

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MARCH 22, 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: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services:
3.2.1 Findings of Fact: 21/22#78, 21/22#79
3.2.2 Approve Settlement Agreement for Compensatory Education Services and Educational Supplies for Student and Attorney Fees
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.3.2 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#78, 21/22#79
3.2.1
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |

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: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of March 8, 2022. 1-7

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

8. Student Representative Reports: Tracy High: Iliana Cashen; **West High:** Lilly Banchemo and Kaitlyn Durant; **Kimball High:** Omed Akbari; and **Alternative Ed Campus:** Diamond Torio; **North Reps:** Valeria Valdez, Alexis Galvan, Ridhamjot Kaur, Matthew Lane; **Kelly Rep.**

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

9.1 Alternative Education Campus Presentation

9.2 Recognize the Outstanding Employees of the Winter Term for the 2021-22 School Year 8

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

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING: None.

13. Consent Items: Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

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

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (February, 2022) 9
 (Separate Cover Item)

13.1.2 Accept the Generous Donations from the Various Individuals, 10-11
 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 12-13
 Organization/Booster Club Applications Submitted for the 2021/22 School Year

- | | | |
|---------------|--|--------------|
| 13.1.4 | Approve Payroll Reports (February 2022) | 14-18 |
| 13.1.5 | Approve Revolving Cash Fund Reports (February, 2022) | 19-21 |

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) | 22 |
| 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 | 23-26 |
| 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 | 27 |
| 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 | 28 |
| 13.2.5 | Approve Special Contract Service Agreement with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho Educational Evaluation | 29-32 |
| 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 | 33-34 |
| 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 | 35-38 |
| 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 | 39 |
| 13.2.9 | Approve Service Agreement for BMX Freestylers at Williams Middle School on March 31, 2022 | 40 |
| 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 | 41-44 |

13.3 Human Resources:

- | | | |
|---------------|--|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 45-46 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 47-49 |
| 13.3.3 | Certify that Provisions of Section 5593 Regarding Coaches Have Been Met | 50-55 |

- 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) | 56 |
| Action: | Motion___; Second___, Vote: Yes __; No __; Absent __; Abstain___. | |
| 14.1.2 | Consider Claim 603602 | 57 |
| Action: | Motion___; Second___, Vote: Yes __; No __; Absent __; Abstain___. | |

- 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 **58-60**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services:

- 14.2.1** Approve Adoption of Instructional Materials **61-62**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
14.2.2 Approve the Expanded Learning Opportunity Program Plan (ELO/ELO-P) (Separate Cover Item) **63-64**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

- 14.3.1** Acknowledge Receipt of California School Employee Association Sunshine Proposal for the 2022-2023 School Year **65-67**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.2 Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2022-2023 School Year **68-69**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.3 Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year **70-71**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
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 **72-73**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

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

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

17. Board Meeting Calendar:

- 17.1** April 12, 2022
17.2 May 10, 2022
17.3 May 24, 2022
17.4 June 14, 2022
17.5 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 8, 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, N. Erskine, S. Kaur, L. Souza
Absent: A. Blanco, Z. Hoffert
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 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 on Findings of Fact: 21/22#75, 21/22#76, 21/22#77
3.2.1
Action: Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
6b Report Out of Action Taken on PE Exemptions: NES#10350486
3.2.2
Action: **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
6c Report Out of Action Taken on Early Graduation: THS#10347701,
3.2.3 WHS #10340015, KHS #10356132
Action: **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
6d Report Out of Action Taken on Consider Paid and Unpaid Leave of
3.3.1 Absence for Certificated Employee #UC-1302, Pursuant to Article XX
Action: Approved. **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
6e Report Out of Action Taken on Consider Unpaid Leave of Absence
3.3.2 for Certificated Employee #UC-1301, Pursuant to Article XX
Action: Approved. **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
- Minutes:** 7. **Approve Regular Minutes of February 22, 2022.**
Action: Abercrombie, Souza. **Vote:** Yes-4; No-0; Absent-2(Blanco, Hoffert); Abstain-1(Kaur)
- Audience:** K. Jacobs, T. Heben, K. Wilson, D. Schneider, G. Bradley, J. Cuevas, L. Hawkins
S. Hawkins, M. Baumann, E. Quintana, C. Munger, S. Wallace, M. Strelka, P.
Rooney, K. Morelos, A. Lee, T. Arnaudo
- Student Rep Reports:** 8. Tracy High School FFA: Katie Morelos, the FFA Secretary, reported that on January 29th they held a tri tip and chicken dinner. They sold about 160 tickets. Seven students attended the World Ag Expo. Many competitions were held and their students did great and had fun. National FFA week was held February 19th through 26th. There were dress up days along with a teacher appreciation breakfast and student barbeque. The next meeting is on March 15th. The livestock and judging team have started with competitions upcoming. The Member of the Month was Payton Ulloa.

West High School FFA officers, Kaylee Henry and Danny Vargas, reported that on February 5th the state held the first contest. They sent their horse-riding team and their ag sales team. They received many awards. In March they both competed again at UC Davis Field Day and next the poultry team will be competing at Merced College. They sent 43 students to the World Ag Expo. There were vendors from all over the world. It was a great experience. The See's Candy fundraiser is running until March 25th. The QR code is on social media. The annual banquet will be held in the cafeteria on May 11th. Students will be acknowledged and given awards. During banquet the new officers will be installed. FFA week was celebrated February 22nd through February 25th with lunchtime activities and dress up days. They had a petting zoo and the annual "Kiss the Critter" and "Kiss the Horse" fundraiser and raised \$675 for their chapter. The week was a great success.

Recognition & Presentations:

9.1 Hirsch Elementary School Presentation

Principal, Gillian Bradley, and Assistant Principal, Ashley Muzzi, presented a power point that showed how Hirsch students are implementing STEM this year. They showed pictures of the 5th grade design challenge, a math lesson using "my math". They also designed a model in Scratch showing the flow of energy in an ecosystem and shared it with the 3rd graders. They also showed pics of 3rd graders learning the survive and thrive 0 students collaborate and teach each other and then discover. Students also built a robot that had to stand and have a function. They showed 2nd grade students using the "2 Cents" discussing the safety of the playground structures. They also showed 1st grade students using 2 Cents while students prompt each other. First graders are also being introduced to KIBO where students are learning to code

9.2 Tracy Adult School Presentation

Director of Adult Education and CTE and Principal of Adult School, Sam Strube, presented a power point which showed the programs that Tracy Adult School offers to adults. They have classes that prepare them to take the citizenship test, ESL for adults, high school diploma program and test for a high school certificate which is similar to GED. In the evenings they offer 42 different classes. Their enrollment is 1003 students. The funding and priorities come from the state, go to the consortium and then to Tracy Adult School. They then report back to them. This community has a need for adult school. There are 7155 adults with less than high school education in this area. There are 9230 adults who speak English less than very well. They partner with Delta College and transition them to Delta College and into the workforce. They do campus tours and workshops for financial aid. They also partner with WorkNet and Delta College which has 32 pathways and certificate programs. Next year they will start an ESL Café at the district office. They will be starting a technology program for ESL students and conversational English. He then introduced 4 students who spoke about their experience at Adult School.

Ahmadshah Ghafoorzai is from Afghanistan and has been in the U.S. for 6 months. He has attended the adult school for 5 months. He would like to start college and get a career to have a better job to support his family. They have good teachers here. He came here because he wants to learn the English language and start a new career. In Afghanistan there is nothing new or modern. At this school he learns from new people and meets new friends. Esmat Ghafoorzai is from Afghanistan and has been here for 6 months. He started at the Tracy Adult School because he wants to learn

English and get a job and pursue a higher education. He is impressed by the management and teaching of the Adult School. They focus on primary education, and he has access to learn. He thanked everyone and teachers for understanding their situation. Shughla Aryobi is from Afghanistan and has 5 children. She has been in the U.S. for 6 years and has attended school for 2 years. She wants to learn English so that she can speak and write better and wants to go to college for more education. She also learns about America and school helped her pass her citizenship so now she is an American citizen and thanked her teachers for helping her. Yalda Fazli is from Afghanistan came her 2 years ago and didn't speak English. When she went to the grocery store and was asked a question, she didn't know how to respond. School has improved her English and she is now comfortable to speak everywhere. She likes that there are day and night classes available. She thanked the teachers and staff for helping her. The students then came around and shook hands with the cabinet and the board members.

Mr. Strube then presented a power point on the Career Technical Education (CTE) program. There are 23 pathways and 61 courses in the CTE program. There are 2704 students that take CTE courses at our 3 comprehensive high schools. They get credit for prerequisite courses at a community college if they took CTE courses. He then reviewed the CTE road map. It takes 300 hours to complete a pathway. We apply for grant money from the Perkins Grant and the CTE Incentive Grant. CTE gets its funding from the LCAP. These students have higher graduation rates, participate in student organizations, attend college and start a career.

**Information &
Discussion Items:**

10.1 Administrative & Business Services:

10.1.1 Receive Report on Naming Facilities

Associate Superintendent of Business Services, Dr. Rob Pecot, presented a power point reviewing the process for naming a district facility. A public notice is posted and advertised and applications for suggestions of names are submitted. A committee is appointed and will review the applications and reach a consensus. The board will then vote and make a decision.

