni@yahoo.com)

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sicco Ais website](#)

### Session Dates:

#### Mario / Group A / 5 classes

Sept. 22, 29, Oct. 6, 13, 20, Nov. 3, 10, 17

#### Mario / Group B / 5 classes

March 2, 9, 16, 23, 30, April 6, 20, 27

#### Mario / Group C / 5 classes

Oct. 18, 25, Nov. 1, 8, 15, 29, Dec. 6, 13

#### Mandy / Group D / 4 classes

Aug 25, Sept. 8, 15, 22, 29, Oct. 6, 13, 20

#### Rajni / Group E / 4 classes

Sept 2, 9, 16, 23, 30, Oct. 7, 21, Nov 4



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** April 4, 2022  
**SUBJECT:** **Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2022-2023 School Year**

**BACKGROUND:** The Tracy Unified School District has implemented Advancement Via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District currently has nine AVID member schools: Kimball High School, Tracy High School, West High School, Art Freiler School, George Kelly School, Monte Vista Middle School, North School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation ~~rates~~ and college acceptance rates than their non-participating peers.

**RATIONALE:** AVID is a college readiness system for upper elementary through higher education students and is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #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:** LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed \$42,347.00.

**RECOMMENDATION:** Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2022-2023 School Year.

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



# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-83026  
 Client: Tracy Unified  
 Address: 1875 W Lowell Ave  
 Tracy, CA 95376

AVID Center Representative: Veronica Martinez  
 Phone: (858) 654-5117  
 Email: vmartinez@avid.org

Effective Date: July 01, 2022

Expiration Date: June 30, 2023

Art Freiler School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Art Freiler School SUBTOTAL:			<b>\$4,809.00</b>

Earl E Williams Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Earl E Williams Middle School SUBTOTAL:			<b>\$4,809.00</b>

George Kelly School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
George Kelly School SUBTOTAL:			<b>\$4,809.00</b>

Gladys Poet-Christian School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,225.00	\$3,225.00
1	AVID Weekly Elementary	\$625.00	\$0.00
Gladys Poet-Christian School SUBTOTAL:			<b>\$3,225.00</b>

Quote/Order  
 2022 - 2023 Tracy Unified Drafted: 03/03/2022

John C Kimball High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
John C Kimball High School SUBTOTAL:			<b>\$4,809.00</b>

Merrill F West High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Merrill F West High School SUBTOTAL:			<b>\$4,809.00</b>

Monte Vista Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Monte Vista Middle School SUBTOTAL:			<b>\$4,809.00</b>

North School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Combo Sites	\$4,849.00	\$4,849.00
1	AVID Weekly Elementary	\$625.00	\$0.00
1	AVID Weekly Secondary	\$625.00	\$610.00
North School SUBTOTAL:			<b>\$5,459.00</b>

Tracy High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,199.00	\$4,199.00
1	AVID Weekly Secondary	\$625.00	\$610.00
Tracy High School SUBTOTAL:			<b>\$4,809.00</b>

<b>TOTAL:</b>			<b>\$42,347.00</b>
			<b><i>plus all applicable taxes</i></b>

**Additional Comments:**

Quote/Order  
2022 - 2023 Tracy Unified Drafted: 03/03/2022

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees to a lesser number on this Quote/Order. If AVID DigitalXP ("DigitalXP") is taken instead of SI, prices will be adjusted accordingly upon completion of the training event. Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order.

No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any SI/DigitalXP registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Tracy Unified

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email: contracts@avid.org

By: \_\_\_\_\_  
Print  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

AVID Center  
9797 Aero Drive, Suite 100  
San Diego, CA 92123  
Employer ID # 33-0522594



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 30, 2022  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

### BACKGROUND:

### MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Maslyar, William Assistant Principal	Poet	6/30/2022	Accepted Principal position at Kimball High School
Waggle, Jonathan Assistant Principal	THS	6/30/2022	Accepted Principal position at Tracy High School

### BACKGROUND:

### CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Jimerson, Teela Special Ed. RSP	WMS	7/1/2022	Personal
Parks, Janet 5 <sup>th</sup> grade	Kelly	6/1/2022	Personal

### BACKGROUND:

### CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Galles, Donna Independent Study 1 <sup>st</sup> and 2 <sup>nd</sup> grades	TICS	6/30/2022	Retirement
Sandoval, Nancy 1 <sup>st</sup> grade	Bohn	5/30/2022	Retirement
Wilkinson, Leslie Kindergarten	Bohn	6/30/2022	Retirement

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	
<b><u>BACKGROUND:</u></b>	<b><u>CLASSIFIED RETIREMENTS</u></b>		
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Agcaoili, Delia Special Ed Para Educator	MVMS	3/8/2022	Personal
Arra, Shylaja Special Ed Para Educator	WMS	4/1/2022	Personal
Bledsaw, Malinda H.S. Administrative Secretary	THS	3/13/2022	Accepted a Payroll Technician Position
Clark, Suzanne Food Service Worker	CES	3/17/2022	Personal
Galvan, Tara Food Service Worker	WHS	3/16/2022	Accepted a FSW position with more hours
Gonzalez, Jaime Utility Person III	MOT	3/20/2022	Accepted a Irrigation Specialist/Bus Driver/Custodian Position
Gonzalez, Adriana Food Service Worker	WHS	3/30/2022	Accepted a FSW position with more hours

Hallman, Jessica Clerk Typist I	Ed Services	4/10/2022	Accepted K-8 Library Technician position
Lee, Idalis Para Educator I	Kelly	3/25/2022	Personal
McCurdy, Erin Food Service Worker	WHS	3/16/2022	Accepted a FSW position with more hours
Montalvo, Michele School Supervision Assistant	MVMS	3/21/2022	Accepted a Clerk Typist I position
Nelson, Genevieve Special Ed Para Educator	THS	3/10/2022	Personal
Orta, Sonya Utility Person III	MOT	3/14/2022	Accepted a Driver/Dispatcher Position
Pereira, Richard Utility Person II	MOT	4/3/2022	Accepted a Groundskeeper I Position
Reyes III, Felix Groundskeeper I	KHS	3/29/2022	Accepted a Irrigation Specialist position
Rodriguez, Deisy Food Service Worker	WMS	3/31/2022	Personal
Ruiz, Carlos Utility Person III	MOT	3/22/2022	Accepted a Utility Person III position
Smith, Jayla School Supervision Assistant	FES	3/20/2022	Accepted a Para Educator I position
Zamora, Sonia Food Service Worker	MES	3/30/2022	Accepted a School Assistant position

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

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





# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 31, 2022  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED**  
**CONFIDENTIAL**

**BACKGROUND:**

**CERTIFICATED**

Dominguez, Ellen

Hirsch Elementary  
5<sup>th</sup> grade (Replacement)  
“A” Class II, Step 6 \$59,422.00  
Fund: General  
To begin the 2022-2023 school year

Hillary Espinoza

West High School  
English (Replacement)  
“B” Class IV, Step 9 \$75,522.00  
Fund: General  
To begin the 2022-2023 school year

Rodriguez, Natalie

South/West Park Elementary  
2<sup>nd</sup> grade GATE (New)  
Fund: General  
“B” Class VI, Step 1 \$65,766.00  
Fund: General  
To begin the 2022-2023 school year

Rottenburg, Marie-Anne

Williams Middle School  
6<sup>th</sup> grade (Replacement)  
“B” Class III, Step 1 \$14,165.00  
Fund: General

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED**

**CONFIDENTIAL**

**BACKGROUND:**

Avila, Kimberlee

Bledsaw, Malinda

Flores, Arnida

Franco, Claudia

Galvan, Tara

Gonzalez, Adriana

Gonzalez, Jaime

Hallman, Jessica

McCurdy, Erin

**CLASSIFIED**

School Supervision Assistant (Replacement)

George Kelly

1 hour per day

Range 21, Step A - \$15.27 per hour

Fund: General Funds

Payroll Technician (Replacement)

Finance

8 hours per day

Range 52, Step A - \$31.43 per hour

Fund: General Fund

Bus Driver (New)

Transportation

8 hours per day

Range 38, Step A - \$22.62 per hour

Fund: Home to School Transportation, Special Ed  
Transportation

Food Service Worker (Replacement)

2.5 hours per day

Range 22, Step A - \$15.60 per hour

Fund: Child Nutrition-School Program

Food Service Worker (New)

Central

3 hours per day

Range 22, Step C - \$17.11 per hour

Fund: Child Nutrition – School Program

Food Service Worker (New)

West High School

4 hours per day

Range 22, Step E - \$18.78 per hour

Fund: Child Nutrition – School Program

Irrigation Specialist/Bus Driver/Custodian

MOT

8 hours per day

Range 38, Step C - \$24.87 per hour

Fund: Ongoing and Major Maintenance, Special Ed  
Transportation

K-8 Library Technician (Replacement)

Central

6 hours per day

Range 30, Step C - \$20.58 per hour

Fund: ESSER 2 and State Lottery

Food Service Worker (New)

West High School

	7 hours per day Range 22, Step D - \$17.94 per hour Fund: Child Nutrition – School Program
Montalvo, Michele	Clerk Typist I (New) Monte Vista 8 hours per day Range 23, Step A - \$19.24 Fund: ELO Grant
Munoz de Floriano, Lilia	Food Service Worker (Replacement) SWP 3 hours per day Range 22, Step D - \$17.94 per hour Fund: Child Nutrition – School Program
Pereira, Richard	Groundskeeper I (New) MOT/THS 8 hours per day Range 33, Step E - \$27.27 per hour Fund: Ongoing and Major Maintenance
Reyes, Felix	Irrigation Specialist (Replacement) MOT 8 hours per day Range 36, Step D - \$24.87 per hour Fund: Ongoing and Major Maintenance
Ruelas, Francisca	Para Educator I (Replacement) North Elementary School 4 hours per day Range 24, Step A - \$16.35 per hour Fund: IASA-Title I Bas Grnts Low Inc
Ruiz, Carlos	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$24.87 per hour Fund: Special Ed transportation, General Fund – Unrestricted, Ongoing and Major Maintenance
Sakthivasan, Raksha	IEP Para Educator I (New) Williams Middle School 6 hours per day Range 24, Step C - \$17.94 per hour Fund: Special Education
Smith, Jayla	Para Educator I (New) Freiler 8 hours per day Range 24, Step A - \$16.35 per hour Fund: ELO Grant
Sonya Orta	Driver/Dispatcher (Replacement) MOT

8 hours per day  
Range 38, Step E - \$27.32 per hour  
Fund: Home to School Transportation, Special Ed  
Transportation

Zamora, Sonia

School Supervision Assistant (Replacement)  
McKinley  
1.5 hours per day  
Range 21, Step E - \$18.32 per hour  
Fund: General Fund

**BACKGROUND:**

**COACHES**

Rodrigo Galindo

Softball- Soph  
Kimball High  
Stipend: \$ 5089.18

Rebekah Doran

Swimming- Varsity Head  
Tracy High  
Stipend: \$5514.24

Cammi Baumann

Volleyball- Boys' Soph  
Tracy High  
Stipend: \$5089.18

**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:** April 12, 2022  
**SUBJECT:** **Approve the Revised Instructional Calendars and Calendar Listings for Certificated and Classified for the 2022-2023 year**

**BACKGROUND:** Attached is the revised Instructional Calendar for the 2022-23 school year to include the change of Early Release for professional development activities from Mondays to Wednesdays in accordance with a Memorandum of Understanding signed by Tracy Unified School District and Tracy Educators Association. 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 2022-2023 year.

