

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**JANUARY 11, 2022**

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

**TUSD board meetings are held in person. Masks are required.**

**To View the live stream of this meeting, please follow this link: Board Meeting Live**

**TIME: 6:15 PM Closed Session**  
**7:00 PM Open Session**

**A G E N D A**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board:S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza<br>Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry  |                |
| <b>3.</b> | <b>Closed Session:</b> Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1 Finding of Facts:</b> 21/22#48, 21/22#49, 21/22#50, 21/22#51, 21/22#52, 21/22#53, 21/22#54, 21/22#55, 21/22#56, 21/22#57, 21/22#58<br><b>3.2.2 PE Exemptions:</b> THS#10347588<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.2.3 Early Graduation:</b> THS#10337289<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Consider Unpaid Leave of Absence for Classified Employee #UCL-410, Pursuant to Article XXIII<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.3.2</b> Consider Unpaid Leave of Absence for Classified Employee #UCL-411, Pursuant to Article XXIII<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.3.3</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion__ ; Second__ . <b>Vote:</b> Yes__ ; No__ ; Absent__ ; Abstain__<br><b>3.3.4</b> Conference with Labor Negotiator<br>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 on **Finding of Facts:** 21/22#48, 21/22#49, 21/22#50, 21/22#51,

**3.2.1** 21/22#52, 21/22#53, 21/22#54, 21/22#55, 21/22#56, 21/22#57, 21/22#58

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

**6b** Report Out of Action Taken on PE Exemptions: THS#10347588

**3.2.2**

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

**6c** Early Graduation: THS#10337289

**3.2.3**

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

**6d** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified

**3.3.1** Employee #UCL-410, Pursuant to Article XXIII

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

**6e** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified

**3.3.2** Employee #UCL-411, Pursuant to Article XXIII

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

**7. Approve Regular Minutes of December 14, 2021**

**1-7**

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

**8. Student Representative Reports: West High School FFA: Cadence DeCoite and Lily Banchemo; Tracy High School FFA: Paige Cordano and Audrianna Alegre.**

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

**9.1** McKinley Elementary School Presentation

**9.2** Poet Christian School Presentation

**10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.

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

**10.2 Educational Services:**

**10.2.1** Receive Report on COVID 19 Updates

**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:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.1.1</b> | Approve Accounts Payable Warrants (October and November 2021)<br>(Separate Cover Item)   | <b>8</b>     |
| <b>13.1.2</b> | Ratify Routine Agreements, Expenditures and Notice of Completions<br>Which Meet the Criteria for Placement on the Consent Agenda   | <b>9-10</b>  |
| <b>13.1.3</b> | Accept the Generous Donations from the Various Individuals,<br>Businesses, and School Site Parent Teacher Associations Listed Herein<br>with Thanks and Appreciation from the Staff and Students of the Tracy<br>Unified School District | <b>11-12</b> |
| <b>13.1.4</b> | Accept and Review the Status of School Connected<br>Organization/Booster Club Applications Submitted for the 2021/22<br>School Year  | <b>13-14</b> |
| <b>13.1.5</b> | Approve Payroll Reports (October and November 2021)  | <b>15-23</b> |
| <b>13.1.6</b> | Approve Revolving Cash Fund Reports (October and November 2021)  | <b>24-26</b> |
| <b>13.1.7</b> | Authorize Associate Superintendent of Business Services to Enter into<br>Agreement to Dispose of Damaged, Obsolete and Surplus Furniture,<br>Computers, and Equipment through Disposal Service   | <b>27-29</b> |

**13.2 Educational Services:**

- |               |  |              |
|---------------|--|--------------|
| <b>13.2.1</b> | Approve Agreement for On-Site Training for Art Freiler School Staff<br>and Hirsch Elementary School Staff for Kagan Cooperative Learning<br>Day 4 Workshop on January 28, 2022   | <b>30-33</b> |
| <b>13.2.2</b> | Approve Agreement for Contract Services between Mind Research<br>Institute and Wanda Hirsch Elementary School for the 2021 - 2022<br>School Year   | <b>34-39</b> |
| <b>13.2.3</b> | Approve Master Contract (MC) for Nonpublic Agency (NPA) Speech<br>Path Group (SPG) for Speech & Language Pathologists (SLP), Speech<br>& Language Pathologist Assistants (SLPA), Occupational Therapists<br>(OT), Special Education Teachers and an American Sign Language<br>(ASL) Interpreter for the 2021-2022 School Year<br>(Separate Cover Item) | <b>40</b>    |

**13.3 Human Resources:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.3.1</b> | Accept Resignations/Retirements/Leave of Absences for Classified,<br>Certificated, and/or Management Employment | <b>41-43</b> |
| <b>13.3.2</b> | Approve Classified, Certificated, and/or Management Employment  | <b>44-48</b> |

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

**14.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>14.1.1</b> | Adopt Revised Board Policy 3310 (Second Reading, Intent to Adopt) | <b>49-54</b> |
|---------------|---|--------------|
- Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

- 14.1.2** Ratify the Purchase of Zonar GPS and Student Scanning Software and Hardware for all TUSD School Buses **55-62**

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

**14.2 Educational Services:**

- 14.2.1** Acknowledge Revisions to Administrative Regulation 6174 Education for English Learners (Second Reading). **63**

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

**14.3 Human Resources:**

- 14.3.1** Approve Job Description and Salary for Secretary to the Tracy Independent Study Charter School **64-67**

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

- 14.3.2** Approve Revised Job Description for Director of Student Services and Curriculum **68-71**