10.1.2 Receive Report on TUSD Enrollment

Associate Superintendent of Business Services, Dr. Rob Pecot, presented a power point on enrollment. He reviewed a snapshot of enrollment numbers from 2013, that showed 16,114 students, up to the projections for next year that showed 14,011 students. There has been a steady decline in numbers. He then reviewed the enrollment by grade levels and also showed the numbers by school year. This decline is beginning to slow down.

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. Cases have come down a lot with San Joaquin County at 12.1 cases per 100,000 which is very close with California numbers which is at 11.1 cases per 100,000. We are still offering testing for any community member. There is rarely a line anymore. We held our final vaccine clinic on the 4th at Central

School. We will wait and see how things go. We have offered a lot in Tracy and the county expressed their appreciation for our efforts

10.2.2 Receive Information on the California Expanded Learning Opportunity Program (ELO/ELO-P)

Director of Continuous Improvement, State & Federal Programs, Ms. Tania Salinas, CEO Boys & Girls Clubs of Tracy, Ms. Kelly Wilson and Director of Operations, Genaro Cueva presented a power point . They reviewed the purpose of the Expanded Learning Opportunities Program (ELOP) which provides funding for afterschool and summer school enrichment programs for TK, Kindergarten through sixth grade. They reviewed the various requirements and are proposing to expand to an additional 5 sites in Tracy. At the next board meeting they will have the ELOP plan for approval for this expansion.

Ms. Wilson is very happy to have the funding to present this expansion. The Boys and Girls Club of Tracy is currently at 7 school sites across the district which includes 60 staff members and benefits over 1000 students. Their first clubhouse was built on TUSD land, and the community raised \$1 million dollars to build it. They have been changing lives for over 32 years. They offer a safe place to learn, grow, and be a kid. They offer mentoring by trained youth development professionals; have an outcome driven program with data and metrics; and offer structure and stability to kids who need them most. She showed a video of kids taking about what they like about the club including homework help, video games, arts and crafts, basketball skills, and building confidence.

Mr. Cueva reported that the offer daily supper and snack to every club kid, homework help, exercise, smart MOVES program and arts, cooking sports and music. They have a great relationship with TUSD principals, teachers and staff. The plan is to have 5 new sites which would be at Williams Middle School, West High, Bohn Elementary, Freiler and Hirsch Elementary with TK and Kinder afterschool at up to 9 sites. There will also be funding for summer/intercession.

10.2.3 Receive Report on the California Assessment of Student Performance and Progress (CAASPP)

Director of Continuous Improvement, State & Federal Programs, Ms. Tania Salinas, and Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point on the Smarter Balance SBAC results from last spring. The California Assessment of Student Performance & Progress (CAASPP) is the umbrella of the state assessments. Tonight, they will be reporting on the SBAC results for 3rd, 8th and 11th graders who took this test. She also reviewed the suggested guidance that explained that last year's testing was very different and that TUSD was one of the districts that administered SBAC. Only 25-30% of districts administered the SBAC. She also advised that we should not compare each school and district in the 2020-21 year. Prior to COVID, over 95% of eligible students were assessed, however in 2020-21, less than 25

percent of student completed the statewide assessments in all the subject areas. We should be proud of our district that our students took all of these assessments. She then reviewed scores of the years 2019 and 2021 in ELA and Math for our district, county and state and also by student groups, grade levels and school sites. Scores lowered from years prior to COVID, as expected. Our actions for improving student achievement include intensified support, supplemental support and universal support for all students. In 2022-23, support will include literacy intervention, additional staff, parent engagement programs, tutoring, mental health services, and digital technology.

10.2.4 Receive Report on Instructional Materials Adoptions

Director of IMC, Dr. Debra Schneider, presented a power point which reviewed the adoption process for a set of science courses for grades 6-8. The committee went with *Amplify Science*. Also, for AP history, the committee went with *Ways of the World*. These will come back at the March 22nd meeting for approval and adoption. All materials are on display at the IMC until March 22nd. If approved, these texts will be in students' hands in the Fall.

10.2.5 Receive Report on A-G Improvement Completion Improvement Grant

Associate Superintendent of Educational Services, Ms. Julianna Stocking, presented a power point. This is a new grant that was released in December. This is to provide additional support to increase the number of students who graduate from high school with A through G eligibility. The duration of the grant funding is through the 2025-26 school year. She then reviewed the A through G requirements. These funds can be used for professional development opportunities, developing comprehensive advising plans and pupil supports, expanding access to coursework and for AP and IB fees for unduplicated pupils. We are collecting feedback, will develop and approve a plan and then implement and monitor it. This will come back to the board in April for approval.

10.3 Human Resources:

10.3.1 Receive Report on Hiring Practices and Costs of Advertising Job Openings

Associate Superintendent of Human Resources, Ms. Tammy Jalique, presented a power point which reviewed the process of requesting positions, advertising and recruitment events. On March 5th the district held a recruitment fair. We have not done this since 2007. It was very successful with over 400 candidates. We offered 23 certificated positions and 45 classified positions. We also had information available for people on how to be a sub and had credential information available. This was heavily advertised by mail, radio ads, newspaper ads and Zip Recruiter for a total cost of \$34,541.00. The biggest draw were the mailers, followed by word of mouth and Facebook and web pages. She thanked the HR staff, Principal, Mr. Theall, custodian, Rick Pereira, cabinet, TEA, CSEA and school site management team and student volunteers.

Hearing of Delegations	11.	Tiffanie Heben and Michelle Rivas are with the Tracy Friends of the Library. It is a non-profit that has promoted and supported the Tracy Library for over 30 years. She encourages members of the public to become members. They currently have a Tracy Poetry contest that starts on March 16 and closes on April 13. They also have a donation drive from March 12-16 th and are taking donations at Tracy Library.
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: Abercrombie, Souza. Vote: Yes-5; No-0; Absent-2(Blanco, Hoffert)
	13.1	Administrative & Business Services:
	13.1.1	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
	13.2	Educational Services:
	13.2.1	Approve Agreement for Special Contract Services with Challenge Day for services at Tracy (4/5), West (4/7), and Kimball (4/12) High Schools for the 2021-2022 School Year (Separate Cover Item)
	13.2.2	Approve the Discard of Obsolete Instructional Materials
	13.2.3	Ratify Master Contract (MC) Victor RTC/North Valley NPS, for the 2021- 2022 School Year (Separate Cover Item)
	13.2.4	Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the Black Students of California United (BSCU) Leadership Conference in Sacramento, California on March 11-13, 2022
	13.2.5	Approve Overnight Travel for the West High Track Team and Coaches to Attend the Track Invitational in Arcadia, Ca. April 7-10, 2022
	13.2.6	Approve Revised School Site Plans and Budgets for South/West Park School for the Remainder of the 2021-2022 School Year (Separate Cover Item)
	13.3	Human Resources:
	13.3.1	Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
	13.3.2	Approve Classified, Certificated and/or Management Employment
Action Items:	14.1	Administrative & Business Services:
	14.1.1	Approve School Site Safety Plans for the 2022-23 School Year (Separate Cover Item) Action: Abercrombie, Souza. Vote: Yes-5; No-0; Absent-2(Blanco, Hoffert)
	14.1.2	Certify 2021-2022 Fiscal Year Second Interim Report (Separate Cover Item) Action: Abercrombie, Souza. Vote: Yes-5; No-0; Absent-2(Blanco, Hoffert)
	14.2	Educational Services:

- 14.2.1 Acknowledge Updates to Reclassification Criteria (First Reading)**
Action: Abercrombie, Erskine. **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
- 14.2.2 Approve Adoption of Instructional Materials**
Action: Abercrombie, Kaur. **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
- 14.2.3 Approve Agreement for Contract Services with A Plus Academic Center for In-person and Virtual Tutoring Services for Students Experiencing Housing Insecurity and in the Foster Care System During the 2021-22 School Year**
Action: Abercrombie, Erskine. **Vote:** Yes-5; No-0; Absent-2(Blanco, Hoffert)
- 14.3 Human Resources:**
- 14.3.1 Approve One-Time (Lump Sum) 2% Salary Increase**
Action: As amended so that it is 2% or \$1500 whichever is greater.
 Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Hoffert)
 Chris Munger, TEA president, thanked the board and TUSD leadership for reaching this agreement to compensate TUSD employees with a 2% payment. Classified, certificated and management pulled together to problem solve to get through the pandemic successfully. Staff have gone above and beyond. It is well deserved and very much appreciated.