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

TUSD - CERTIFICATED CALENDAR FOR 2022-23  
**Traditional FIRST YEAR Teachers: Contract year starts 7/26/2022 (TTIP 7/20, 7/21, 7/22, 7/25, 7/26, & 8/1)**  
**Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/4/22**  
**School Starts for STUDENTS on Monday, August 8, 2022**

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	18-22	0	0	0	3		TTIP Yr 1 Tchrs -July 20th - July 22nd
Jul	25-29	0	1	0	1		TTIP Yr 1 Tchrs -July 25th; TTIP Yr 1 Tchrs Contract Day, July 26 Contract Day
Aug	1-5	0	3	2		1*	<b>TTIP Yr 1 Contract Day, Aug 1st, Site Contract Day - Yr 1 Tchrs; Aug 3rd BBD; Required ALL Teachers - Thurs, Aug 4th Dist Staff Dev Day; Fri, Aug 5th Site Based Planning/Prep; Tues., Aug 2nd, 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 2, 2022 and/or May 30, 2023.</b>
Aug	8-12	5	5	5			Aug. 8th - 1st Day of Classes
Aug	15-19	5	5	5			
Aug	22-26	5	5	5			
Aug-Sept	29-2	5	5	5			
Sept	5-9	4	4	4			Mon, Sept 5th, Labor Day
Sept	12-16	5	5	5			
Sept	19-23	5	5	5			
Sept	26-30	5	5	5			
Oct	3-7	5	5	5			
Oct	10-14	5	5	5			Fri, Oct 14th - Min Day K-12; <b>49 Days in 1st Quarter &amp; end of 1st Trimester - 49 days</b>
Oct	17-21	5	5	5			
Oct	24-28	4	5	5			Mon. Oct 24th Parent Conferences, Min Day Oct 26th-Oct 28th, K-5, K-8, 6-8
Oct-Nov	31-4	5	5	5			
Nov	7-11	4	3	3			Fri., Nov 11th Veteran's Day
Nov	14-18	5	5	5			
Nov	21-25	0	0	0			Mon-Wed, Nov 21st-23rd, Board Designated Non work days - Th-Fri, Nov 24th-25th Thanksgiving Break
Nov-Dec	28-2	5	5	5			
Dec	5-9	5	5	5			
Dec	12-16	5	5	5			<b>38 Days in 2nd Qtr; 1st Sem = 87 days; Min Day Dec 14th-15th, 9-12; Min Day Dec 16th, 6-12</b>
Dec	19-23	0	0	0			Winter Break Dec 19th thru Jan 2nd
Dec	26-30	0	0	0			Winter Break Dec 19th thru Jan 2nd
Jan	2-6	4	5	5			Mon, Jan 2nd - New Year's Day
Jan	9-13	5	5	5			
Jan	16-20	4	4	4			Mon, Jan 16th - ML King's Day
Jan	23-27	4	4	4		1*	Fri., Jan 27th BBD
Jan-Feb	30-3	5	5	5			
Feb	6-10	5	5	5			<b>Fri., Feb 10th End of 2nd Trimester, 65 Days; Fri, Feb 10th, Min Day K-5 &amp; K-8</b>
Feb	13-17	4	4	4			Mon., Feb 13th - Lincoln's Day
Feb	20-24	4	4	4			Mon, Feb 20th - President's Day
Feb-Mar	27-3	4	4	4			Fri., Mar 3rd, Board Designated Non-workday (no students or 10 mon. employees)
Mar	6-10	5	5	5			<b>44 Days in 3rd Quarter; Fri, Mar 10th, Min Day 6-12</b>
Mar	13-17	5	5	5			
Mar	20-24	5	5	5			
Mar	27-31	5	5	5			
Apr	3-7	4	5	5			Fri, Apr 7th - Board designated non-work day
Apr	10-14	0	4	4			Spring Break Apr 10th-Apr 14th
Apr	17-21	5	0	0			
Apr	24-28	5	5	5			
May	1-5	5	5	5			
May	8-12	5	5	5			
May	15-19	5	5	5			Fri, May 19th. Min Day K-5, K-8 & 6-8
May	22-26	5	5	5			May 23rd-25th, Min Day 9-12; Fri, May 26th, Last Day of School, Min Day K-12; <b>49 days in 4<sup>th</sup> Qtr; 93 days in 2nd Sem; 66 days in 3rd Tri.</b>
May-Jun	29-2	0	0	0			Mon, May 29th Memorial Day; Tues, May 30st, 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. 2, 22 and/or May 30, 2023.

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 2022-23  
Board Approved 4/12/2022

		Work	Work	
Month	Dates	Days	Days	Holidays
		12-Mo	10-Mo	
July	1	1	0	
July	4-8	4	0	Mon, July 4th - Independence Day
July	11-15	5	0	
July	18-22	5	0	
July	25-29	5	0	
Aug	1-5	5	1	Fri., Aug. 5 - 1st day for 10-month Employees
Aug	8-12	5	5	Mon., Aug. 8 - 1st Day of School
Aug	15-19	5	5	
Aug	22-26	5	5	
Aug - Sept	29-2	5	5	
Sept	5-9	4	4	Mon, Sept 5th - Labor Day
Sept	12-16	5	5	
Sept	19-23	5	5	
Sept	26-30	5	5	
Oct	3-7	5	5	
Oct	10-14	5	5	
Oct	17-21	5	5	
Oct	24-28	5	4	Mon, Oct 25th- Non work day for 10 mo. Employees (no pay)
Oct - Nov	31-4	5	5	
Nov	7-11	4	4	Fri, Nov 11th - Vet. Day
Nov	14-18	5	5	
Nov	21-25	3	0	Nov 21st- 25th, Non Work Day for 10-mo. Employees (no pay) Th-Fri. Nov 24th-25th Thanksgiving Break
Nov - Dec	28-2	5	5	
Dec	5-9	5	5	
Dec	12-16	5	5	
Dec	19-23	4	0	Dec. 23rd Christmas Eve Holiday; Winter Break Dec. 19th - Jan 3rd for 10-mo. Employees
Dec	26-30	3	0	Dec. 26th Christmas Day Holiday; Fri, Dec. 30th Board Designated Non-workday (no pay) for 12 mo. Employees
Jan	2-6	4	4	Mon, Jan 2nd New Year's Day Holiday
Jan	9-13	5	5	
Jan	16-20	4	4	Mon, Jan 16th, ML King's Day;
Jan	23-27	5	4	Fri, Jan 27th - Non Work Day for 10-mo. Employees (no pay)
Jan - Feb	30-3	5	5	
Feb	6-10	5	5	
Feb	13-17	4	4	Mon, Feb 13th - Lincoln's Day
Feb	20-24	4	4	Mon, Feb 20th - President's Day
Feb - Mar	27-3	5	4	Fri, March 3rd- Non Work Day for 10 mo. Employees only (no pay)
Mar	6-10	5	5	
Mar	13-17	5	5	
Mar	20-24	5	5	
Mar	27-31	5	5	
Apr	3-7	4	4	Fri, April 7th Spring Recess Day
Apr	10-14	4	0	Mon, April 10th Spring Recess Day; Spring Break, April 10th - April 14th - 10 mo. Employees (no pay)
Apr	17-21	5	5	
Apr	24-28	5	5	
May	1-5	5	5	
May	8-12	5	5	
May	15-19	5	5	
May	22-26	5	5	Fri, May 26th Last Day of School
May - June	29-2	4	0	Mon, May 29th Memorial Day
June	5-9	5	0	
June	12-16	5	0	
June	19-23	4	0	Mon, June 19th Juneteenth Holiday
June	26-30	5	0	
Total work days:		245	181	TOTAL Work Days 245 (12-mo) 181 Work Days (10-mo)

# 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	E10	11	12	13
14	15	16	E17	18	19	20
21	22	23	E24	25	26	27
28	29	30	E31			

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	E7	8	9	10
11	12	13	E14	15	16	17
18	19	20	E21	22	23	24
25	26	27	E28	29	30	

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	E5	6	7	8
9	10	11	E12	13	M14	15
16	17	18	E19	20	21	22
23	24	25	V26	M27	M28	29
30	31					

November 2022						
S	M	T	W	T	F	S
		1	E2	3	4	5
6	7	8	E9	10	11	12
13	14	15	E16	17	18	19
20	21	22	23	24	25	26
27	28	29	E30			

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	E7	8	9	10
11	12	13	V14	M15	M16	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	E4	5	6	7
8	9	10	E11	12	13	14
15	16	17	E18	19	20	21
22	23	24	E25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			E1	2	3	4
5	6	7	E8	9	M10	11
12	13	14	E15	16	17	18
19	20	21	E22	23	24	25
26	27	28				

March 2023						
S	M	T	W	T	F	S
			E1	2	3	4
5	6	7	E8	9	M10	11
12	13	14	E15	16	17	18
19	20	21	E22	23	24	25
26	27	28	E29	30	31	

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	E5	6	7	8
9	10	11	12	13	14	15
16	17	18	E19	20	21	22
23	24	25	E26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
	1	2	E3	4	5	6
7	8	9	E10	11	12	13
14	15	16	E17	18	M19	20
21	22	M23	V24	M25	26	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	

○ First and Last Days of School    ■ Student Attendance Days    ■ Holidays    ■ Board Designated Non Workday (no Students)    ■ Staff BBD (no students)

- G** P/T Conference (no students)
- T** Teacher Pre-Service Days (no students)
- V** Voluntary Classroom Prep Day. (Optional. May be utilized as follows: 1 Full day or two half days)
- E** Early Release **Wednesday** (ERW)
- M** Minimum Day, all grades, K-12 (All Schools)
- M-1** Minimum Day, grades K-5 & K-8 (Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North Poet, South/West Park, Villalovoz)
- M-2** Minimum Day, grades K-5, K-8 & 6-8 (M-1 schools plus Monte Vista and Williams)
- 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)
- V** Varying Schedule Days:
  - 10/26/2022: ERW for grades 9-12 & Minimum Day for grades K-5, K-8, 6-8
  - 12/14/2022: Minimum Day grades 9-12 & ERW for grades K-5, K-8, 6-8
  - 5/24/2023: Minimum Day grades 9-12 & ERW for grades K-5, K-8, 6-8





## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Associate Superintendent for Business Services  
**DATE:** January 27, 2022  
**SUBJECT:** **Accept the Fiscal Year 2020-21 Annual Financial Audit**

**BACKGROUND:** Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issued. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

**RATIONALE:** The audit for the 2020-21 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the District's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2021.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

**FUNDING:** This report generates no cost.

**RECOMMENDATION:** Accept the Fiscal Year 2020-21 Annual Financial Audit.

**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 30, 2022  
**SUBJECT:** Adopt Resolution No. 21-16 Authorizing Increase to Statutory Level 1 Developer Fees

**BACKGROUND:** On March 13<sup>th</sup>, 2018 the TUSD-Board adopted Resolution No. 17-24, which provided the rational and justification for imposing residential and commercial/industrial development fees that may be levied for schools. The approval of Resolution No. 17-24 by the Board was made after consideration of any public comments and hearings needed under statutes.

**RATIONALE:** Education Code section 17620, et seq., and Government Code section 65995, et seq., authorize school districts to impose certain fees on new development to mitigate the impact on school facilities. The maximum Level 1 developer fees that a school district may charge are set by state statute. Statutory Level 1 developer fee rates are set by the State Allocation Board (“SAB”) every two years. A fee justification study is required to establish that: (i) a nexus exists between new development in a school district and the need for school facilities, and (ii) the amount of the Level 1 developer fees imposed on each type of development.

The District’s Board last increased statutory Level 1 developer fees at its regularly scheduled meeting on March 24, 2020. Specifically, the Level 1 fees adopted in 2020 were \$4.08 per square foot of assessable space of residential construction, and \$0.66 per square foot of chargeable covered and enclosed space of commercial/industrial construction (but \$0.066/sq. ft. for rental self-storage projects) within the boundaries of the District. For projects located in the shared boundaries of the District, Banta Elementary School District, Jefferson School District or New Jerusalem Elementary School District, \$1.02/sq. ft. of assessable space for residential development, and \$0.165/sq. ft. of chargeable covered and enclosed space for commercial/industrial projects (but \$0.012/sq. ft. for rental self-storage projects).

**ADDITION INFORMATION:** In February 2022, the SAB increased the allowable maximum Level I developer fee on residential development from \$4.08 to \$4.79 per square foot of assessable space, and on commercial/industrial development from \$0.66 to \$0.78 per square foot of chargeable covered and enclosed space. In order for the District to use the new rate, the

District needs to prepare a fee justification study to establish the required nexus and demonstrate that the facilities needs of the District are equal to or more than the new rate, and the Board must adopt that study.

Cooperative Strategies, the District's consultant, previously prepared the fee justification studies entitled, "Residential Development School Fee Justification Study for Tracy Unified School District" and "Commercial/Industrial Development School Fee Justification Study for Tracy Unified School District", (collectively, "Fee Justification Report") as outlined in Section 17620 and 17621 of the Education Code. The District's Board received and adopted the Fee Justification Report at the March 13, 2018 Board meeting. (A copy is likewise attached hereto for Board review). The Fee Justification Report concludes that the District is fully justified in levying the maximum Level I developer fee rates for future residential development and for future commercial/industrial development, except for rental self-storage, which is justified at \$0.066 per square foot of development for projects within the boundaries of the District and \$0.012 per square foot of development for projects located in the shared boundaries of the District and Jefferson School District or New Jerusalem Elementary School District.

In accordance with applicable law, the District publicly advertised a Notice of Public Hearing regarding the proposed increase in statutory Level 1 developer fees, the Notice was provided to those requesting such notice prior to the public hearing, and the Fee Justification Report was made available for public review as of April 1, 2022.

Although it appears that mitigation payments are exempt from the annual reporting requirements of GC 66001(d) & 66006(b) since they are special taxes and not a "fee", they are included in the report in order to show a complete picture.

**FINANCIAL IMPACT:** Commencing 60 days from the date of Board adoption of Resolution No. 21-16, the District is authorized to charge: (i) \$4.79/sq. ft. of assessable space for residential development, and \$0.78/sq. ft. of chargeable covered and enclosed space for commercial/industrial projects (but \$0.066/sq. ft. for rental self-storage projects) located within the boundaries of the District; and (ii) \$1.1975/sq. ft. of assessable space for residential development, and \$0.195/sq. ft. of chargeable covered and enclosed space for commercial/industrial projects (but \$0.012/sq. ft. for rental self-storage projects) located in the shared boundaries of the District and Jefferson School District or New Jerusalem Elementary School District.

**FUNDING:** Fund 25- Mitigation/Development Fees

**SUPPORTING DOCUMENTS:** Resolution No.17-24 Authorizing Increase in Statutory Level 1 Developer Fee Justification Report for New Residential and Commercial/Industrial Development, dated March 2, 2018.

**RECOMMENDATIONS:** Adopt Resolution No. 21-16 Authorizing Increase to Statutory Level 1 Developer Fees.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION No. 21-16**

**Authorizing Increase to Statutory Level 1 Developer Fees**

**WHEREAS**, Education Code section 17620, *et seq.*, and Government Code section 65995, *et seq.*, authorize the governing board of any school district within the state of California to levy a fee against residential, commercial and industrial development projects within the school district for the purpose of funding the construction and reconstruction of school facilities.

**WHEREAS**, the Board of Education (“Board”) of the Tracy Unified School District (“District”) has previously adopted and imposed statutory school impact fees (“School Fees”) for new residential, commercial and industrial development pursuant to Education Code section 17620.

**WHEREAS**, pursuant to Education Code section 17623, the District and its feeder school districts, Jefferson School District and New Jerusalem Elementary School District, have entered into an agreement whereby the District is to receive twenty-five percent (25%) of the maximum fees permitted to be levied under Education Code section 17620 and Government Code section 65995.

**WHEREAS**, pursuant to Government Code section 65995(b)(3), the State Allocation Board, at its meeting in February 2022, increased the maximum amount of School Fees that may be imposed to \$4.79 per square foot of assessable space for residential construction described in Government Code section 65995(b)(1) and \$0.78 per square foot for commercial and industrial construction described in Education Code section 65995(b)(2).

**WHEREAS**, future residential and commercial/industrial development is anticipated to generate additional students and result in an increase in enrollment beyond the capacity of the District’s existing facilities, and the District is required to provide school facilities (“School Facilities”) to accommodate those students.

**WHEREAS**, the District does not have sufficient funds available for the construction or reconstruction of the School Facilities, including potential acquisition of sites, construction of permanent School Facilities, acquisition of interim School Facilities, lease or acquisition of portable classrooms to meet temporary needs, and supplemental central administrative support, to accommodate those unhoused students.

**WHEREAS**, the Board received and previously adopted the “Residential Development School Fee Justification Study for Tracy Unified School District” and “Commercial/Industrial Development School Fee Justification Study for Tracy Unified School District” (collectively, “Fee Justification Report”) at the March 13, 2018 Board meeting, which analyzes the impacts of residential development and all categories of commercial/industrial development upon the District’s enrollment, and the resulting needs for new and/or refurbished School Facilities.

**WHEREAS**, the Fee Justification Report includes information, documentation, and analysis of the District's school facility needs, including: (a) the purpose of the statutory school fees; (b) the use to which the statutory school fees are to be put; (c) the nexus (roughly proportional and reasonable relationship) between the residential and commercial/industrial development and (1) the use for statutory school fees, (2) the need for school facilities, (3) the cost of school facilities and the amount of statutory school fees from new residential and commercial/industrial development; (d) a determination of the impact of the increased number of employees anticipated to result from the commercial/industrial development (by category) upon the cost of providing school facilities within the District; (e) an evaluation and projection of the number of students that will be generated by new residential development; (f) the new school facilities that will be required to serve such students; (g) the cost of such school facilities; (h) the existing level of service for District school facilities; (i) the proposed new level of service; and (j) an explanation of why the new level of service is appropriate.

**WHEREAS**, the Fee Justification Report supports the increase of the District's existing School Fees to the maximum amount authorized by the SAB in February 2022. Accordingly, the Board has reviewed the assumptions of the Fee Justification Report and evaluated the amount of fees collected.

**WHEREAS**, more specifically, the Board reviewed and considered the findings in the Fee Justification Report, which analyzes the District's current school facilities, the estimated number of students which will be generated by new residential and commercial and industrial development projected within the District, the estimated number of students who may be unhoused based on District's current facilities and estimated number of students generated, and the estimated costs which will be required to construct permanent and/or refurbished School Facilities to accommodate the students generated by such development.

**WHEREAS**, the Fee Justification Report justifies the District's imposition of School Fees on residential construction as set forth in this Resolution by analyzing student generation rates for residential development projects and by demonstrating that new School Facilities are necessary to accommodate increased enrollment resulting from such new development.

**WHEREAS**, the Fee Justification Report further justifies the District's imposition of School Fees on new commercial and industrial construction (except for rental self-storage) as set forth in this Resolution by analyzing specific categories of commercial and industrial development which were determined to impact the District's school facilities based upon the average employee per square foot of commercial/industrial development, and the School Facility cost calculated from those employees working in the District.

**WHEREAS**, the findings in the Fee Justification Report demonstrate that the estimated costs of providing School Facilities for students generated by new development will exceed the maximum amount of revenue which will be collected from School Fees levied pursuant to Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.*

**WHEREAS**, the increased School Fees levied against new residential, commercial and industrial development will be used to finance or fund School Facilities necessary to accommodate students generated from new development, including but not limited to, potential acquisition of new school sites, construction or reconstruction of School Facilities, acquiring and installing interim School Facilities, leasing or acquiring portable classrooms, supplemental central administrative support,

and other miscellaneous purposes resulting from student enrollment growth caused by projected new development.

**WHEREAS**, no city, county, or the Office of Statewide Health Planning and Development may issue a building permit for any new residential, commercial or industrial development within the District absent a certification of compliance by the owner/developer with the requirements regarding payment of school facilities fees as set forth in Education Code section 17620, *et seq.*, and Government Code section 65995, *et seq.*

**WHEREAS**, the District: (a) has made available to the public ten (10) days prior to its public hearing the proposed Fee Justification Report and data indicating the estimated cost required to provide the School Facilities for which the increased School Fees are levied and the revenue sources anticipated to provide the School Facilities as demonstrated in the Fee Justification Report; (b) at least thirty (30) days prior to this meeting, posted the notice of the meeting and mailed the notice to those who requested notice on the District's intent to initiate a nexus study; (c) at least fourteen (14) days prior to this meeting, mailed to all interested parties who have requested in writing notice of the meeting on new or increased fees; (d) published the notice of public hearing twice with five (5) days intervening between publications in The Record, a newspaper of general circulation in the District; and (e) held a duly noticed, regularly scheduled public hearing on this day, at which oral and written presentation was received regarding the Fee Justification Report and the proposed increase in School Fees.

**WHEREAS**, the appropriate land use jurisdictions will be notified of the increased School Fees levied by the District and will be requested to continue to work with the District to assure that the school facilities fee program benefits the residents and students of the community.

**WHEREAS**, as to the School Fees, Education Code section 17621 provides that the adoption, increase or imposition of any fee, charge, dedication, or other requirement, pursuant to Education Code section 17620 shall not be subject to the California Environmental Quality Act, Division 13 (commencing with section 21000) of the Public Resources Code.

**NOW, THEREFORE, BE IT RESOLVED**, by the Tracy Unified School District Board of Education as follows:

Section 1. That the foregoing recitals are true.

Section 2. That the Board has reviewed and determined, at its April 12, 2022 Board meeting, that the Fee Justification Report previously adopted by the Board on March 13, 2018 (Resolution No. 17-24) accurately reflects current information and justifies the increase to School Fees pursuant to this Resolution.

Section 3. That the Board hereby increases the School Fees as a condition of approval of residential and/or commercial/industrial construction projects within the boundaries of the District and imposes the School Fees on such development projects in the amounts identified below. Based on the foregoing, this Board hereby determines and approves:

a. To levy a fee on any new or other residential development, as described in Education Code section 17620(a), occurring within the K-12 boundaries of the

District, in the amount of **\$4.79** per square foot of “assessable space” as such space is defined in Government Code section 65995(b)(1).

b. To levy a fee on categories of commercial or industrial development, as described in Education Code section 17620(a), occurring within the boundaries of the District, in the amount of **\$0.78** per square foot of “chargeable covered and enclosed space” as such space is defined in Government Code section 65995(b)(2), except for rental self-storage which will be charged **\$0.066** per square foot.

c. To levy a fee on any new or other residential development, as described in Education Code section 17620(a), for projects located in the boundaries of the District shared with Jefferson School District or New Jerusalem Elementary School District, in the amount of **\$1.1975** per square foot of “assessable space”, as such space is defined in Government Code section 65995(b)(1).

d. To levy a fee on categories of new commercial or industrial development, as described in Education Code section 17620(a), for projects located in the boundaries of the District shared with Jefferson School District or New Jerusalem Elementary School District, in the amount of **\$0.195** per square foot of chargeable covered and enclosed space as such space is defined in Government Code section 65995(b)(2), except for rental self-storage which will be charged **\$0.012** per square foot.

Section 4. That in accordance with Government Code section 66001(a)(1), the Board finds that the purpose of the School Fees imposed upon residential and commercial/industrial construction is to fund the construction and reconstruction of School Facilities related to accommodate students generated by such new development upon which the School Fees are imposed.

Section 5. That in accordance with Government Code section 66001(a)(2), the Board finds that the School Fees imposed on residential construction and commercial/industrial construction (by category) will be used to finance the construction or reconstruction of School Facilities related to accommodate the students generated by such new development within the District and any other lawful use of School Fees.

Section 6. That in accordance with Government Code section 66001(a)(3), the Board finds that there is a roughly proportional, reasonable relationship between the use of the School Fees and the residential and new commercial/industrial construction within the District because the School Fees imposed on such construction by this Resolution will be used to fund School Facilities which will be used to serve the students generated by such new construction.

Section 7. That in accordance with Government Code section 66001(a)(4), the Board finds that there is a roughly proportional, reasonable relationship between the residential and commercial/industrial construction upon which the School Fees are imposed and the need for School Facilities in the District because new students will be generated from such new construction within the District and the District does not have capacity in the existing School Facilities to accommodate these students.

Section 8. That in accordance with Government Code section 66001(b), the Board finds that the amount of the School Fees imposed on residential construction and

commercial/industrial construction (by category) as set forth in this Resolution is roughly proportional and reasonably related to, and does not exceed the cost of, providing the School Facilities required to serve the students generated by such new construction within the District.

Section 9. That in accordance with Government Code sections 66001(c) and 66006, the Board finds that a separate fund ("Fund") of the District has been created or is authorized to be established for all monies received by the District for the deposit of School Fees imposed on construction within the District and that said Fund at all times have been separately maintained, except for temporary investments, with other funds of the District as authorized by law.

Section 10. That the Board finds that the monies of the separate Fund, consisting of the proceeds of School Fees, has been imposed for the purposes of constructing and reconstructing those School Facilities necessitated by residential and/or commercial/industrial construction, and thus, these monies may be expended for all those purposes permitted by applicable law.

Section 11. That in accordance with Education Code section 17620(a)(5), the School Fees may also be expended by the District for the costs of performing any study or otherwise making the findings and determinations required under subdivisions (a), (b), and (d) of Section 66001 of the Government Code and, in addition, the District may also retain, as appropriate, an amount not to exceed in any fiscal year, three percent (3%) of the fees collected in that fiscal year for reimbursement of the administrative costs incurred by the District in collecting the School Fees.