Board Reports:

Trustee Souza thanked everyone for their presentations and thanked Boys and Girls Club for their amazing programs, including the Challenger. Trustee Kaur thanked everyone for staying for the board meeting. She congratulated and thanked everyone in TUSD for getting the lump sum payment. Trustee Abercrombie commented on the Challenger program and requested anyone who would like to volunteer to come out on Saturday. They need about 15 volunteers. He also thanked the DARE kids who helped out with the cleanup efforts in Tracy this past Saturday. This summer in June, he will be organizing a DARE leadership academy at the police department for current 8-11th grade students who will be learning leadership skills. They will also participate in community service hours. He gave a big shout out to Ms. Jalique for the job fair, he heard people bragging about it. Trustee Erskine thanked all who participated tonight. She thanked the students who presented. She was grateful and thankful to hear about inclusion and collaboration. She's thankful for the Boys & Girls Club and for everyone's efforts made to help to close the gap in recruitment. Trustee Alexander thanked all who came tonight. He is thankful for the board members. He is happy that we voted on the 2% lump sum payment to staff.

Superintendent Report:

Dr. Stephens was touched by the Adult School students who are trying to get ahead in our country. Approximately 2 years ago we closed our schools closed for what we thought would be a week but was much more. He hopes that we are moving towards the end of this pandemic and appreciates the efforts of everyone.

Adjourn: 9:35 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 10, 2022
SUBJECT: Recognize the Outstanding Employees of the Winter 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 Marlene Hepner (9-12), Richard Newton (6-8) and Laura Nunes (K-5) as Outstanding Certificated Employees; Felipe Mendoza (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.

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 4, 2022
SUBJECT: Approve Accounts Payable Warrants (February 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (February 2022).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 3, 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:

Tracy Unified School District:

1. Tracy Unified School District: From the Tracy Amazon Fulfillment Center, 3 Amazon Fire HD 10 Tablets, 1 HP Deskjet Printer, 1 Epson Color Scanner, 2 Routers, and 1 Amazon Kindle as well as various classroom supplies, at a total combined value of approximately \$25,000.00. This generous donation will benefit the staff and students of Tracy Unified School District.

Hirsch Elementary School:

1. Tracy Unified School District/Hirsch Elementary School: From Aaron Black for the amount of \$500.00 (ck. #1079). This donation will be used for school supplies and will benefit the staff and students of Hirsch Elementary School.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Maria Faria for the amount of \$500.00 (ck. #1623). This donation made in memoriam of former Tracy High employee, Alvarino "Al" Faria, and it will benefit Tracy High School's Future Farmers of America (F.F.A.) program.

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 11, 2021
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year**

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

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

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

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

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



2021/2022 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn Parent Teacher Organization	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
G.Kelly Parent Faculty Alliance	<i>Approved</i>	<i>Current</i>
KHS Athletic Booster Club	<i>Approved</i>	<i>Current</i>
KHS Music Boosters	<i>Approved</i>	<i>Current</i>
KHS PTSA	<i>Approved</i>	<i>Current</i>
North Parent Club	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South West Park Parent Club	<i>Approved</i>	<i>Current</i>
THS Baseball Booster Club	<i>Approved</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Approved</i>	<i>Current</i>
THS Football Booster Club	<i>Approved</i>	<i>Current</i>
THS Softball Booster Club	<i>Approved</i>	<i>Current</i>
THS Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz Parent Facility Club	<i>Approved</i>	<i>Current</i>
WHS Homefield Advantage	<i>Approved</i>	<i>Current</i>
WHS Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>

Revised 3/11/22



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 4, 2022
SUBJECT: Approve Payroll Reports (February 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (February 2022).

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

Pay Date 02/10/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	375,615.59	Teachers' Salaries
		1200	225.99	Cert Pupil Support Salaries
		1900	7,492.30	Other Certificated Salaries
		2100	14,925.17	Instructional Aides' Salaries
		2200	103,232.27	Classified Support Salaries
		2300	220.00	
		2400	22,392.06	Clerical & Office Salaries
		2900	4,051.47	Other Classified Salaries
		Total Labor	528,154.85	
Fund	01	SACS Object	Amount	
		3101	48,457.63	STRS On 1000 Salaries
		3201	1,066.46	PERS On 1000 Salaries
		3202	5,329.02	PERS On 2000 Salaries
		3301	6,699.04	
		3302	9,714.84	
		3501	1,917.17	State Unemploy On 1000 Salary
		3502	724.20	State Unemploy On 2000 Salary
		3601	6,565.61	Worker'S Comp Ins On 1000 Sal
		3602	2,480.42	Worker'S Comp Ins On 2000 Sal
		Total Contributions	82,954.39	
Fund	09	SACS Object	Amount	
		2400	1,063.02	Clerical & Office Salaries
		Total Labor	1,063.02	
Fund	09	SACS Object	Amount	
		3202	191.10	PERS On 2000 Salaries
		3302	81.32	
		3502	5.31	State Unemploy On 2000 Salary
		3602	18.21	Worker'S Comp Ins On 2000 Sal
		Total Contributions	295.94	
Fund	11	SACS Object	Amount	
		1100	5,072.97	Teachers' Salaries
		1200	225.99	Cert Pupil Support Salaries
		2100	988.84	Instructional Aides' Salaries
		2400	461.32	Clerical & Office Salaries
		Total Labor	6,749.12	
Fund	11	SACS Object	Amount	
		3101	711.19	STRS On 1000 Salaries
		3202	332.24	PERS On 2000 Salaries
		3301	76.84	
		3302	110.93	
		3501	26.48	State Unemploy On 1000 Salary
		3502	7.25	State Unemploy On 2000 Salary
		3601	90.78	Worker'S Comp Ins On 1000 Sal
		3602	24.85	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,380.56	

Fund	12	SACS Object	Amount	
		1100	98.00	Teachers' Salaries
		2100	1,001.97	Instructional Aides' Salaries
		Total Labor	1,099.97	

Fund	12	SACS Object	Amount	
		3101	16.58	STRS On 1000 Salaries
		3202	40.35	PERS On 2000 Salaries
		3301	1.42	
		3302	37.56	
		3501	0.49	State Unemploy On 1000 Salary
		3502	4.99	State Unemploy On 2000 Salary
		3601	1.68	Worker'S Comp Ins On 1000 Sal
		3602	17.18	Worker'S Comp Ins On 2000 Sal
		Total Contributions	120.25	

Fund	13	SACS Object	Amount	
		2200	8,877.78	Classified Support Salaries
		Total Labor	8,877.78	

Fund	13	SACS Object	Amount	
		3202	597.80	PERS On 2000 Salaries
		3302	427.02	
		3502	44.39	State Unemploy On 2000 Salary
		3602	152.01	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,221.22	

Pay Date 02/28/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	4,938,984.46	Teachers' Salaries
	1200	488,920.62	Cert Pupil Support Salaries
	1300	604,703.35	Cert Suprvsrs' & Admins' Sal
	1900	143,866.75	Other Certificated Salaries
	2100	429,328.48	Instructional Aides' Salaries
	2200	894,155.71	Classified Support Salaries
	2300	227,199.80	Class Suprvsrs' & Admins' Sal
	2400	530,512.49	Clerical & Office Salaries
	2900	42,265.86	Other Classified Salaries
	Total Labor	8,299,937.52	
Fund 01	SACS Object	Amount	
	3101	1,021,389.31	STRS On 1000 Salaries
	3102	8,996.43	STRS On 2000 Salaries
	3201	32,298.29	PERS On 1000 Salaries
	3202	459,860.34	PERS On 2000 Salaries
	3301	90,924.76	
	3302	151,366.91	
	3401	625,177.21	
	3402	289,096.60	
	3501	30,882.29	State Unemploy On 1000 Salary
	3502	10,607.38	State Unemploy On 2000 Salary
	3601	105,790.29	Worker'S Comp Ins On 1000 Sal
	3602	36,370.81	Worker'S Comp Ins On 2000 Sal
	3701	74,911.73	
	3702	35,787.77	
	Total Contributions	2,973,460.12	
Fund 09	SACS Object	Amount	
	1100	81,417.24	Teachers' Salaries
	1200	924.46	Cert Pupil Support Salaries
	1300	4,222.63	Cert Suprvsrs' & Admins' Sal
	2400	5,772.46	Clerical & Office Salaries
	Total Labor	92,336.79	
Fund 09	SACS Object	Amount	
	3101	14,646.73	STRS On 1000 Salaries
	3202	1,322.48	PERS On 2000 Salaries
	3301	1,173.18	
	3302	441.85	
	3401	7,274.37	
	3402	626.67	
	3501	432.80	State Unemploy On 1000 Salary
	3502	28.87	State Unemploy On 2000 Salary
	3601	1,482.67	Worker'S Comp Ins On 1000 Sal
	3602	98.88	Worker'S Comp Ins On 2000 Sal
	Total Contributions	27,528.50	

Fund	11	SACS Object	Amount	
		1100	11,599.20	Teachers' Salaries
		1200	8,679.59	Cert Pupil Support Salaries
		1300	11,520.83	Cert Suprvsrs' & Admins' Sal
		2100	5,667.82	Instructional Aides' Salaries
		2400	9,517.07	Clerical & Office Salaries
		Total Labor	46,984.51	

Fund	11	SACS Object	Amount	
		3101	5,380.50	STRS On 1000 Salaries
		3202	3,478.89	PERS On 2000 Salaries
		3301	429.62	
		3302	1,105.96	
		3401	2,139.65	
		3402	2,462.53	
		3501	158.99	State Unemploy On 1000 Salary
		3502	75.96	State Unemploy On 2000 Salary
		3601	544.67	Worker'S Comp Ins On 1000 Sal
		3602	260.08	Worker'S Comp Ins On 2000 Sal
		Total Contributions	16,036.85	