Section 12. That the Board hereby establishes a process that permits the party against whom the commercial/industrial Fees are imposed, the opportunity for a hearing to appeal that imposition of commercial/industrial Fees for commercial/industrial construction as required by Education Code section 17621(e)(2). The appeal process shall be as follows:

a. Within ten (10) calendar days of being notified, in writing, (by personal delivery or deposit in the U.S. Mail) of the commercial/industrial fees to be imposed or paying the commercial/industrial fees, pursuant to Education Code section 17620, a party shall file a written request for a hearing regarding the imposition of commercial/industrial fees. The party shall state in the written request the legal and factual grounds for opposing the imposition of commercial/industrial fees and said written request shall be served by personal delivery or certified or registered mail to the Superintendent with a copy to the Associate Superintendent of Business Services.

b. The possible grounds for that appeal include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

c. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial fees, the Superintendent, or designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial fees. The Superintendent, or designee, shall schedule and conduct said hearing within thirty (30) calendar days of receipt of the written request. The Superintendent, or designee, shall render a written decision within ten (10) days following the hearing on the party's appeal and serve it by certified or registered mail to the last known address of the party.



d. The party against whom the commercial/industrial fees are imposed may appeal the Superintendent or designee's decision to the Board.

e. The party appealing the Superintendent's or designee's decision shall state in the written appeal the factual and legal grounds for opposing the imposition of the commercial/industrial fees and said written appeal shall be served by personal delivery or certified or registered mail to the Superintendent.

f. The possible grounds for that appeal to the Board include, but are not limited to, the inaccuracy of including the project within the category pursuant to which the commercial/industrial fees are to be imposed, or that the employee generation or pupil generation factors utilized under the applicable category are inaccurate as applied to the project.

g. Within ten (10) calendar days of receipt of the written request for a hearing regarding the imposition of commercial/industrial fees, the Superintendent, or designee, shall give notice in writing of the date, place and time of the hearing to the party appealing the imposition of commercial/industrial fees. The Board shall schedule and conduct said hearing at the next regular meeting of the Board, provided that the party is given notice at least five (5) working days prior to the regular meeting of the Board. The Board shall render a written decision within ten (10) days following the hearing on the party's appeal and serve the decision by certified or registered mail to the last known address of the party.

h. The party appealing the imposition of the commercial/industrial fees shall bear the burden of establishing to the Board that the commercial/industrial fees are improper.

Section 13. That, in accordance with Education Code sections 17620(d) and 17621(c), District staff is hereby instructed to transmit certified copies of this Resolution, accompanied by all relevant supporting documentation including the Fee Justification Report and a map of the boundary area of the District subject to the School Fees, to all appropriate land use jurisdictions issuing building permits within the District, including applicable cities and counties, and the Office of Statewide Health Planning and Development, informing each of them of the District's adopted School Fees for development projects.

Section 14. That a certificate of compliance shall be issued for each development project for which there is compliance with the requirement for payment of the School Fees in the amounts specified by this Resolution. In the event a certificate of compliance is issued for the payment of School Fees for a development project, it is later determined that the statement or other representation made by an authorized party concerning the development project as to square footage is untrue or in the event the zoning is declared invalid, then such certificate of compliance shall automatically terminate, and the appropriate official of the land use jurisdiction shall be so notified.

Section 15. That pursuant to Education Code section 17621(a), the increase in the District's School Fees pursuant to this Resolution will become effective sixty (60) days from the date of this Resolution (i.e., **Saturday, June 11, 2022**), unless the Board adopts a separate resolution increasing the fees immediately on an urgency basis.

Section 16. That no statement or provision set forth in this Resolution, or referred to herein shall be construed to repeal any preexisting fee or mitigation amount previously imposed

by the District on any residential or nonresidential construction. Moreover, the policies set forth in this Resolution are not exclusive, and the Board reserves the authority to undertake other or additional methods to finance school facilities, including, but not limited to, Level 2 or Level 3 fees (Government Code Sections 65995, 65995.5, and 65995.7, *et seq.*), the Mello-Roos Community Facilities Act of 1982 (Government Code section 53311, *et seq.*), voluntary mitigation agreements, and other available funding mechanisms as authorized by statute.

That, if any portion or provision of this Resolution is held invalid, the remainder thereof is intended to be and shall remain valid.

**PASSED AND ADOPTED, THIS 12<sup>TH</sup> DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

Attest:

---

President  
Board of Education  
Tracy Unified School District

---

Clerk  
Board of Education  
Tracy Unified School District



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** March 11, 2022  
**SUBJECT:** Adopt Resolution No. 21-17 of the Annual Developer Fee Report & Five-Year Findings for 2020-2021 Fiscal Year

**BACKGROUND:** Effective January 1, 1997, SB 1693 amended the Government Code to add additional reporting requirements regarding development fees which are assessed on new development to mitigate the impact of that development on school facilities

**RATIONALE:** The attached report reflects the status of Development Fee funds in accordance with SB 1693.

Although it appears that mitigation payments are exempt from the annual reporting requirements of GC 66001(d) & 66006(b) since they are special taxes and not a “fee”, they are included in the report in order to show a complete picture.

**FUNDING:** Fund 25- Mitigation/Development Fees.

**RECOMMENDATIONS:** Adopt Resolution No. 21-07 of the Annual Developer Fee Report & Five-Year Findings for the 2020-2021 Fiscal Year.

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



**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION No. 21-17**

**Approving the Annual Developer Fee Report & Five Year Findings for the 2020-2021  
Fiscal Year**

Fund 25-Mitigation/Developer  
(Government Code sections 66001(d) & 66006(b))

**1. Authority and Reasons for Adopting this Resolution.**

- A. Tracy Unified School District (“District”) has levied statutory and/or other fees imposed on new development (“Developer Fees”) pursuant to various resolutions, including, without limitation, Board Action on March 25, 2020, Resolution No. 17-24, dated March 13, 2018, and Resolution No. 17-03, dated September 12, 2017, which are collectively referred to herein as the “School Facilities Fee Resolutions” and are hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.*
- B. The District has received and expended Developer Fees in fiscal year 2020-2021 in connection with school facilities (“School Facilities”) of the District.
- C. In accordance with California Government Code section 66006(a), the District has established a separate capital facilities account or fund, more specifically identified as **Fund 25, Mitigation/Developer Fee Fund** (“Fund”), deposited these Developer Fees in the Fund, maintained the Fund in a manner to avoid any commingling of the Developer Fees with other revenues and funds of District, except for temporary investments, as applicable, and expended the Developer Fees solely for the purposes for which they were collected.
- D. Government Code section 66006(b)(1) requires the District to make an annual accounting of the Fund (“Annual Developer Fee Report”), which shall contain the following information for the fiscal year:
  - (i) A brief description of the type of Developer Fees in the Fund;
  - (ii) The amount(s) of the Developer Fee(s);
  - (iii) The beginning and ending balance of the Fund;
  - (iv) The amount of the Developer Fees collected and the interest earned;

- (v) An identification of each District public improvement (“Project”) that Developer Fees were expended on, and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees;
- (vi) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in Government Code section 66001(a)(2), and the Project remains incomplete;
- (vii) A description of each interfund transfer or loan made from the Fund, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Fund will receive on the loan; and
- (viii) The amount of refunds made pursuant to Government Code section 66001(e) and any allocations made pursuant to Government Code section 66001(f).

E. Furthermore, Government Code section 66001(d) provides that for the fifth fiscal year following the first deposit of Developer Fees into the Fund, and every five years thereafter, the District shall make all of the following “Findings” with respect to that portion of the Fund remaining unexpended, whether committed or uncommitted, if there are any funds remaining in the Fund at the end of the 2020-2021 fiscal year:

- (i) Identification of the purposes to which the Developer Fees are to be put;
- (ii) Demonstration of a reasonable relationship between the Developer Fees and the purposes for which they are charged;
- (iii) Identification of all sources and amounts of funding anticipated to complete financing of the District’s incomplete Projects (“Anticipated Funding”); and
- (iv) Designation of the approximate dates on which the Anticipated Funding is expected to be deposited into the Fund.

When the Findings are required by Government Code section 66001(d), they shall be made in connection with the Annual Developer Fee Report required by Government Code section 66006.

F. Government Code sections 66001(d) and 66006(b)(2) further require that the Annual Developer Fee Report and the proposed Five-Year Developer Fee Findings be made available to the public within 180 days of the end of the fiscal year, that the Annual Developer Fee Report information and proposed Findings be reviewed by this Board at its next regularly scheduled board meeting held

no earlier than 15 days after such information becomes available to the public, and that notice of the time and place of this meeting (as well as the address where the Annual Developer Fee Report and proposed Findings may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.

- G. The Annual Developer Fee Report for the 2020-2021 fiscal year and proposed Five-Year Developer Fee Findings are attached hereto as Exhibit "A" and incorporated herein. The Superintendent has informed this Board that the Annual Developer Fee Report and proposed Findings, along with a draft copy of this Resolution, were made available to the public on March 29, 2022. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information has been available for review) was mailed at least 15 days prior to this meeting to anyone who had requested it.
- H. The District has substantially complied with all of the foregoing provisions.
- E. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its applicable School Facilities Fee Resolutions.

## **2. What This Resolution Does.**

This Resolution makes various findings and takes various actions regarding the Fund, including the approval and adoption of the 2020-2021 Annual Developer Fee Report and Five-Year Developer Fee Findings, as required by and in accordance with Government Code sections 66001(d) and 66006(b).

NOW, THEREFORE, BASED ON ALL FINDINGS AND EVIDENCE CONTAINED IN, REFERRED TO, OR INCORPORATED INTO THIS RESOLUTION, AS WELL AS THE EVIDENCE PRESENTED TO THIS BOARD AT THIS MEETING, THE TRACY UNIFIED SCHOOL DISTRICT'S BOARD OF EDUCATION HEREBY, FINDS, RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1: That the foregoing recitals are true.

Section 2: That, pursuant to Government Code sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District. Furthermore, pursuant to Government Code sections 66001(d)(2) and 66006(b)(2), the Board has reviewed the Developer Fees Report and proposed Findings at a public meeting not less than 15 days after the Developer Fees Report and proposed Findings were made available to the public and notice was mailed as required.

Section 3: That, in accordance with Government Code section 66006(b)(2), this Board has reviewed the 2020-2021 Annual Developer Fees Report as contained in Exhibit A

(attached hereto and incorporated herein) and determined that it meets the requirements set forth in Government Code section 66006(b)(1).

Section 4: That, in accordance with Government Code section 66001(d), the District's proposed Five-Year Developer Fee Findings as set forth in Exhibit A (attached hereto and incorporated herein) contain the requisite findings and are made in connection with the public information set forth in the Annual Developer Fees Report.

Section 5: That the Board hereby determines that all Developer Fees, collections, and expenditures have been received, deposited, invested, expended, and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

Section 6: The Board hereby determines that, because all of the findings required by Government Code section 66001(d) have been made with respect to the fees that were levied as more specifically set forth in Exhibit A, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

Section 7: That the Board hereby determines that the District is in compliance with Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, reporting, or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

Section 9: That the Board hereby approves and adopts the attached 2020-2021 Annual Developer Fees Report and Five-Year Developer Fee Findings.

Section 10: The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

**PASSED AND ADOPTED, THIS 12<sup>TH</sup> DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:**

AYES:                      NOES:                      ABSTAIN:                      ABSENT:

Attest:

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

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

## EXHIBIT A

# TRACY UNIFIED SCHOOL DISTRICT'S 2020-2021 ANNUAL DEVELOPER FEE REPORT AND FIVE –YEAR DEVELOPER FEE FINDINGS

(Government Code §§ 66001 & 66006)

2020-2021 FISCAL YEAR

### I. Annual Developer Fee Report

The fee amounts reported were authorized by the District's Board of Education.<sup>1</sup> The fees partially mitigate the impact caused by residential and commercial/industrial development and do not adequately fund the school facilities necessary to accommodate student growth.

Each of the capitalized letters A-H below, correspond to the specific letter and portion of Government Code section 66006(b)(1):

A. FEES COLLECTED IN FUND 25 (Mitigation/Developer Fee Fund) - A brief description of the types of Developer Fees in the Fund:

(1) Level 1 Developer Fees

- Commercial/industrial development
- Mini-storage category of commercial/industrial development
- new residential development
- residential additions, remodels, expansions, reconstruction

B. AMOUNT OF FEE – The amount of the Developer Fees for the 2020-2021 fiscal year:

Type of Fee Collected	Amount of Fee (\$/sf)		
	3/24/2020 (K-12 Boundaries)		03/24/2020 (K-8 Feeder Boundaries)
Level 1 - Residential	\$4.08/sf		\$1.02/sf
Level 1 – Commercial/Industrial	\$0.66 /sf		\$0.165/sf
Level 1 – Mini-storage	\$0.66/sf		\$0.165/sf
Level 1 – Senior Housing	\$0.66/sf		\$0.165/sf

C. BEGINNING & ENDING FUND BALANCE FOR FISCAL YEAR 2020-2021:

July 1, 2020 Beginning Fund Balance:	\$ 41,991,601.96
June 30, 2021 Ending Fund Balance:	\$ 47,998,405.56

D. REVENUE – The amount of the Developer Fees collected and the interest earned for the 2020-2021 fiscal year:

<sup>1</sup> See Resolution No. 17-24, dated March 13, 2018 and Board Action on March 25, 2020



Amount of fees collected (gross):	\$ 6,011,708.60
<b>TOTAL REVENUE (GROSS):</b>	<b>\$ 47,998,405.56</b>

E. EXPENDITURES – Projects on which Developer Fees were expended during the 2020-2021 fiscal year and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees:

<b>Project</b>	<b>Amount Expended in 2020-2021 Fiscal Year</b>	<b>% Funded with Developer Fees</b>
Reimbursement of Administrative Costs Incurred for Collecting Developer Fees for 2020-2021 Fiscal Year (up to 3% of amount of Developer Fees collected in same fiscal year) *	\$180,351.25	3%
Other Indirect & Support Services:	\$4,905.00	Less than 1%
<b>TOTAL EXPENDITURES:</b>	<b>\$4905.00</b>	<b>Less than 1%</b>

\*(Ed. Code, §17620(a)(5))

F. INCOMPLETE PROJECTS FUNDED WITH DEVELOPER FEE REVENUES – Incomplete Projects for which sufficient funds have been collected (as of the end of the 2020-2021 Fiscal Year) to complete financing of the Project, and the approximate date by which construction of the Project will commence:

<b>Incomplete Projects for Which Sufficient Funds Have Been Collected to Complete Financing of Project</b>	<b>Approximate Date Construction Will Commence</b>
N/A	TBD

In approximately 2024, the District intends on gathering all relevant data and contracting with a consultant in order to prepare an updated Developer Fee Justification Study that coincides with the State Allocation Board's 2024 biennial adjustment to the amount of Level 1 residential and commercial/industrial Developer Fees, which typically occurs every other year at the SAB's January meeting.

G. INTERFUND TRANSFERS & LOANS – Description of each interfund transfer or loan made to and/or from the Fund for the 2020-2021 fiscal year:

<b>Amount of Interfund Transfer or Loan</b>	<b>Project that Transferred or Loaned Fees Expended on</b>	<b>Date Loan to be Repaid on (Loans Only)</b>	<b>Rate of Interest on Loan (Loans Only)</b>
N/A	N/A	N/A	N/A

H. REFUNDS & ALLOCATIONS – The amount of refunds made pursuant to Government Code section 66001(e) and allocations made pursuant to Government Code section 66001(f) for the 2020-21 fiscal year:

Refunds Made:	N/A
Allocations Made:	N/A

---

## II. Five-Year Developer Fee Findings

The following findings are made in connection with the public information set forth in Tracy Unified School District's 2020-2021 Annual Developer Fee Report.

A. PURPOSE TO WHICH DEVELOPER FEE IS TO BE PUT (Gov. Code, §66001(d)(1)(A)): With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2020-21 fiscal year, the purpose of the Developer Fees is to finance the construction or reconstruction, including refurbishment, of School Facilities necessary to accommodate student population growth resulting from development, cover costs attributable to the increased demand for School Facilities reasonably related to new development and necessary to maintain existing levels of service, and reduce overcrowding caused by the development on which the fees were levied. As necessary, the fees will be used to provide interim housing for children generated by new development and for other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law. Likewise, fees will also be used for other indirect and support services related to construction and reconstruction of School Facilities necessitated by growth resulting from new development. Projects (and other school-related considerations) include, without limitation, the following:

<u>Project</u>	<u>Estimated Cost</u>
1. N/A	\$0.00

Note: The District has commissioned site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority for future.

B. REASONABLE RELATIONSHIP BETWEEN DEVELOPER FEE & PURPOSE (Gov. Code, §66001(d)(1)(B)): There is a reasonable relationship between the Developer Fees charged for residential and commercial/industrial development and the purposes for which they will be expended, as described in Paragraph A, in that the students that are generated by residential and commercial/industrial development will be accommodated by the School Facilities for which the Developer Fees are expended. The District does not have adequate facilities to accommodate students from new development, and thus there is a reasonable relationship between the Developer Fees charged and the need for construction and reconstruction, including refurbishment, of School Facilities. The Developer Fees collected do not exceed the cost of accommodating students generated by development. Rather, the Developer Fees only partially mitigate the impact caused by residential and

commercial/industrial development and do not adequately fund the School Facilities necessary to accommodate student growth.

C. ANTICIPATED SOURCES & AMOUNTS OF FUNDING TO COMPLETE FINANCING OF INCOMPLETE PROJECTS (Gov. Code, §66001(d)(1)(C)): With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2020-2021 fiscal year, the sources and amounts of Anticipated Funding to complete financing of any incomplete improvements identified in Paragraph A are as follows:

<u>Anticipated Source of Funding</u>	<u>Anticipated Amount of Funding</u>
State Funding Program Funds	\$13,402,247.06
Total Anticipated Funding:	\$13,402,247.06

Note: The District has commissioned site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority. Developer Fees will be included in the funding model, to address construction/renovation (refurbishment) needs resulting from increased student enrollment due to development.

D. APPROXIMATE DATE THAT ANTICIPATED FUNDING IS EXPECTED (Gov. Code, §66001(d)(1)(D)): With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2020-2021 fiscal year, the following are the approximate dates on which the Anticipated Funding referred to in Paragraph C above is expected to be deposited into the Fund:

<u>Anticipated Source of Funding</u>	<u>Anticipated Amount of Funding</u>
State Funding Program Funds	
Total Anticipated Funding:	\$13,402,247.06



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** April 5, 2022  
**SUBJECT:** Resolution 21-18 Authorize the Issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregate Principal Amount of Not to Exceed \$17,500,000 to Refinance Certain Maturities of Outstanding General Obligation Bonds with Respect to School Facilities Improvement District No.3 and Approving all Related Documents and Actions

**BACKGROUND:** The District has outstanding general obligation bonds which financed voter-approved facilities improvements within SFID No. 3, including Election of 2008 Series 2015 and Election of 2014 Series 2015. The Prior Bonds may be refunded for interest cost savings when conditions in the bond market present a refinancing opportunity.

**RATIONALE:** At this time, the District has been presented with a Term Sheet by First Foundation Bank, offering to purchase 2022 Refunding General Obligation Bonds secured by tax levies in the boundaries of SFID No. 3, the proceeds of which will refinance for interest cost savings certain maturities of the Prior Bonds, which savings will be passed to District property taxpayers in SFID No. 3 with reduced interest rates. The Term Sheet contemplates a federally taxable rate until the August 1, 2025 call date, at which time the Term Sheet includes a tax-exempt rate, which the District has the option to exercise and convert at that time. The two-tiered interest rate structure is a Cinderella structure, which permits the District to accept both interest rate quotes from First Foundation at this time, and still be in compliance with all federal tax laws, including those relating to advance refinancings. The Resolution authorizes District staff to complete all related bond documentation to facilitate the refinancing plan described herein. Certain financial estimates regarding the Bonds are set forth in the final page of the resolution pursuant to SB 450.

**FINANCIAL IMPACT:** None to General Fund as GO Bonds are repaid by voter-approved property tax collections. Proceeds will provide funding for voter-approved projects. Issuance costs will be paid from the proceeds of the bonds.

**FUNDING:** None to General Fund.

**RECOMMENDATIONS:** Authorize the Issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregate Principal Amount of Not to Exceed \$17,500,000 to Refinance

Certain Maturities of Outstanding General Obligation Bonds with Respect to School Facilities Improvement District No.3 and Approving all Related Documents and Actions.

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



## **TRACY UNIFIED SCHOOL DISTRICT**

### **Authorize the Issuance and Sale of the 2022 Refunding General Obligation Bonds in the Aggregate Principal Amount of Not to Exceed \$17,500,000 to Refinance Certain Maturities of Outstanding General Obligation Bonds with Respect to School Facilities Improvement District No. 3, and Approving all Related Documents and Actions**

**WHEREAS**, pursuant to the approval of the requisite number of voters of School Facilities Improvement District No. 3 (the "Improvement District") of Tracy Unified School District (the "District") of San Joaquin County (the "County"), State of California (the "State"), on bond measures presented on November 4, 2008 and June 3, 2014, respectively, the District has issued the following series of general obligation bonds to finance voter approved facilities improvements in the Improvement District (together, the "Prior Bonds"):

- General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (County of San Joaquin, California), 2008 Election, Series 2015, issued on July 9, 2015 in the principal amount of \$9,100,000, and

- General Obligation Bonds of School Facilities Improvement District No. 3 of Tracy Unified School District (County of San Joaquin, California), 2014 Election, Series 2015, issued on July 9, 2015 in the principal amount of \$29,000,000; and

**WHEREAS**, the Prior Bonds were issued pursuant to the terms of a Resolution adopted by the Board of Education (the "Board") of the District on May 26, 2015 (the "Prior Bond Resolution") and two Paying Agent Agreements (the "Prior Paying Agent Agreements") by and between the District and The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent"); and

**WHEREAS**, the Prior Bond Resolution and the Prior Paying Agent Agreements include an optional redemption provision which permits the District to refinance for interest cost savings, at its option, some or all maturities of the Prior Bonds prior to maturity, commencing on August 1, 2025 (the "Redemption Date"); and

**WHEREAS**, the District, working with Isom Advisors, A Division of Urban Futures, Inc., as municipal advisor (the "Municipal Advisor") and Raymond James & Associates, Inc., as placement agent (the "Placement Agent"), has been presented with a Term Sheet, dated (the "Term Sheet"), from the public finance division of First Foundation Bank (including any sub-division or affiliate thereof, "First Foundation"), setting forth terms for the direct purchase by First Foundation of bonds designated the "Tracy Unified School District (County of San Joaquin, California), 2022 Refunding General Obligation Bonds (School Facilities Improvement District No. 3)" (the "Bonds"), the proceeds of which will be applied to refinance for interest cost savings certain maturities of the Prior Bonds, based on the terms and conditions more particularly identified in the Term Sheet on file with the Superintendent; and

**WHEREAS**, the District is authorized to provide for the issuance and sale of the Bonds under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the State Government Code, commencing with Sections 53550 and 53580 of said Code (the “Bond Law”); and

**WHEREAS**, in order to ensure compliance with all applicable requirements of federal tax law and in order to maximize the interest cost savings achieved by the refinancing of the Prior Bonds, the Term Sheet includes both a federally taxable and a tax-exempt interest rate, and provides that the Bonds will initially be issued as advance refunding federally taxable bonds bearing interest at the federally taxable interest rate, however, upon the terms and conditions causing a reissuance of the Bonds on or about the Redemption Date, the Bonds will be reissued as tax-exempt current refunding bonds and as of said date will convert and bear interest at the tax-exempt rate for the remaining term of the Bonds; and

**WHEREAS**, attached hereto as Appendix A is information relating to the Bonds that has been obtained by the Board and is hereby disclosed and made public in accordance with Government Code Section 5852.1; and

**WHEREAS**, issuance of the Bonds will be in accordance with California School Boards Association Board Policy 3470 (Debt Issuance and Management); and

**WHEREAS**, the Board of Education (the Board”) desires on this date to authorize the issuance of the Bonds for the purpose of achieving interest cost savings as described herein that can be passed on to property taxpayers in the Improvement District, to accept the Term Sheet of First Foundation and to authorize the completion and execution of all documents, certifications and forms relating thereto; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Tracy Unified School District Board of Education as follows:

**Section 1.** Recitals. The Board hereby finds and determines that the foregoing recitals are true and correct.

**Section 2.** Authorization of Issuance of Bonds. The Board hereby authorizes the issuance of the Bonds in the aggregate principal amount not to exceed \$17,500,000, in one or more series, under and subject to the terms of the Bond Law, for the purpose of providing funds to refinance certain maturities of the outstanding Prior Bonds in order to achieve interest cost savings that can be passed on to property taxpayers of the Improvement District, and to pay costs of issuance. This Resolution constitutes a continuing agreement between the District and the owners of all of the Bonds issued hereunder and then outstanding to secure the full and final payment of principal thereof and interest on all Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the “Tracy Unified School District (San Joaquin County, California) 2022 Refunding General Obligation Bonds (School Facilities Improvement District No. 3),” together with any further designations relating to series or tax status or other variable as may be advisable to identify said Bonds.

In accordance with Section 53552 of the Bond Law, the Board has determined and hereby confirms that the prudent management of the fiscal affairs of the District requires that it issue the

Bonds under the provisions of the Bond Law without submitting the question of the issuance of the Bonds to a vote of the qualified electors of the District. In addition, pursuant to Section 53587 of the Bond Law, the Board hereby determines that capitalized interest on the Bonds (if any) shall be reasonably required.