Fund	12	SACS Object	Amount	
		1300	2,214.79	Cert Suprvsrs' & Admins' Sal
		2100	13,743.81	Instructional Aides' Salaries
		2300	1,884.26	Class Suprvsrs' & Admins' Sal
		2400	4,515.78	Clerical & Office Salaries
		Total Labor	22,358.64	

Fund	12	SACS Object	Amount	
		3101	374.74	STRS On 1000 Salaries
		3102	452.39	STRS On 2000 Salaries
		3202	2,835.30	PERS On 2000 Salaries
		3301	28.96	
		3302	1,111.63	
		3401	196.08	
		3402	1,481.27	
		3501	11.07	State Unemploy On 1000 Salary
		3502	100.70	State Unemploy On 2000 Salary
		3601	37.93	Worker'S Comp Ins On 1000 Sal
		3602	345.02	Worker'S Comp Ins On 2000 Sal
		Total Contributions	6,975.09	

Fund	13	SACS Object	Amount	
		2200	135,476.91	Classified Support Salaries
		2300	38,520.72	Class Suprvsrs' & Admins' Sal
		2400	18,359.72	Clerical & Office Salaries
		Total Labor	192,357.35	

Fund	13	SACS Object	Amount	
		3202	38,751.60	PERS On 2000 Salaries
		3302	13,324.45	
		3402	16,584.32	
		3502	961.78	State Unemploy On 2000 Salary
		3602	3,294.70	Worker'S Comp Ins On 2000 Sal
		Total Contributions	72,916.85	



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: March 4, 2022
SUBJECT: Approve Revolving Cash Fund Reports (February 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (February 2022).

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

03/01/22

TUSD
REVOLVING CASH FUND
February 2022

Date	Num	Name	Memo	Paid Amount
02/01/2022	9778	DEPARTMENT OF PESTICIDE RE...	PO22-02027 Gerrod Bailey; Laura Minten	
			01-8150-0-0000-8110-5800-800-9502	-280.00
TOTAL				-280.00
02/01/2022	9779	CALIFORNIA SCHOOL LIBRARY ...	PO22-02001 DigCit Summit Only - February 1...	
			01-7425-0-1110-2140-5800-800-2744	-525.00
TOTAL				-525.00
02/07/2022	9780	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
02/07/2022	9781	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
02/07/2022	9782	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
02/07/2022	9783	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
02/07/2022	9784	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
02/07/2022	9785	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 DMV FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
02/08/2022	9786	WALMART VISION CENTER	PO22-02058 ORDER # 1058653	
			01-3010-0-0000-7200-4300-800-2749	-100.00
TOTAL				-100.00

03/01/22

TUSD
REVOLVING CASH FUND
February 2022

Date	Num	Name	Memo	Paid Amount
02/17/2022	9787	CALIFORNIA DEPARTMENT OF E...	PO22-02099 Application Fee for Driver Instru...	
			01-0723-0-1110-3600-5800-840-9702	-14.00
			01-0724-0-5750-3600-5800-840-9702	-21.00
TOTAL				-35.00
02/18/2022	9788	TOGO'S	PO22-00689 2/22/2022	
			01-0000-0-0000-7150-4300-810-1001	-80.00
TOTAL				-80.00
02/18/2022	9789	TOGO'S	PO22-00689 2/23/2022	
			01-0000-0-0000-7150-4300-810-1001	-121.00
TOTAL				-121.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 28, 2022
SUBJECT: **Approve Revised School Site Plan and Budget for the Remainder of the 2021 - 2022 School Year**

BACKGROUND: The 2021- 2022 School Site Plans and Budgets were approved at the August 10, 2021, Board Meeting, as is required by the Every Student Succeeds Act (ESSA). The current uncertainties surrounding COVID – 19 have forced Central School to alter some programs, plans and expenditures that had originally been approved by the TUSD Board of Trustees, as well as School Site Council for the 2021 - 2022 school year. These changes are needed to better meet the needs of our students during this COVID – 19 Pandemic and in its aftermath.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Central School Site Councils during the month of February 2022. The change in budget would be to eliminate the funding for Field trips (\$12,000) since students cannot attend these. Eliminate and reduce teacher walk throughs (\$4,200) and assessment subs (\$1,000) as substitute teachers were not available on these days. Eliminate after school interventions (\$5,000) since the ELOG grants is paying for this. Eliminate para after school time (\$4,000) and Club liaison (\$2,000) as staff did not decide these after school positions this year. These funds will be put towards sustainable items for the school in the form of technology (\$11,200) and books (\$17,000) to assist in our intense literacy program.

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

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for the Remainder of the 2021 - 2022 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 4, 2022
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Kimball High School for the 2021-22 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will provide one behaviorist for a total of 7 hours daily beginning March 23, 2022 and continuing through the end of the school year. There is no cap on the number of students they can service. They will provide group therapy services that include grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners. This aligns with Strategic Goal #2 of our SPSA to Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: FACES will be paid \$110 per hour, for 7 hours per day, for 42 days at a cost of \$32,340.00. This will be funded through ELOG funds.

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

PREPARED BY: Ben Keller, Kimball High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services (F.A.C.E.S.), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide a classroom behaviorist to assist and support behaviors in the classroom setting.
One behaviorist will provide 7 hours of services daily. Services will include group therapy, including grief/loss groups, social anxiety groups, addiction intervention, and boys groups. They will provide counseling services targeted at academic intervention and provide trauma counseling, when necessary. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the therapist.

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 42 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High School 3200 Jaguar Lane.

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

- a. District shall pay \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 32,340.00. 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 \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 23rd, 2022, and shall terminate on 05/27/2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ben Keller, at () 209-832-6600 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.

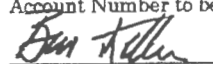
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without 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
83-0818579
Title
CEO
IRS Identification Number
Faith in Action Community Education Services (FACES)
Title
401 E. Main Street
Address
Stockton, CA 95202

Tracy Unified School District
Date
Account Number to be Charged

Department/Site Approval
Budget Approval
Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 8, 2022
SUBJECT: Approve Overnight Travel for Kimball High School Cheerleaders to Attend Cheer Camp at William Jessup University, Rocklin, CA on July 6-9, 2022

BACKGROUND: The Kimball High School Cheerleaders have been invited to attend a cheerleading camp at William Jessup University in Rocklin, CA on July 6th-9th, 2022. They will be learning new techniques, routines, compete in different competitions, and be able to bond as a team. The Cheerleading Team, which consists of approximately 40 students (this number is subject to change after tryouts), Head Coach, Jessica Butler and Assistant Coach, Ashley Albright, will attend this event. They will travel to William Jessup University the morning of July 6 and will return July 9, 2022. Parents will drive their own students to and from the event. Students will stay in the William Jessup Dorms. Supervision will be provided by the Head Coach, Assistant Coach, and William Jessup Event Staff.

RATIONALE: The Kimball High School Cheerleaders have worked very hard for the opportunity to attend this camp. It is a great opportunity to represent the city of Tracy at the camp where they will demonstrate their team dynamics and abilities. They will also have the opportunity to meet and interact with other cheerleaders from our league. This 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; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no cost to the District. The total cost per member will be \$450.00, which includes camp fees, lodging, meals and coaches' fees. The funding for this trip will be paid by parent support, donations raised by the students and parents who choose to participate in this event.

RECOMMENDATION: We request approval for the Kimball high School Cheerleaders to attend Cheer Camp at William Jessup University, Rocklin, CA on July 6-9, 2022.

Prepared by: Mr. Ben Keller, Kimball High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 8, 2022
SUBJECT: **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**

BACKGROUND: The Kimball High School Dance Team Dancers have been invited to attend a Dance Team Camp at the Marriot in San Ramon on July 31-August 2, 2022. They will learn new techniques and routines as well as be able to compete in different camp competitions and bond as a team. The Dance Team, which consists of twenty-five students, is requesting to travel to San Ramon, CA for the Varsity UDA Dance Camp. The Kimball High School Dance Team will stay at the Marriot San Ramon under the direct supervision of the Head Coach, Monique Coatney, 2-4 district-approved parent volunteer chaperones, and the Varsity UDA Dance Camp Staff.

RATIONALE: The Kimball High School Dance Team Dancers have worked very hard over many years for the opportunity to attend camp. With all the difficulties the dancers have in dealing with complications from COVID, attending dance camp would benefit the dancers physically, mentally, and their overall team mentality. It would also be a great opportunity to represent the city of Tracy at the camp where they can demonstrate their team dynamics and abilities. The Kimball High School dancers will have the opportunity to meet and interact with other dancers from across California. This 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; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Lodging and transportation costs will total approximately \$425 per dance/coach/chaperon. This cost will include camp fees, lodging, meals and coaches' fees. There will be no cost to the District for this event. The funding for this trip will be paid by parent support, donations raised by the students and parents who choose to participate in this event.

RECOMMENDATION: We request approval 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.