**Section 3.** Authority to Execute and Deliver Documentation. The Bonds shall be issued in accordance with all requirements of the Bond Law, applicable federal tax law, and in accordance with the material terms identified in Section 4 hereof. In connection therewith, the Board hereby approves the following financing documents in substantially the respective forms on file with the Superintendent, together with any changes therein or additions thereto approved by the President of the Board, the Superintendent, Associate Superintendent, Business Services, or the Director of Facilities (each, an “Authorized Officer”), provided that the execution thereof by an Authorized Officer shall be conclusive evidence of such approval:

Paying Agent Agreement (the “Paying Agent Agreement”), between the District and The Bank of New York Mellon Trust Company N.A., which is hereby designated as the initial paying agent for the Bonds (the “Paying Agent”), specifying the detailed terms of the Bonds,

Bond Purchase Agreement between the District and First Foundation specifying the details of the terms of the sale, and

Escrow Agreement (the “Escrow Agreement”) by and between the District and The Bank of New York Mellon Trust Company N.A., serving in the capacity as escrow agent (the “Escrow Agent”), setting forth the terms and conditions relating to the payment and redemption of certain maturities of the Prior Bonds (the “Refunded Bonds”).

**Section 4.** Material Terms of Bonds. The Bonds shall only be issued if the following terms are met: (a) in accordance with the Bond Law, in particular Section 53552 thereof, the total net interest cost to maturity on the Bonds plus the principal amount of the Bonds is less than the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds, (b) the final maturity date of the Bonds shall not extend beyond the final maturity date of the Prior Bonds to be refunded, (c) the Bonds shall be issued only as current interest bonds which may be in the form of serial bonds, term bonds, or any combination thereof bearing a fixed rate of interest, and (d) the District has the contractual option to convert the initial federally taxable interest rate to the tax-exempt rate identified in the Term Sheet.

**Section 5.** Sale of Bonds. The Bonds shall be sold on a private placement basis, pursuant to the Bond Purchase Agreement approved in Section 3. Acceptance and execution of the Term Sheet by the Superintendent is hereby confirmed and ratified by the Board.

**Section 6.** Execution of Bonds. The Bonds shall be signed by the manual or facsimile signature of the President or Vice President of the Board and shall be attested by the manual or facsimile signature of the Clerk or Secretary of the Board.

**Section 7.** Security for the Bonds; Pledge of Taxes. The Bonds are general obligations of the District with respect to the Improvement District, and the Board has the power to direct the County to levy ad valorem taxes upon all property within the Improvement District subject to taxation without limitation of rate or amount, for the payment of the principal of and the interest thereon, in accordance with and subject to Sections 15250 and Section 15252 of the Education



Code. The District hereby requests the County to levy on all the taxable property in the Improvement District, in addition to all other taxes, a continuing direct and ad valorem tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal of and interest on the Bonds when due, which moneys when collected will be paid to the San Joaquin County Treasurer and placed in the interest and sinking fund of the District. The District acknowledges that the Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Bonds. The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Bonds and amounts on deposit in the Debt Service Fund (defined below) to the payment of the principal or redemption price of and interest on the Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Bonds and successors thereto. The principal of and interest on the Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof, and neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable thereon.

The District shall transmit a copy of this Resolution and the Paying Agent Agreement, together with the debt service schedule for the Bonds, to the office of the County Auditor-Controller and County Treasurer in sufficient time to permit the County to establish tax rates for the Bonds.

**Section 8.** Establishment of Debt Service Fund; Disbursements. The San Joaquin County Treasurer-Tax Collector is requested to establish a debt service fund for the Bonds to be designated the “Tracy Unified School District 2022 Refunding General Obligation Bonds Debt Service Fund (SFID No. 3)” (“Debt Service Fund”) which the District officials shall hold as a separate account, distinct from all other funds of the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest on the Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Bonds when due and payable, to the Paying Agent which, in turn, shall apply such funds to the payment of the principal of and interest on the Bonds to the registered owner thereof. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event, there is no such debt outstanding, shall be transferred to the District’s general fund, as provided in Section 15234 of the Education Code. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Bonds elsewhere than at the office of the County. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County for all costs and expenses incurred by it in processing the District’s payments from time to time for the services of the Paying Agent which is designated for the Bonds and identified to the County by the District upon the issuance of any series of the Bonds.

**Section 9.** Investment of Funds. All moneys held in any of funds or accounts established with the County hereunder shall be invested in Authorized Investments (defined below) in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or

account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer and other officials of the County have no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Bonds. "Authorized Investments" as used herein means the Investment Pool of the County of San Joaquin, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County Treasurer shall have no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to any series of the Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established under this Resolution shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of Bonds issued on a federally tax-exempt basis, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code or (ii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

**Section 10. Financing Professionals.** In connection with the issuance of the Bonds, Isom Advisors, A Division of Urban Futures, Inc. shall serve as the District's municipal advisor, Raymond James & Associates, Inc. shall serve as the District's placement agent, and Jones Hall, A Professional Law Corporation, shall serve as the District's bond counsel. Such engagements are hereby confirmed pursuant to existing engagements agreements or letters.

**Section 11. Official Actions.** The President of the Board, the Vice President of the Board, the Superintendent, the Chief Business Official, the Clerk and Secretary of the Board, and the written designees of such officials, are each authorized and directed in the name and on behalf of the District to make, execute and deliver all notices, documents, directions and instructions and other necessary documentation which they or any of them might deem necessary or appropriate in order to consummate any of the transactions contemplated by this Resolution, including a placement agent agreement providing for the services of the Placement Agent. In addition, the Superintendent is authorized to make modifications to the terms hereof to accomplish the financing described herein and presented to the Board, and said modifications shall be reflected in the Bond Purchase Agreement and in the Bonds, the terms of which shall be controlling. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

**Section 12.** Effective Date. This Resolution shall take effect immediately upon its passage.

**PASSED AND ADOPTED, THIS 12<sup>TH</sup> DAY OF APRIL, 2022, BY THE FOLLOWING VOTE:**

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

President  
Board of Education  
Tracy Unified School District

---

Clerk  
Board of Education  
Tracy Unified School District

## APPENDIX A

### REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1\*

1. True Interest Cost of the Bonds (Estimated): 2.837%\*\*
2. Finance charge of the Bonds, being the sum of all fees and charges paid to third parties (Estimated): \$225,995
3. Proceeds of the Bonds expected to be received by the District for deposit to the Escrow Fund, net of financing costs (Estimated): \$17,054,000
4. Total Payment Amount for the Bonds, being the sum of all debt service to be paid on the Bonds to final maturity (Estimated): \$23,642,855

*\*All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution with respect to the Bonds. Assumes a principal amount of Bonds of \$17,280,000.*

*\*\*Assumes conversion to the Tax-Exempt rate on or about August 1, 2025.*



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** April 5, 2022  
**SUBJECT:** **Certify Corrective Action to the 2020-21 Findings and Recommendations of the Independent Annual Financial Report**

**BACKGROUND:** The board was presented with the annual independent audit in April. The audit included two findings. Each year the Superintendent is required to certify that all corrective actions to the annual independent audit have been reviewed and filed by the district's Governing Board. The Superintendent is also required to assure that corrective procedures have been implemented and will be used in the ensuing years.

**RATIONALE:** The attached forms document the corrective actions to the audit finding.

**FUNDING:** None.

**RECOMMENDATION:** Certify Corrective Actions to the 2020-21 Findings and Recommendations of the Independent Annual Financial Report

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

TRACY SCHOOL FACILITIES FINANCING AUTHORITY

ANNUAL MEETING

April 12<sup>th</sup>, 2022

7:00 P.M.

Tracy Unified School District – Education Center  
1875 W. Lowell Ave.  
Tracy, CA 95376

1. CALL TO ORDER
2. ROLL CALL/CONFIRMATION OF OFFICERS - Establish Quorum

<i>Name</i>	<i>TSFFA Board Position</i>
Ameni Alexander	Chair
Zachary Hoffert	Vice-Chair
Nathalia Hughes Erskine	Secretary
Simran Kaur	Member
Steve Abercrombie	Member
Ana Blanco	Member
Lori Souza	Member

<i>Name</i>	<i>TSFFA Staff Position</i>
Brian Stephens	Executive Director
Rob Pecot	Treasurer and Controller

3. Comments from the Public on **Items Not on the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items not on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. Subjects not on the agenda may be introduced at this time, but no action may be taken on them at this meeting. When you address the Board, please stand at the podium and state your name for the record.

Comments from the Floor on **Items On the Agenda**  
(5-Minute Time Limit Per Individual)

Persons wishing to speak to items on the agenda are asked to complete a “Request to Speak” card and present it to the Chair prior to the meeting. You will be given an opportunity to speak on the subject at the time the item is discussed by the Board. When you address the Board, please stand at the podium and state your name for the record.

4. DISCUSSION/ACTION –

4.1 Accept the 2020-2021 Independent Annual Financial Report for the Tracy School Facilities Financing Authority (Separate Cover Item)

Action: Motion \_\_\_\_; Second \_\_\_\_; Vote: Yes \_\_\_\_; No \_\_\_\_; Absent; Abstain \_\_\_\_

5. ADJOURNMENT

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability-related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the Superintendent's Office at (209) 830-3201 (telephone). Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to assure accessibility to the meeting.

The Board reserves the right to take action on all items  
on the Agenda including "Discussion" items



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 22, 2022  
**SUBJECT:** **Adopt Resolution No. 21-15 Supporting the Recognition and Celebration of School Library Month**

**BACKGROUND:** In 1985, the American Association of School Libraries recognized and celebrated School Library Month with the theme, “Where Learning Never Ends.” This year is the 37<sup>th</sup> annual celebration of School Library Month across the United States. Our theme for 2022 is “@ Your School Library, Everybody Belongs.” This is in recognition of the work of library and teaching staff to create an environment that is safe, relevant and engaging for all students.

**RATIONALE:** School libraries are an important part of a school community, an environment in which traditional literacy and information literacy are the primary emphases. The presence of the school library is one of the few factors whose contribution to academic achievement has been documented empirically. School library impact research studies have shown that students in schools with well-resourced and well-staffed libraries have higher literacy achievement scores; the size of a library’s staff and collection are a direct predictor of reading scores. School libraries provide access to a wide array of print and digital resources and programs to apply learning. They are also a space and place for personalized learner success; learners are encouraged and supported to explore questions of personal and academic relevance. School libraries are a powerful force in students’ lives.

This item aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** No cost to the District.

**RECOMMENDATION:** Adopt Resolution No. 21-15 Supporting the Recognition and Celebration of School Library Month.

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





**TRACY UNIFIED SCHOOL DISTRICT  
RESOLUTION #21-15**

**Supporting the Recognition and Celebration of School Library Month**

**WHEREAS**, April 2022 has been designated the 37th annual national School Library Month; and

**WHEREAS**, Tracy Unified School District school libraries provide materials for students to encourage the development of academic knowledge and personal interests; and

**WHEREAS**, TUSD school libraries provide materials that develop literary and aesthetic appreciations; and

**WHEREAS**, TUSD school libraries provide materials to meet individual needs, varied interests, abilities, socioeconomic backgrounds and maturity levels of the students served; and

**WHEREAS**, TUSD school libraries provide materials which reflect the identities, interests, and cultures of all students; and

**WHEREAS**, TUSD school libraries provide print and e-books to encourage children to read for pleasure; and

**WHEREAS**, TUSD school libraries are a safe place for all students; and

**WHEREAS**, all students deserve a well-managed library to provide for free access to information that supports their learning and interests; and

**WHEREAS**, the TUSD library staff have dedicated themselves to work for quality school libraries for all students;

**NOW, THEREFORE, BE IT RESOLVED** that the governing board of the Tracy Unified School District Board declares the month of April 2022 as “School Library Month” in TUSD and strongly encourages school administrators, teachers, students, and citizens of Tracy to recognize and support School Library Month and to participate throughout the month of April in the celebration of TUSD’s school libraries.

**BE IT FURTHER RESOLVED**, that the Superintendent will provide copies of this resolution, along with appropriate attachments, to interested citizens of Tracy.

PASSED AND ADOPTED, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022, BY THE  
FOLLOWING VOTE:

AYES:        NOES:        ABSTAIN:        ABSENT:

Attest:

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** March 29, 2022  
**SUBJECT:** **Approve the Agreements with the Boys and Girls Clubs of Tracy and the SJCOE, to Provide Extended Learning Opportunities to TUSD Students under the Extended Learning Opportunity Program (ELO-P)**

**BACKGROUND:** The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities - California Ed. Code (EC) Section 46120. An unduplicated pupil is a pupil enrolled in a school district or charter school who is officially classified as an English learner, is eligible for Free or Reduced price meal (FRPM), and/or is a foster or homeless youth. The ELOP states that LEAs must provide Before School and/or After School as well as at least 30 days of Intersession (Summer and/or Winter Break) to its unduplicated pupils. The ELO/ELO-P highly encourages LEAs to partner with community-based organizations to assist in providing these services.

**RATIONALE:** ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) Program, which require two key elements: (1) Where tutoring and/or homework help is provided in one or more of the following areas: Language Arts, Mathematics, History/Social Science, Science, or computer training, and (2) Where enrichment is provided that may include but not be limited to: Fine Arts, Career and Technical Education, recreation, physical fitness and prevention activities.

As the Tracy Unified School District already directly partners with the Boys and Girls Clubs of Tracy utilizing the ASES Program at many of our school sites, and also the 21<sup>st</sup> CCLC through the San Joaquin County Office of Education, who also partner with the Boys and Girls Clubs of Tracy for this purpose, TUSD would like to expand these current programs to meet the requirements of the ELO/ELO-P. TUSD families, students, parents, school and District personnel already have strong working relationships with these programs. The Boys and Girls Club is able to partner with TUSD to meet the needs of the ELO/ELO-P requirements.

At the March 22, 2022 Board Meeting, the TUSD Board of Trustees approved TUSD's ELO-P Plan. This Agenda Item represents the next step in this process, as the Contract Agreements between the Boys and Girls Clubs of Tracy, the San Joaquin County Office of Education (SJCOE)

and the Tracy Unified School District will need TUSD Board approval. Services are to be provided during the Summer of 2022, as well as over the next three years. The Contract Agreement is attached as part of this Agenda Item. This Agenda Item supports District Goals: #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; #2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and #3 - Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** All expenses will be funded by the District's ELO/ELO-P Funding Allocations. The Agreement with the Boys and Girls Clubs of Tracy shall not exceed \$2,333,727.00, and the Agreement with the San Joaquin County Office of Education shall not exceed \$139,711.00.

**RECOMMENDATION:** Approve the Agreements with the Boys and Girls Clubs of Tracy and the SJCOE, to Provide Extended Learning Opportunities to TUSD Students under the Extended Learning Opportunity Program (ELO-P)

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

**TRACY UNIFIED SCHOOL DISTRICT**  
1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: All duties outlined in the Expanded Learning Opportunities Plan ( ELOP).  
Duties include after school programs at West High, Bohn, Freiler, Hirsch and Williams.  
Tk/k after school programs at South West Park, Villalovoz, Central, Jacobson, McKinley, Bohn, Freiler, Hirsch and North.  
Summer program and intersession for the 2022 and 2023 school year.  
Program oversight and administrative functions of Boys and Girls Club after school programs.

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 230 ( ) [ ] **HOURS** [ x ] **DAYS**, under the terms of this agreement at all sites in ELOP Plan.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$2,333,727.00 per [ ] **HOUR** [ ] **DAY** [ x ] **FLAT RATE**, not to exceed a total of \$2,333,727.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] **SHALL** [ x ] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
  - c. District shall make payment on a [ x ] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on April 13, 2022, and shall terminate on June 30, 2023.
5. This agreement may be terminated at any time during the term by either party upon 60 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, Tania Salinas, at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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

**AGREEMENT FOR CONSULTANT OR SPECIAL SERVICES  
TRACY UNIFIED SCHOOL DISTRICT 2022-2023**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and **TRACY UNIFIED SCHOOL DISTRICT** for consultant and/or special services to be performed by an employee of SJCOE on behalf of SJCOE. The two parties, SJCOE and **TRACY UNIFIED SCHOOL DISTRICT**, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED:**

This Agreement calls for **indirect services** of San Joaquin County Office of Education, to provide the following services which include but are not limited to; professional development, CPR/First Aid Certifications, attendance tracking and reporting to the California Department of Education, Federal Program Monitoring, development of program plan, technical assistance, onsite coaching, Annual Data Outcome Report, Quality Improvement Plan assistance, CSTARS attendance tracking systems, enrollment assistance with CAL Pads, additional grant writing, summer school planning and school based mental health services support and health services support.

**II. TERM OF AGREEMENT:**

Services, which include participation in Expanded Learning Opportunities Program.  
Services will start on or about **July 1, 2022** and will be concluded on or about **June 30, 2023**.

**III. COMPENSATION:**

In consideration of the services provided by the SJCOE Comprehensive Health Programs the sum of \* **\$128,964.00** includes salary and benefits, contracted services, and all other costs for services provided. \* **The amount is based on 2021-22 allocation and will be revised with an addendum once the 2022-23 funding is released.**  
Payments to SJCOE by **TRACY UNIFIED SCHOOL DISTRICT** for these services will be made upon written request. All approved expenses incurred by SJCOE Comprehensive Department in the performance of assigned responsibilities will be the responsibility of SJCOE. Reimbursement must be in compliance with the San Joaquin County Office of Education Travel and Conference Administrative Regulation 41323.

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT TO RETENTION:**

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

**V. TERMINATION OF AGREEMENT:**

This agreement shall terminate as set out in Article I. Except:

- (a) SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses, according to this agreement.
- (b) SJCOE may terminate services CONTRACTOR/CONSULTANT at any time, if the professional judgement of the PROJECT MANAGER, named herein, CONTRACTOR/CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the SJCOE's requirements as specified in Article II.
- (c) Either party may terminate prior to May 31, 2022, for the following fiscal year beginning July 1, 2022.
- (d) In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

**VI. EXTENSION OF TERM:**

By mutual consent of the parties hereto, the term of services described herein in Article I may be extended by reformation of this Agreement and attached hereto of an addendum mutually executed setting forth the extended term.

\_\_\_\_\_  
Warren Sun, Division Director, Operations  
San Joaquin County Office of Education

\_\_\_\_\_  
Rob Pecot, Deputy Superintendent  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*MSH*



**AGREEMENT FOR CONSULTANT OR SPECIAL SERVICES  
TRACY UNIFIED SCHOOL DISTRICT 2021-2022**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and **TRACY UNIFIED SCHOOL DISTRICT** for consultant and/or special services to be performed by an employee of SJCOE on behalf of SJCOE. The two parties, SJCOE and **TRACY UNIFIED SCHOOL DISTRICT**, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED:**

This Agreement calls for **indirect services** of San Joaquin County Office of Education, to provide the following services which include but are not limited to; professional development, CPR/First Aid Certifications, attendance tracking and reporting to the California Department of Education, Federal Program Monitoring, development of program plan, technical assistance, onsite coaching, Annual Data Outcome Report, Quality Improvement Plan assistance, CSTARS attendance tracking systems, enrollment assistance with CAL Pads, additional grant writing, summer school planning and school based mental health services support and health services support.

**II. TERM OF AGREEMENT:**

Services, which include participation in Expanded Learning Opportunities Program.  
Services will start on or about **June 1, 2022** and will be concluded on or about **June 30, 2022**.

**III. COMPENSATION:**

In consideration of the services provided by the SJCOE Comprehensive Health Programs the sum of **\$10,747.00** includes salary and benefits, contracted services, and all other costs for services provided.  
Payments to SJCOE by **TRACY UNIFIED SCHOOL DISTRICT** for these services will be made upon written request.  
All approved expenses incurred by SJCOE Comprehensive Department in the performance of assigned responsibilities will be the responsibility of SJCOE. Reimbursement must be in compliance with the San Joaquin County Office of Education Travel and Conference Administrative Regulation 41323.

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT TO RETENTION:**

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services preformed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause.

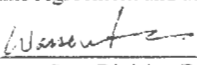
**V. TERMINATION OF AGREEMENT:**

This agreement shall terminate as set out in Article I. Except:

- (a) SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses, according to this agreement.
- (b) SJCOE may terminate services CONTRACTOR/CONSULTANT at any time, if the professional judgement of the PROJECT MANAGER, named herein, CONTRACTOR/CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the SJCOE's requirements as specified in Article II.
- (c) Either party may terminate on January 2, 2022, for the following fiscal year beginning July 1, 2022.
- (d) In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

**VI. EXTENSION OF TERM:**

By mutual consent of the parties hereto, the term of services described herein in Article I may be extended by reformation of this Agreement and attached hereto of an addendum mutually executed setting forth the extended term.

  
\_\_\_\_\_  
Warren Sun, Division Director, Operations  
San Joaquin County Office of Education

03/31/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rob Pecot, Deputy Superintendent  
Tracy Unified School District

\_\_\_\_\_  
Date





## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** April 4, 2022  
**SUBJECT:** Approve TISCS A-G Completion Improvement Grant Plan

**BACKGROUND:** The budget appropriates \$547.5 million to provide additional supports to local educational agencies (LEAs) to increase the number of students, particularly unduplicated students, who graduate with A-G eligibility. Funds are available for expenditure or encumbrance through the 2025-26 fiscal year. The funds are provided within the following grants:

A-G Access Grant. \$300 million is allocated on a per pupil basis to each LEA identified as having an overall A-G completion rate of less than 67 percent, based on the LEA's number of unduplicated students in grades 9-12 for the 2020-21 fiscal year. An LEA receiving a concentration grant during the 2020-21 fiscal year shall receive no less than \$75,000.

A-G Success Grant. \$100 million allocated on a per pupil basis to each LEA identified as having an overall A-G completion rate of 67 percent or higher, based on the LEA's number of unduplicated 9-12 grade students. An LEA receiving a concentration grant during the 2020-21 fiscal year shall receive an allocation of no less than \$75,000. LEAs are encouraged to direct the funds for the A-G Success Grant to pupils in danger of not achieving a "C" or better in A-G courses.

On March 8, 2022 the A-G Completion Improvement Grant overview was presented to the school board for information on the purpose, allowable expenditures, plan for input, and questions.

**RATIONALE:** Approve the TISCS A-G Completion Improvement Grant plan that describes how the district will use the funds for the purpose of the grant and allowable expenditures.

The grant must be used for activities that directly support pupil access to, and successful completion of the A-G course requirements, including:

- Professional Development opportunities to teachers, administrators and counselors to improve the LEA's A-G completion rate

- Developing comprehensive advising plans and pupil supports, including tutoring programs
- Expanding access to coursework to satisfy A-G course requirements to all students, not limited to unduplicated students
- Advanced Placement and International Baccalaureate fees for unduplicated students

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

**FUNDING:** \$3,892.00 TISCS A-G Completion Improvement Grant Funds.

**RECOMMENDATION:** Approve TISCS A-G Completion Improvement Grant Plan.

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

## A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Tracy Independent Study Charter School	\$3892

### Plan Descriptions

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility

The funds will be used to provide online tutoring to our students to improve their success in A-G Courses

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

Tracy Charter utilizes the Edgenuity online learning platform, which gives all students at our school the chance to take A-G approved courses. No students are turned away from this opportunity.

§ The number of students who were identified for opportunities to retake A-G approved courses in which they received a "D", "F", or "Fail" grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.

Number of Students: 94  
All students have the opportunity to retake courses through the Edgenuity Platform

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

A limited number of funds are available in the LCAP for online, A-G Course Tutoring Services. We are billed for these services until the funding is exhausted. This will allow our students additional, targeted tutoring services.

### Plan Expenditures

Programs and services to increase or improve A-G completion	Planned Expenditures
Online Tutoring Services (9-12, A-G courses only)	3892



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** April 4, 2022  
**SUBJECT:** Approve A-G Completion Improvement Grant Plan

**BACKGROUND:** The budget appropriates \$547.5 million to provide additional supports to local educational agencies (LEAs) to increase the number of students, particularly unduplicated students, who graduate with A-G eligibility. Funds are available for expenditure or encumbrance through the 2025-26 fiscal year. The funds are provided within the following grants:

**A-G Access Grant.** \$300 million is allocated on a per pupil basis to each LEA identified as having an overall A-G completion rate of less than 67 percent, based on the LEA's number of unduplicated students in grades 9-12 for the 2020-21 fiscal year. An LEA receiving a concentration grant during the 2020-21 fiscal year shall receive no less than \$75,000.

**A-G Success Grant.** \$100 million allocated on a per pupil basis to each LEA identified as having an overall A-G completion rate of 67 percent or higher, based on the LEA's number of unduplicated 9-12 grade students. An LEA receiving a concentration grant during the 2020-21 fiscal year shall receive an allocation of no less than \$75,000. LEAs are encouraged to direct the funds for the A-G Success Grant to pupils in danger of not achieving a "C" or better in A-G courses.