Prepared by: Mr. Ben Keller, Kimball High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 18, 2022
SUBJECT: Approve Special Contract Service Agreement with Lisa Cheney, Educational Psychologist for an Individual Educational Evaluation/Psycho Educational Evaluation

BACKGROUND: Board approval is requested to contract for an Independent Educational Evaluation (IEE)/Psycho-educational Assessment for one Special Education Student. Lisa Cheney, a Psychologist from University of the Pacific, will conduct an IEE per the San Joaquin County SELPA IEE process. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with the statutory timelines.

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

FUNDING: Expenses for the 2021-2022 regular school year and related services will not exceed \$4,500.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Special Contract Service Agreement with Lisa Cheney, Educational Psychologist, for an Independent Educational Evaluation/Psych-Educational Assessment.

Prepared by: Sean Brown, Director of Special Education.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Lisa Cheney Educational Psychologist, 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: Independent Education Evaluation (IEE) of 1 District student.
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report
will be provided to the District, at the same time that it is made available to the parents of the student who was evaluated. The IEE will include
a psycho-educational assessment. The contractor will attend related IEP meeting to discuss the report. The contractor will provide a copy of all
assessment protocols to the District.

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 30 () ☒ **HOURS** | ☐ **DAYS**, under the terms of this agreement at the following location student's school of attendance.

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

- a. District shall pay \$ 4,500.00 per | ☐ **HOUR** | ☐ **DAY** ☒ **FLAT RATE**, not to exceed a total of \$ 4,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [☐] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | ☐ **MONTHLY PROGRESS BASIS** ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 1, 2022, and shall terminate on June 30, 2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at () 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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
<hr/>	
IRS Identification Number	
Educational Psychologist	
Title	
6613 Woodland Ave.	
Address	
Modesto, CA 95358	
<hr/>	
<hr/>	

Tracy Unified School District
2/16/2022
Date
#01-6500-5750-11-5800-800-2542
Account Number to be Charged
Special Education
Department/Site Approval
<hr/>
Budget Approval
<hr/>
Date Approved by the Board
<hr/>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 17, 2022
SUBJECT: **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**

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education in collaboration with the Community Training and Assistance Center (CTAC). The award supports TUSD in creating Leadership of STEM: The PreK-12 STEM Pathway, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. One of the requirements for receiving this funding is to disseminate information about this project throughout the state and the nation. The National Science Teachers Association (NSTA) annual conference is an event that will allow for the dissemination of the PreK-12 STEM program. A proposal to share the PreK-12 STEM program was submitted to NSTA and has been accepted. We will leave the DEC on the morning of 3/30/2022 and fly from the Sacramento International Airport and arrive in the evening at the Houston International Airport. We will then attend the NSTA conference all day on 3/31/2022 through 4/2/2022. Then on the morning of 4/3/2022 we will fly from the Houston International Airport back to Sacramento.

RATIONALE: Attending the NSTA conference will allow for the national dissemination of the PreK-12 STEM program. This will allow for the TUSD's PreK-12 STEM units and implementation to be shared with districts, schools, and teachers from throughout the nation and fulfill grant requirements aligned with the dissemination goals of the Prek-12 STEM program. In addition, attendance at the NSTA conference by the STEM Director and the STEM Learning Accelerator Coordinator will allow them to attend workshops to learn about current trends in science education. This aligns with Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, 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 Goal 3: Apply

fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost for flights, hotel, registration, transportation and meals will be approximately \$6,300.00. This will be paid by the EIR STEM grant funds.

RECOMMENDATION: Approve Out of State Overnight Travel for the STEM Director and STEM Learning Accelerator Coordinator to Attend the annual NSTA Conference in Houston, California on March 30 – April 3, 2022.

PREPARED BY: Mr. Dean Reese, Director of STEM Curriculum and Local Assessment.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 25, 2022
SUBJECT: Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2021-2022 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the Educational system through extraordinary Educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will provide one full time mental health therapist and one part time mental health therapist, for a total of 11 hours daily beginning April 1st. There is no cap on the number of students they can service. They will provide group therapy services that include grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners. 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: FACES will be paid \$110 per hour, for 11 hours per day, for 38 days at a cost of \$45,980.00. This will be funded through ELOG funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School for the 2021-2022 School Year.

PREPARED BY: Ms. Annabelle Lee, West High School Principal.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services aka. F.A.C.E.S., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Mental Health services at Merrill F. West High. There will be one full time therapist (7hrs. daily), and one part time therapist (4hrs daily). They will provide group therapy which includes grief / loss groups, addiction groups, social anxiety groups and boys groups. They will work with students failing academically, provide trauma counseling to English language learners and work with identified students who need help with transition of any kind. Services will not be limited to a specific number as long as the caseload is within capacity of therapists.

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 Thirty eight (38) [] HOURS [X] DAYS, under the terms of this agreement at the following location West High, 1775 W. Lowell.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$45,980. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on April 1, 2022, and shall terminate on May 27, 2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Annabelle Lee, at (209) 830-3370 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

CEO

83-0818579
IRS Identification Number

Title

401 E. Main Street, Stockton
Address

CA, 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 9, 2022
SUBJECT: **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**

BACKGROUND: This is a Career Development Educational Event where 3 teams will compete for State Awards in Ag. Science.

RATIONALE: The FFA students will tour the area, network with industry personnel, compete in the various contests and stay for the awards ceremonies. It is the culmination of a season of hard work, and a chance to be recognized. This is a prestigious event for students to showcase all that they have learned in the Ag. Program.

Ag. Teachers Jordan Dajani, Taylor Myers, and Marlene Hepner will be the chaperones. They will leave West High May 6th at 8am in district vans; compete on May 7th then return to West High by 9pm that evening. Students and advisors will stay at the La Quinta San Luis Obispo, 1845 Monterey Street 805-439-4555. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging, registration and transportation costs will total approximately \$4,339.00, to be paid by West High ASB, CTE, and Perkins.

RECOMMENDATION: 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.

PREPARED BY: Ms. Annabelle Lee, West High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 1, 2022
SUBJECT: **Approve Service Agreement for BMX Freestylers at Williams Middle School on March 31, 2022**

BACKGROUND: With our students returning to campus for a full academic year we are looking to keep them engaged and motivated in this return to normal. The BMX Freestylers Dream Team will provide our student with not only an entertaining display of tricks and jumps, but also with a positive message for all students. The team will stress the importance of education and decision making. They will encourage students to be authentic, genuine, to work hard, to seek improvement, and to never settle. This presentation will tap into the interests of students and also leave them with a positive and powerful message.

RATIONALE: This aligns with Strategic Goal #2: Provide a safe and equitable learning environment (Including decreasing chronic absenteeism and reducing suspension rates).

FUNDING: Assemblies are budgeted on our site plan goal #2. The cost, not to exceed \$5,000, will be paid from Targeted Funds/LCAP.

RECOMMENDATION: Approve Service Agreement for BMX Freestylers at Williams Middle School on March 31, 2022.

Prepared by: Miguel Romo, Williams Middle School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 10, 2022
SUBJECT: **Approve Agreement for World of Wonders (W.O.W) to provide STEM In-House Field Study Trips for McKinley Elementary TK and Kindergarten Students**

BACKGROUND: McKinley Elementary School is part of the PreK-12 STEM Grant. We want to bring the World of Wonders Science Museum on Wheels to our school to have students engage in standards-based, hands-on science education for elementary students to enrich our STEM units and spark our students' curiosity about the world around them. During a WOW Field Study Trip, WOW educators will engage science experiences and design challenges for each grade level based on targeted Next Generation Science Standards.

RATIONALE: STEM field experiences and enrichment opportunities are no longer limited to traditional science experiments. STEM in-house field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. This aligns with Strategic Goal #1 (Prepare all student for college and careers that all students meet grade level standard with focus on closing the achievement gap).

FUNDING: The cost for this contracted service will not exceed \$500.00. This fee includes presentation and materials. McKinley Elementary School will pay the entire cost using Title I funds, goal 1a16, from our site to cover the fee.

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

Prepared by: Mrs. Shannon Bancroft, McKinley Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and World Of Wonders Science Museum, 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: In class presentation to offer hands-on, science based exhibits/programs and learn about energy, electricity, magnetism and optics to our students.

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 1 () [] HOURS [1] DAYS, under the terms of this agreement at the following location McKinley Elementary School.

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

- a. District shall pay \$454.60 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$454.60. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 7, 2022, and shall terminate on April 7, 2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Shannon Bancroft, at (209) 830-3319 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

01-3010-0-1110-1000-5800-280-3002

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 9, 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>
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BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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Baker, Jeffrey Science	MVMS	2/21/22	Deceased
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BACKGROUND:

CERTIFICATED RETIREMENTS

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

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
Hawkins, Lynn D.	THS	June 17, 2022

<u>BACKGROUND:</u>		<u>CLASSIFIED RETIREMENTS</u>	
<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cull, Elizabeth Clerk Typist I	KES	2/23/2022	Accepted a Clerk Typist I position w/more hours
Pemberton, Christine Special Ed Para Educator	CES	3/6/2022	Accepted a Para Educator Position
Sanchez, Antonio Utility Person III	MOT	3/2/2022	Accepted an Irrigation Specialist/Bus Driver/Custodian position
Sanchez Chavez, Norma Bilingual Para Educator	SWP	3/6/2022	Accepted a Bilingual Para Position w/more hours
Taylor, Janae Food Service Account Clerk	Food Service	2/21/2022	Accepted a Budget Technician Position
Torres, Trinidad Driver/Dispatcher	MOT	12/5/2021	Accepted a Driver Trainer/Dispatcher position

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

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 11, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

BACKGROUND:

CERTIFICATED

Sinquefield, Danielle

Kimball High School
English (Replacement)
"A" Class I, Step 1,
\$14,532.00
Fund: General

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Taylor, Janae

Budget Technician (Replacement)
Finance
8 hours per day
Range LMH13, Step B - \$31.09 per hour
Fund: General Fund

BACKGROUND:

Andersen, Julia

Chavez, Jose Jr.

Cull, Elizabeth

Dacasin, Maria Lourdes

Guzman, Gilbert Sr.

Pemberton, Christine

Sanchez, Antonio

Sanchez Chavez, Norma

CLASSIFIED

Para Educator (Replacement)
Villalovoz
3 hours per day
Range 24, Step A - \$16.35 per hour
Fund: IASA – Title I Bas Grants Low Inc

Utility Person II (Replacement)
Tracy High School
8 hours per day
Range 35, Step A - \$21.12 per hour
Fund: General Fund

Clerk Typist I (Replacement)
George Kelly
8 hours per day
Range 23, Step E - \$19.24 per hour
Fund: ELO Grant

Clerk Typist I (New)
South West Park
8 hours per day
Range 23, Step C - \$17.55 per hour
Fund: ELO Grant

Irrigation Specialist/Grounds Mechanic
(Replacement)
Tracy High School
8 hours per day
Range 36, Step E - \$26.05 per hour
Fund: Ongoing and Major Maintenance

Para Educator I (New)
Central School
8 hours per day
Range 24, Step E - \$19.67 per hour
Fund: ELO Grant

Irrigation Specialist/Bus Driver/Custodian
(Replacement)
8 hours per day
Range 38, Step E - \$27.32 per hour
Fund: Ongoing and Major Maintenance, Special Ed

Bilingual Para Educator (Replacement)
South West Park
5.5 hours per day
Range 24, Step E - \$19.67 per hour
Fund: Targeted EL

Slagle, Antoinette

Special Ed Para Educator (Replacement)
Freiler
6 hours per day
Range 24, Step B - \$17.11 per hour
Fund: Special Education

Torres, Trinidad

Driver Trainer/Dispatcher (Replacement)
Transportation
8 hours per day
Range 48, Step B - \$29.96 per hour
Fund: Home to School Transportation, Special Ed
Transportation

Zermano, Cristina

Para Educator I (New)
West High School
8 hours per day
Range 24, Step A - \$16.35 per hour
Fund: ELO Grant

BACKGROUND:

COACHES

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 9, 2022
SUBJECT: **Certify that Provisions of Section 5593 Regarding Coaches Have Been Met**

BACKGROUND: Section 5594 of Title 5, California Code of Regulations requires that by April 1 of each school year, all local governing boards shall certify to the State Board of Education that the provisions of Section 5593 have been met.

RATIONALE: All coaches currently employed by the Tracy Unified School District meet the qualifications of Section 5593.

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: None

RECOMMENDATION: Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

Prepared by: Evelyn Martinez, Personnel Technician

Name	Position	Season	Site	Sport	Level
Agapie, George	Coach	Nov-Mar	KHS	Soccer	Boys-Frosh/Soph
Aguilera, Michael	Coach	Nov-Mar	THS	Soccer	Boys-Varsity
Aguilera, Michael	Coach	Nov-Mar	THS	Soccer	Boys-Frosh/Soph
Albright, Ashley	Coach	Aug-Dec	KHS	Pep Squad	Asst. Advisor - Fall
Albright, Ashley	Coach	Nov-Mar	KHS	Pep Squad	Asst. Advisor - Winter
Alkire, Vic	Coach	Feb-June	THS	Baseball	Varsity-Head
Allen-Trombley, Jennifer	Coach	Aug-Dec	KHS	Cross Country	Asst. Coach
Anastasio, Jill	Coach	Aug-Dec	WHS	Volleyball	Soph
Anastasio, Jill	Coach	Aug-Dec	WHS	Volleyball	Varsity
Anastasio, Jill	Coach	Feb-June	KHS	Volleyball	Varsity- Boys
Anastasio, Jill	Coach	Aug-Dec	WHS	Volleyball	Soph
Anastasio, Steve	Coach	Feb-June	KHS	Volleyball	Soph- Boys
Anderson, Dustin	Coach	Aug-Dec	KHS	Football	Soph Head
Anderson, John	Coach	Aug-Dec	WHS	Tennis	Girls Varsity
Anderson, John	Coach	Feb-June	WHS	Tennis	Boys Varsity
Aptaker, Lee	Coach	Nov-Mar	WHS	Basketball	Varsity Girls
Bailey, Deonte	Coach	Nov-Mar	WHS	Basketball	Frosh Boys
Barreto, Mateo	Coach	Aug-Dec	KHS	Water Polo	Asst. Coach
Baumann, Frank	Coach	Aug-Dec	THS	Volleyball	Soph
Baumann, Frank	Coach	Feb-June	THS	Volleyball	Varsity-Boys
Behnam, Arash (Scott)	Coach	Nov-Mar	WHS	Soccer	Girls Varsity
Bell, Brandon	Coach	Aug-Dec	KHS	Football	Varsity Asst.
Bigler, Justin	Coach	Feb-June	KHS	Softball	Varsity Head
Blackwell, Jonathan	Coach	Nov-Mar	THS	Wrestling	Head Coach
Bowman, Amanda	Coach	Aug-Dec	THS	Water Polo	Asst. Coach
Bravo, Rogelio	Coach	Nov-Mar	WHS	Wrestling	Asst Coach
Burroughs, Rachel	Coach	Nov-Mar	THS	Basketball	Girls-Freshman
Burroughs, Rachel	Coach	Feb-June	THS	Softball	Sophomore
Burroughs, Rachel	Coach	Feb-June	THS	Softball	Frosh
Butler, Jessica	Coach	Aug-Dec	KHS	Pep Squad	Advisor - Fall
Butler, Jessica	Coach	Nov-Mar	KHS	Pep Squad	Advisor - Winter
Cherry, Kevin	Coach	Nov-Mar	KHS	Basketball	Girls-Soph
Coatney, Monique	Coach	Aug-Dec	KHS	Dance	Advisor - Fall
Coatney, Monique	Coach	Nov-Mar	KHS	Dance	Advisor - Winter
Corbett, Jonathan	Coach	Nov-Mar	WHS	Wrestling	Head Coach
Cueva, Genaro (Junior)	Coach	Nov-Mar	THS	Basketball	Varsity-Boys
Culbreth, Jonathan	Coach	Aug-Dec	KHS	Football	Frosh Head
DeHaro, Adam	Coach	Feb-June	THS	Baseball	Soph
Dequit, Tiffany	Coach	Feb-June	KHS	Tennis	Boys-Varsity
Diaz, Alex	Coach	Nov-Mar	KHS	Wrestling	Head Coach
Doerksen, Steve	Coach	Aug-Dec	KHS	Volleyball	Varsity
Dorado, Abel	Coach	Nov-Mar	WHS	Soccer	Boys Varsity
Dorado, Abel JR.	Coach	Nov-Mar	WHS	Soccer	Frosh/Soph Boys
Doran, Rebekah	Coach	Feb-June	THS	Swimming	Asst Swimming
Doran, Rebekah	Coach	Feb-June	THS	Swimming	Varsity Head