On March 8, 2022 the A-G Completion Improvement Grant overview was presented to the school board for information on the purpose, allowable expenditures, plan for input, and questions.

**RATIONALE:** Approve the A-G Completion Improvement Grant plan that describes how the district will use the funds for the purpose of the grant and allowable expenditures.

The grant must be used for activities that directly support pupil access to, and successful completion of the A-G course requirements, including:

- Professional Development opportunities to teachers, administrators and counselors to improve the LEA's A-G completion rate

- Developing comprehensive advising plans and pupil supports, including tutoring programs
- Expanding access to coursework to satisfy A-G course requirements to all students, not limited to unduplicated students
- Advanced Placement and International Baccalaureate fees for unduplicated students

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

**FUNDING:** \$1,118,887.00 A-G Completion Improvement Grant Funds.

**RECOMMENDATION:** Approve A-G Completion Improvement Grant Plan.

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

## A-G Completion Improvement Grant Plan

Local Educational Agency (LEA) Name	Total Grant Allocation
Tracy Joint USD	\$1,118,887.00

### Plan Descriptions

A description of how the funds will be used to increase or improve services for foster youth, low-income students, and English learners to improve A-G eligibility

The funds will be used to support all students with focused Tier II supports for foster youth, low-income students, and English learners to improve A-G eligibility and completion in the following manner:

- Provide additional tutorial services to students in the necessary areas of A-G completion
- Provide additional opportunities for credit recovery in A-G courses
- Provide opportunities for students to accelerate in A-G courses
- Increase online learning access to A-G courses for remediation and acceleration
- Provide targeted Professional Development to school counselors in developing, implementing, and monitoring academic advising planes for students in grades 6-8 and 9-12
- Target areas of support will include tutoring support in Algebra I, Algebra II, Geometry, Biology, Chemistry, and Physics
- Provide additional parent engagement opportunities to increase awareness of A-G completion and College and Career Readiness

A description of the extent to which all students, including foster youth, low-income students, and English learners, will have access to A-G courses approved by the University of California.

All students will have access to A-G courses approved by the University of California by developing 4 year advising plans and master schedules to support A-G course access and pathways. Currently, all students have equal access to the A-G course selection process within the master schedule at all 3 comprehensive high schools in the district. Annually, the master schedule is developed and reviewed for equitable access to A-G courses for all students. There will be a focus on data analysis quarterly to progress monitor students' completion rate in A-G courses for all students, as well as disaggregated reports for foster youth, low-income, and English Learners, and any other groups that exhibit disproportional success rates.

The number of students who were identified for opportunities to retake A-G approved courses in which they received a "D", "F", or "Fail" grade in the 2020 spring semester or the 2020-21 school year and a description of the method used to offer the opportunity retake courses.

Number of Students: 4,213

The method provided for student to retake the courses included offering enrollment in added Credit Recovery classes during 0 period, during the school day credit recovery, 7th period, and/or Summer School using Edgenuity A-G approved online curriculum, and Adult School. Students and

their parent/guardians were notified via email, that they earned a D or an F in a class, as well as what credit recovery options were available to them. Counselors also reached out to students 1:1 who were at risk of not graduating to discuss their options for credit recovery.

Credit Recovery 2020-2021 enrollment- 0 period, during the day, 7th period: 356

Credit Recovery Summer School 2020: number of students who attended: 449 and number of completed courses: 270

Credit Recovery Summer School 2021: number of students who attended: 978 and number of completed courses: 1382

Adult Summer School 2020: number of students who attended: 79 and number of completed courses: 189

Adult Summer School 2021: number of students who attended: 119 and number of completed courses: 238

Adult School Spring Semester 2019: number of students who attended: 178 and number of completed courses: 265

Adult School Fall/Spring Semester 2020-2021: number of students who attended: 485 and number of completed courses: 634

A description of how the plan and described services, and associated expenditures, if applicable, supplement services in the Local Control and Accountability Plan and Learning Recovery Plan.

Summer School for credit recovery and credit recovery periods during the school day are reflected in the LCAP. Additional opportunities and sections have been added to provide increased access to credit recovery options for students who are in need of retaking a failed course and/or grade improvement. In addition, virtual and in-person tutoring supports have been added to increase the passing rate in A-G core courses. Additional professional development will be provided to increase A-G completion rate for underrepresented students and instructional strategies to increase student access to rigor through student centered academic discussion, student centered questioning, and thoughtful work. A system will be developed to communicate student progress toward A-G completion, as well as alert counselors, students, and parent/guardians when a student has a C or lower in an A-G course.

## Plan Expenditures

Programs and services to increase or improve A-G completion	Planned Expenditures
Additional tutoring opportunities for students in A-G Core classes	200,000
Additional A-G Credit Recovery opportunities for students	200,000
AVID Professional Development for teachers, administrators, and counselors	200,000
IB and AP student assessment waivers for unduplicated students	30,000
Professional development for school counselors	200,000



A-G Awareness-Parent Engagement and Education Opportunities	100,000
Opportunities for students to accelerate to increase A-G completion	188,887



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 31, 2022  
**SUBJECT:** Approve Revised Job Description and Salary for Personnel Technician for Substitute Employees

**BACKGROUND:** The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions. The revised salary and work year for Personnel Technician for Substitute Employees brings this position into alignment with the other Human Resources Technician positions. The additional work days will address the need for substitute support during the extended school year summer programs.

**RATIONALE:** 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; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Unrestricted General Fund

**RECOMMENDATION:** Approve Revised Job Description and Salary for Personnel Technician for Substitute Employees

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Personnel Technician for Substitute Employees

**DEPARTMENT:** Human Resources

### **POSITION SUMMARY:**

Under general supervision of the Associate Superintendent for Human Resources or his/her designee, over-see the assigning of substitute employees and maintains records and credentials for substitute employees. The Personnel Technician for Substitute Employees also performs a variety of general clerical, typing, and record-keeping functions relating to certificated and classified personnel. This position has been designated as a confidential position per SB 160 - "... (c), "Confidential Employee" means any employee who, in the regular course of his/her duties, has access to, or possesses information relating to, his/her employer's employer-employee relations."

### **ESSENTIAL FUNCTIONS:**

1. Serves as a vital staff and public relations link through personal and telephone contact frequently serving as liaison with staff and public.
2. Prepares letters, memoranda, reports, handbooks, questionnaires, requisitions, contracts and job bulletins from marginal notes, rough drafts or verbal instructions.
3. Performs a variety of complex and specialized clerical duties in support of personnel programs and functions including, but not limited to reviewing, revising and upgrading forms and procedures as needed.
4. Uses computer to input data, maintain files and operate standard office machines.
5. Obtains, interprets, and provides information to employees regarding the substitute system.
6. Monitors all substitute employees, including hiring, testing, background checks, reference checks, TB tests, scoring of applicant tests and maintaining test listings.
7. Maintains and oversees the function and care of the automated sub-calling system.
8. Coordinates and oversees the assigning and status of long term substitute employees.
9. Monitors, maintains and processes credentials, applications and certification renewals held by all substitute employees.
10. Processes waiver requests.
11. Prepares and audits spreadsheets daily for substitute employee payroll.
12. Keeps abreast of changes in substitute teacher credential regulations through the California Commission on Teacher Credentialing.
13. Processes unemployment forms as required.
14. Prepares necessary forms to implement any salary changes resulting from Board action.
15. Assists in negotiation process with the Tracy Unified School District and the substitute teachers.
16. Processes prep period coverage forms and other related forms.
17. Coordinates the training seminars for substitute employees.
18. Serves as a back-up for other Human Resources staff members on an as-needed basis.
19. Maintains regular and prompt attendance in the workplace.
20. Performs other related duties as assigned.

**EDUCATION AND EXPERIENCE:**

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent required. Two years of business college or two years of responsible clerical work in the educational field preferred. Must pass required district testing.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of intermediate computer skills.
2. Ability to operate standard office equipment.
3. Ability to type at a speed of 60 words per minute from clear copy.
4. Ability to communicate effectively, orally and in writing.
5. Strong interpersonal skills.
6. Ability to make independent decisions and accurately interpret laws and practices.
7. Ability to maintain cooperative working relationships with those contacted in the course of work.

**PHYSICAL REQUIREMENTS:**

Employees in this position must be/have the ability to:

1. Sit for extended periods of time.
2. Enter data into a computer terminal or electronic device and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand, walk and bend over. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Reach overhead, grasp, push/pull up to 25 pounds.
8. Lift and/or carry up to 25 pounds at waist height for short distances.
9. Bend, squat, stoop and/or climb for extended periods of time.

**WORK ENVIRONMENT:**

Employee in this position will be required to work indoors in a standard office environment and come in direct contact with District office staff and the public.

**SALARY:** Classified Confidential, ~~Range 10~~ **Range 13**

**DAYS OF SERVICE:** ~~204~~ **230**

Revised: TUSD 11.10.15



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 15, 2022  
**SUBJECT:** **Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2022-2023 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 2022-2023 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 March 22, 2022 (see attached). The District is requesting to open Article VI, Hours, to address concerns related to buy back day language and professional development opportunities, and Article VII, Duties, to address concerns related to student progress reporting.

The District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2022-2023 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

**FUNDING:** N/A

**RECOMMENDATION:** Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2022-2023 School Year and Submit it for Negotiations.

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

To: Tammy Jalique

From: Miyoko Masuda

Date: 4/1/2022

Re: Notification of Intent to Bargain

---

In accordance with Article XX of the current Master Agreement between the Tracy Unified School District (TUSD) and the Tracy Educator's Association (TEA), TEA hereby notifies TUSD of its intent to open and bargain the following articles:

**Automatic reopener:**

Article XIII – Salaries (Compensation)

Article XIV – Fringe Benefits

**TEA openers:**

Article VI - Hours

Article XVII - Evaluations



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** March 16, 2022  
**SUBJECT:** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year

**BACKGROUND:** The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2024. The articles below will be negotiated for the re-opener agreement during 2022-2023 school year.

**RATIONALE:** The District chooses to open the following Articles:

- Article VIII - Pay and Allowances
- Article X - Fringe Benefits
- Article XXXII – Layoff and Reemployment

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

**FUNDING:** N/A

**RECOMMENDATION:** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year.

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



California  
School  
Employees  
Association

5375 West Lane  
Stockton, CA 95210

(209) 472-2170

(800) 757-4229

FAX: (209) 472-2089

[www.csea.com](http://www.csea.com)

Matthew "Shane" Dishman  
Association President

Keith Pace  
Executive Director

Member of the AFL-CIO

The nation's largest  
independent classified  
employee association



March 3, 2022

VIA EMAIL  
[bstephens@tusd.net](mailto:bstephens@tusd.net)

Brian Stephens, Superintendent  
Tracy Unified School District  
1875 W. Lowell Avenue  
Tracy, CA 95376

RE: CSEA Sunshine – 2022-2023 Reopeners

Dear Superintendent Stephens:

Pursuant to the agreement between the California School Employees Association and its Tracy Chapter #098 (collectively "CSEA") and the Tracy Unified School District, please find attached the initial proposal for reopener amendments and/or modifications for the 2021-2024 collective bargaining agreement.

Please consider this document for the public notice provisions pursuant to Government Code Section 3547(a). The California School Employees Association and its Tracy Chapter #098 desire to commence negotiations as soon as possible after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION

  
Debra Ladwig  
Labor Relations Representative

DL/mk

Enclosure: Initial Proposal for 2022-2023 Reopener

c: Michael Caulfield, Chapter President 98  
Toni Thompson, Regional Representative 42  
Carmen Alessandro, Area Director E  
Theresa Malsack, Field Director  
098 file



INITIAL SUNSHINE PROPOSAL FOR 2022-2023 REOPENERS  
FROM  
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND IT'S TRACY CHAPTER #098 (CSEA)  
TO  
TRACY UNIFIED SCHOOL DISTRICT

---

**Article VIII: PAY AND ALLOWANCES**

Effective July 1, 2022, CSEA proposes a fair and equitable increase to the salary schedule.

**Article IX: REIMBURSEMENTS**

9.1 Language improvement regarding employee safety.

**Article X: FRINGE BENEFITS**

- Effective July 1, 2022, CSEA proposes a fair and equitable increase to the health benefit allowance.
- CSEA proposes improvement to the Death Benefit Program.

**Article XXXIII: GRIEVANCE PROCEDURE**

33.5 CSEA proposes change to the language that allows for a neutral adjudication process.