Durant, Tyler	Coach	Aug-Dec	WHS	Football	Frosh Asst
Eaton, Derek	Coach	Nov-Mar	THS	Basketball	Girls-Varsity
Ebojo, Catherine	Coach	Aug-Dec	THS	Volleyball	Varsity
Escobar, Zack	Coach	Aug-Dec	THS	Football	Asst. Varsity
Evans, Justin	Coach	Aug-Dec	THS	Football	Asst. Varsity
Farfan, David	Coach	Feb-June	WHS	Baseball	Varsity
Fielsch, Mischelle	Coach	Aug-Dec	THS	Tennis	Girls-Head Coach
Fielsch, Mischelle	Coach	Feb-June	THS	Tennis	Boys-Varsity
Gallardo, Roger	Coach	Feb-June	KHS	Baseball	Varsity
Garcia, Salvamar	Coach	Nov-Mar	WHS	Basketball	Soph Girls
Garibaldi, Alberto	Coach	Nov-Mar	KHS	Basketball	Boys-Varsity
Gibson, Jimmy	Coach	Aug-Dec	THS	Volleyball	Frosh
Gonzales, Jennifer	Coach	Feb-June	KHS	Swimming	Asst. Varsity
Graber, Gaye	Coach	Aug-Dec	WHS	Pep Squad	Asst. Advisor-Fall
Graber, Gaye	Coach	Nov-Mar	WHS	Pep Squad	Asst. Advisor-Winter
Grim, Latef	Coach	Aug-Dec	KHS	Football	Varsity Head
Guillen, Marcus	Coach	Aug-Dec	THS	Football	Frosh-Head
Guillen, Nelson	Coach	Aug-Dec	THS	Football	Asst. Soph
Hall, Steve	Coach	Aug-Dec	THS	Football	Asst. Soph
Hattley, Ronald	Coach	Nov-Mar	KHS	Soccer	Girls-Varsity
Hayley, Chris	Coach	Nov-Mar	KHS	Basketball	Boys-Frosh
Heinen, Casey	Coach	Aug-Dec	KHS	Water Polo	Head Coach Boys
Heinen, Casey	Coach	Aug-Dec	KHS	Water Polo	Head Coach Girls
Heinen, Casey	Coach	Feb-June	KHS	Swimming	Varsity Head
Hupman, Tida	Coach	Nov-Mar	WHS	Soccer	Frosh/Soph Girls
Jamero, Nicholas	Coach	Aug-Dec	WHS	Water Polo	Varsity Boys
Jamero, Nicholas	Coach	Feb-June	WHS	Swimming	Varsity Asst
Jeffery, Donald	Coach	Nov-Mar	WHS	Basketball	Frosh Girls
Johnson, Scott	Coach	Aug-Dec	WHS	Football	Varsity Asst
Johnson, Spencer	Coach	Aug-Dec	WHS	Football	Varsity Asst
Juarez, Henry "Chico"	Coach	Feb-June	KHS	Baseball	Frosh
Kalis, Phillip	Coach	Nov-Mar	THS	Soccer	Girls-Varsity
Keeney, Bryce	Coach	Feb-June	WHS	Volleyball	Boys JV
Keeney, Paulette	Coach	Feb-June	THS	Softball	Varsity
Labasan, Mission	Coach	Nov-Mar	THS	Basketball	Frosh-Boys
Larson, Amanda (Job Share)	Coach	Feb-June	THS	Track	Asst. Coach
Lassiter, Bryce	Coach	Nov-Mar	KHS	Soccer	Boys-Varsity
Lawrence, Joe	Coach	Aug-Dec	KHS	Tennis	Girls-Varsity
Lawrence, Joe	Athl. Dir.	21-22	KHS		Athletic Director
Leanos, Anthony	Coach	Nov-Mar	THS	Wrestling	Asst. Coach
Lewis, Jon	Coach	Aug-Dec	WHS	Water Polo	Asst Co-ed
Lieberg, Todd	Coach	Aug-Dec	THS	Water Polo	Girls-Head Coach
Lieberg, Todd	Coach	Feb-June	THS	Swimming	Asst Swimming
Lloyd, Gary	Coach	Nov-Mar	WHS	Basketball	Soph Boys
Lozano, Frank	Coach	Feb-June	WHS	Track	Asst Coach
Lundell, Megan	Coach	Aug-Dec	WHS	Dance	Advisor - Fall

Lundell, Megan	Coach	Aug-Dec	WHS	Pep Squad	Advisor-Fall
Lundell, Megan	Coach	Nov-Mar	WHS	Dance	Advisor - Winter
Lundell, Megan	Coach	Nov-Mar	WHS	Pep Squad	Advisor-Winter
Martin, Shelby	Coach	Aug-Dec	WHS	Volleyball	Frosh
Moore, Gary (Job-Share)	Coach	Feb-June	KHS	Golf	Boys-Varsity (Job-Share)
Moore, Kenneth	Coach	Aug-Dec	KHS	Football	Varsity Asst.
Morris, John	Coach	Aug-Dec	WHS	Cross Country	Head Coach
Morris, John	Coach	Feb-June	WHS	Softball	Varsity
Muhammad, Gary	Coach	Feb-June	WHS	Track	Asst Coach
Muniz, Theodore	Coach	Feb-June	THS	Baseball	Frosh
Nunn, Mike	Coach	Feb-June	KHS	Track	Asst. Coach
Ornellas, Kevin	Coach	Nov-Mar	THS	Basketball	Boys-Soph
Pajarillo, Zoey	Coach	Nov-Mar	KHS	Basketball	Girls-Frosh
Peltz, David	Coach	Feb-June	WHS	Baseball	Boys-Soph
Perez, Jaime	Coach	Aug-Dec	THS	Cross Country	Asst. Coach
Perry, Nathan	Coach	Nov-Mar	THS	Soccer	Girls-Frosh/Soph
Pombo, Richard	Coach	Feb-June	KHS	Baseball	Soph
Pribble, Jeffery	Coach	Aug-Dec	THS	Football	Varsity-Head
Pribble, Jeffery	Coach	Feb-June	THS	Track	Asst. Coach
Quintana, Michael	Coach	Aug-Dec	WHS	Tennis	Girls Varsity
Quintana, Michael	Coach	Aug-Dec	KHS	Tennis	Girls-Varsity
Ramos, Adrian	Coach	Aug-Dec	KHS	Football	Varsity Asst.
Ransom, KT	Coach	Aug-Dec	KHS	Football	Soph Asst.
Rebeiro, Robert	Coach	Aug-Dec	WHS	Football	Varsity Asst
Retuta, Rene	Coach	Nov-Mar	KHS	Wrestling	Head Coach
Retuta, Rene	Coach	Feb-June	KHS	Softball	Sophomore
Retuta, Rene	Coach	Nov-Mar	KHS	Basketball	Boys-Frosh
Rhinehart, Mackenzie	Coach	Aug-Dec	THS	Pep Squad	Asst. Advisor - Fall
Rhinehart, Mackenzie	Coach	Nov-Mar	THS	Pep Squad	Asst. Advisor - Winter
Rivera, Sean (Job-Share)	Coach	Feb-June	KHS	Golf	Boys-Varsity (Job-Share)
Romo, Tristan	Coach	Aug-Dec	WHS	Football	Frosh Head
Saenz, Kevin	Coach	Feb-June	WHS	Baseball	Sophomore
Sanchez, Julie	Coach	Aug-Dec	KHS	Volleyball	Frosh
Sanchez, Julie	Coach	Aug-Dec	KHS	Volleyball	Soph
Seierup, Erik	Coach	Nov-Mar	THS	Basketball	Girls-Sophomore
Shelton, Nathaniel	Coach	Aug-Dec	THS	Football	Soph-Head
Shelton, Nathaniel	Coach	Feb-June	THS	Track	Head Coach
Shrout, Matt	Athl. Dir.	21-22	THS		Athletic Dir
Shrout, Matt	Coach	Feb-June	THS	Swimming	Asst. Coach
Soares, Sheila	Coach	Aug-Dec	THS	Dance	Advisor - Fall
Soares, Sheila	Coach	Aug-Dec	THS	Pep Squad	Advisor - Fall
Soares, Sheila	Coach	Nov-Mar	THS	Dance	Advisor - Winter
Soares, Sheila	Coach	Nov-Mar	THS	Pep Squad	Advisor - Winter
Solano, Derek	Coach	Aug-Dec	THS	Golf	Girls-Varsity

Solano, Derek	Coach	Feb-June	THS	Golf	Boys-Varsity
Speer, Kevin	Coach	Aug-Dec	THS	Football	Asst. Varsity
Spikes, Charles	Coach	Aug-Dec	THS	Football	Asst. Frosh
Sundquist, Derek	Coach	Feb-June	WHS	Volleyball	Boys Varsity
Tailes, Armado	Coach	Feb-June	WHS	Baseball	Frosh
Tailes, Armando	Coach	Feb-June	WHS	Golf	Varsity Boys
Tailes, Armando	Coach	Aug-Dec	WHS	Golf	Varsity Girls
Thompson, Larry	Coach	Aug-Dec	KHS	Football	Soph Asst.
Tiffany, James	Coach	Aug-Dec	KHS	Golf	Varsity Girls'
Trew, Tahnee	Coach	Aug-Dec	THS	Water Polo	Boys-Head Coach
Trombley, Ben	Coach	Aug-Dec	KHS	Cross Country	Head Coach
Trombley, Ben	Coach	Feb-June	KHS	Track	Head Coach
Turpin, Michael	Coach	Nov-Mar	KHS	Basketball	Girls-Varsity
Uwaka, Erica	Coach	Aug-Dec	KHS	Volleyball	Soph- Girls
Vallotton, David	Coach	Feb-June	KHS	Track	Asst. Coach
Vega, Victor	Coach	Feb-June	KHS	Track	Asst. Coach
Villa, Abel	Coach	Feb-June	KHS	Track	Asst. Coach
Virges, Roderick	Coach	Aug-Dec	KHS	Football	Frosh Head
Von Stade, Scott	Coach	Nov-Mar	WHS	Basketball	Varsity Boys
Wall, Jacob	Coach	Nov-Mar	KHS	Soccer	Girls-Frosh/Soph
Waters, Cassidy	Coach	Feb-June	WHS	Swimming	Varsity Asst
Waters, Cassidy	Coach	Aug-Dec	WHS	Water Polo	Varsity Girls
Waters, Cassidy	Coach	Feb-June	WHS	Swimming	Varsity Head
Wayne, Bogart	Coach	Aug-Dec	KHS	Football	Frosh Asst.
Weagley, Melissa	Coach	Feb-June	THS	Track	Asst. Coach
Weagley, Melissa	Coach	Aug-Dec	THS	Cross Country	Varsity
Wells, John	Coach	Nov-Mar	KHS	Basketball	Boys-Soph
Wichman, Casey	Athl. Dir.	21-22	WHS		Athletic Dir
Wichman, Casey	Coach	Feb-June	WHS	Golf	Boys
Williams, Theodore	Coach	Aug-Dec	WHS	Cross Country	Asst Coach
Williams, Theodore	Coach	Feb-June	WHS	Track	Head Coach
Williams, Theodore (TJ)	Coach	Aug-Dec	WHS	Football	Frosh Asst
Yerian, Jake	Coach	Aug-Dec	THS	Football	Asst. Frosh
Zamzow, Ryan	Coach	Feb-June	KHS	Swimming	Asst. Varsity

Temporary Athletic Team Coach Certification

School Year 2021-2022

TO THE STATE BOARD OF EDUCATION:

Per Title 5, California Code of Regulation, Section 5594:

The governing board of each local school district shall certify to the State Board of Education that the provisions of Section 5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify that the school district has met the conditions set forth in Title 5, Section 5593.

District Name: **Tracy Unified School District**

Print Name:

Date Signed:

Signature of Person Signing for the District Board:

Mail signed forms to:

State Board of Education/California Department of Education
Attn: Temporary Athletic Team Coach Certificates
Standards Implementation Support Office
1430 N Street, Suite 4309
Sacramento, CA 95814



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: February 28, 2022
SUBJECT: **Consider Claim 603602**

BACKGROUND: On February 22, 2022, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on February 8, 2022.

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 603602.

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 11, 2022
SUBJECT: 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

BACKGROUND: In April of 2019, the TUSD Board approved Resolution No. 18-18, which granted authorization to pursue state funding for the Full-Day Kindergarten Facilities Grant Program (“FDKFGP”). Since the states program implementation, the guidelines have expanded to include full-day preschool and transitional kindergarten. The program is now known as the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program (“CAPTKFDKFGP”). Through the Assembly Bill 130 amended Section 173575 of the Education Code, the state appropriated \$490,000,000 from its General Fund. These funds are to be granted to school districts that lack sufficient facilities to provide full-day preschool, transitional kindergarten, and kindergarten programs. Additionally, the program gives preference to schools that are financially unable to contribute a portion, or all, of the local matching share ad to those districts in underserved communities as determined by the percentage of pupils eligible for free or reduced-price meals.

RATIONALE: Pursuant to the program statute changes, school districts may apply for funding to construct new classrooms or retrofit existing school facilities for the purposes of providing preschool, transitional kindergarten and full-day kindergarten instruction services meeting the requirements of the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program.

FUNDING: No funding implications.

RECOMMENDATION: 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.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #22-14**

**Authorizing Projects and Filing of Applications for Funding Under the California
Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant
Program**

WHEREAS, the Tracy Unified School District intends to offer or expand enrollment in a full-day preschool program and apply for expanded program service funding at all of the district's schools offering early education, as able and applicable, and;

WHEREAS, the Tracy Unified School District intends to offer, or expand enrollment in, a full-day transitional kindergarten program at all of the district's schools offering early education, as able and applicable, and;

WHEREAS, the Tracy Unified School District intends to offer, or expand enrollment in, a full-day kindergarten program at all of the district's schools offering early education, as able and applicable, and;

WHEREAS, the Tracy Unified School District is participating in the *California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program* and intends to apply for and receive funding from the State for new construction and/or retrofit of full-day preschool, transitional kindergarten, and/or kindergarten classrooms for any site, where eligible and able, and;

WHEREAS, the Tracy Unified School District now wishes to file an application for funding for these project(s) with the Office of Public School Construction for approval by the State Allocation Board to appropriate funding for the projects;

WHEREAS, the Tracy Unified School District has established a Restricted Routine Maintenance Account for exclusive purpose of providing ongoing and major maintenance of school buildings and has developed an ongoing and major maintenance plan that complies with and is implemented for this purpose; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District and Superintendent, hereby authorizes the District's Representative(s) to the Office of Public School Construction to file all required documents for funding under Chapter 3, Part 10.5, Division 1, commencing with Section 17375, et seq, of the Education Code.

PASSED AND ADOPTED, THIS 22nd DAY OF MARCH, 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 9, 2022
SUBJECT: **Approve Adoption of Instructional Materials**

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 compliance with Board Policy 6161.1, teachers analyzed, evaluated, and piloted IM using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME) as templates. The Curriculum Council is recommending these programs to the Board:

Course(s)	Publisher	Program/Title	Copyright
6-8 Science	Amplify	Amplify Science	2018
AP World History	Bedford, Freeman, and Worth	Ways of the World (since 1200 C.E.) with Sources	2020

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
- 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 \$1,300,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials.

Prepared by: Debra Schneider, Ph.D., Director of IMC.



EDUCATIONAL SERVICES

MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 10, 2022
SUBJECT: Approve the Expanded Learning Opportunity Program Plan (ELO/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 21st Century Community Learning Centers (21st 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 schools, and also the 21st 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. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal # 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 Allocation, which is projected to be approximately 2.5 million dollars for the next 3 years.

RECOMMENDATION: Approve the Expanded Learning Opportunity Program Plan (ELO/ELO-P).

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 11, 2022
SUBJECT: Acknowledge Receipt of California School Employee Association
Sunshine Proposal for the 2022-2023 School Year

BACKGROUND: For the 2022-2023 reopener agreement contract negotiations, CSEA is requesting to meet and negotiate the following articles:

- VIII Pay and Allowances
- IX Reimbursements
- X Fringe Benefits
- XXXIII Grievance Procedure

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of California School Employee Association Sunshine Proposal 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

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

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.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 16, 2022
SUBJECT: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2022-2023 School Year

BACKGROUND: For the 2022-2023 reopener agreement contract negotiations, TEA is requesting to meet and negotiate the following articles:

- VII – Duties
- XIII - Salaries (Compensation)
- XIV - Fringe Benefits
- XVII - Evaluations

FUNDING: N/A

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

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

To: Tammy Jalique

From: Miyoko Masuda

Date: 3/16/2022

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 VII - Duties

Article XVII - Evaluations



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 15, 2022
SUBJECT: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year, Pending Public Input

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: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year, Pending Public Input.

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



TO: Debra Ladwig, CSEA Labor Representative
Mike Caulfield, CSEA Chapter 98 President
Renee Riddle
Rocio Virgen-Casas
Pam Johnson
Tami Morris

FROM: Tammy Jalique, Associate Superintendent of Human Resources *TJ*

DATE: March 11, 2022

SUBJECT: TUSD to CSEA Chapter 98 Sunshine Proposal, 22-23 Negotiations

*"The future belongs
to the educated"*

Dr. Brian R. Stephens
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Dr. Rob Pecot
*Associate Superintendent
of Business Services*
(209) 830-3230
(209) 830-3259 Fax

Julianna Stocking
*Associate Superintendent
of Educational Services*
(209) 830-3202
(209) 830-3209 Fax

Tammy Jalique
*Associate Superintendent
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(209) 830-3264 Fax

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

*www.tracy.k12.ca.us
[Facebook.com/TracyUnifiedSD](https://www.facebook.com/TracyUnifiedSD)*

This memo serves as notification to CSEA of the District's proposed reopeners for 2022-2023 contract negotiations. In addition to the automatic reopeners of Article VIII, Pay and Allowances, and Article X, Fringe Benefits, the District proposes opening the following Article:

Article XXXII, Layoff and Reemployment to bring the article into alignment with legislative changes to the layoff process.

Please let me know if you have any questions.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 15, 2022
SUBJECT: 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

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: The District is requesting to open Article VI, Hours, to address concerns related to buy back day language and professional development opportunities. 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: 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.

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



TRACY
UNIFIED SCHOOL DISTRICT

*"The future belongs
to the educated"*

Dr. Brian R. Stephens
Superintendent
(209) 830-3201
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of Business Services*
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[Facebook.com/TracyUnifiedSD](https://www.facebook.com/TracyUnifiedSD)*

TO: Chris Munger, TEA President
Miyoko Masuda, TEA Vice President and Negotiations Chair

FROM: Tammy Jalique, Associate Superintendent of Human Resources

DATE: March 11, 2022

SUBJECT: TUSD to TEA Sunshine Proposal, 22-23 Negotiations

This memo serves as notification to TEA of the District's proposed reopeners for 2022-2023 contract negotiations. In addition to the automatic reopeners of Article XIII, Salaries (Compensation), and Article XIV, Fringe Benefits, the District proposes opening the following Articles:

Article VI, Hours, to address concerns related to buy back day language and professional development opportunities

Article VII, Duties, to address concerns related to student progress reporting

Please let me know if you have any questions.