**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** January 25, 2022
  - 17.2** February 8, 2022
  - 17.3** February 22, 2022
  - 17.4** March 8, 2022
  - 17/5** March 22, 2022
- 18. Upcoming Events:**
- 18.1** January 17, 2022 No School, MLK Day
  - 18.2** February 14, 2022 No School, Lincoln's Birthday
  - 18.3** February 21, 2022 No School, Presidents' Day
  - 18.4** March 4, 2022 No School, Board Design NWD
  - 18.5** April 15-22, 2022 No School, Spring Break
  - 18.6** May 27, 2022 Last Day of School
  - 18.7** 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, December 14, 2021**

- 6:00 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza  
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
6. **Administer Oath of Office:** No new members.
7. **Board Organization:**
- 7.1 Elect Officers:  
**Action: President:** Ameni Alexander. Erskine. Hoffert. **Vote:** Yes -7; No-0.  
**Action: Vice President:** Ana Blanco. Hoffert, Erskine. **Vote:** Yes-7; No-0.  
**Action: Clerk:** Nathalia Erskine. Erskine, Souza. **Vote:** Yes-7; No-0.
- 7.2 Appoint Representatives to the following committees:  
Budget; Charter Schools; City Schools Liaison; District Attendance Area;  
Facilities Advisory; Facility Use Policy Review; Special Ed; Tracy Learning Center/Ad Hoc Board Member; Tracy Parks  
**Action:** Keep committees same as last year. Abercrombie, Erskine.  
**Vote:** Yes-7; No-0.
- 7.3 Approve Board Meeting Calendar  
**Action:** Abercrombie, Blanco. **Vote:** Yes-6; No -1 (Hoffert)
- Trustee Hoffert left the meeting at 7:08 p.m.  
Trustee Hoffert returned to the meeting at 7:11 p.m.
- Closed Session:**
- 8a Action Taken on Findings of Fact: 21/22#39, 21/22#40, 21/22#41,  
3.2.1 21/22#42, 21/22#43, 21/22#44, 21/22#45, 21/22#46, 21/22#47  
**Action:** Abercrombie, Blanco. **Vote:** Yes-6; No-0; Absent-1(Hoffert)
- 8b Report Out of Action Taken on Reinstatements: AR#21-22/#10  
3.2.2  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Hoffert, Kaur)
- 8c Report Out of Action Taken on Early Graduation: KHS#10352837  
3.2.3  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Hoffert, Kaur)

- 8d The Board voted “5-yes” and “0-no” with 2 absent (Hoffert and Kaur)  
 3.3.1 to approve a settlement agreement with a certain certificated employee wherein the employee agreed to submit his irrevocable resignation from employment and the District agreed to provide certain compensation and benefits to the employee.  
**Action:** **Vote:** Yes-5; No-0; Absent-2(Hoffert, Kaur)  
 8e Report Out of Action Taken on Consider Paid Leave of Absence for  
 3.3.2 Classified Employee #UCL-408, Pursuant to Article XXIII  
**Action:** **Vote:** Denied. Yes-6; No-0; Absent-1(Hoffert) \_\_\_\_  
 8f Report Out of Action Taken on Consider Paid Leave of Absence for  
 3.3.3 Classified Employee #UCL-407, Pursuant to Article XXIII  
**Action:** **Vote:** Approved. Yes-6; No-0; Absent-1(Hoffert)  
 8g Report Out of Action Taken on Consider Unpaid Leave of Absence for  
 3.3.4 Classified Employee #UCL-409, Pursuant to Article XXIII  
**Action:** **Vote:** Approved. Yes-6; No-0; Absent-1(Hoffert)  
 8h Report Out of Action Taken on Consider Unpaid Leave of Absence for  
 3.3.5 Certificated Management Employee #UC-1269, Pursuant to Article XX  
**Action:** **Vote:** Approved. Yes-6; No-0; Absent-1(Hoffert)  
 8i Report Out of Action Taken on Consider Unpaid Leave of Absence for  
 3.3.6 Certificated Employee #UC-1267, Pursuant to Article XX  
**Action:** **Vote:** Approved. Yes-6; No-0; Absent-1(Hoffert)  
 8j Report Out of Action Taken on Consider Leave of Absence Requests  
 3.3.7 for Certificated Employee: #UC-1268. Pursuant to Article XX  
**Action:** **Vote:** Approved. Yes-6; No-0; Absent-1(Hoffert)

**Minutes:**

9. **Approve Special Minutes of November 9, 2021.**  
**Action:** Abercrombie, Erskine. **Vote:** Yes-5; No-0; Abstain-2(Hoffert, Souza)  
**Approve Regular Minutes of November 9, 2021.**  
**Action:** Abercrombie, Kaur. **Vote:** Yes-6; No-0; Abstain-1(Souza)

**Audience:**

J. Jimenez, R. Soto, S. Hawkins, A. Lee, Z. Boswell, S. Theil, M. Stagnaro, M. Bunch, J. Noll, B. Silver, M. Strelka, T. Quintana, C. Munger, M. Baumann, K. Noah, T. Hawes, N. Link, B. Brownne, A. Muzzi, L. Nelson, T. Calderon, T. Salinas, M. Petty, J. Carter, S. Strube, T. Mitchel, C. Domke, H., Nielsen, M. Pereira, A. Hutton, K. Noah, T. Mathis, T. Dichon, M. Abelar, M. Cordisco, L. Nunes, D. Arbogast, K. Felisberto, E. Quintana, L. Huerta, T. Shahhosseini

**Student Rep  
Reports:**

10. None.

**Recognition &  
Presentations:**

11.1 Recognize the Outstanding Employees of the Fall Term for the 2021-22 School Year

The Board recognized Andrew Hutton (9-12), Celeste Domke (6-8) and Heather Nielsen (K-5) as Outstanding Certificated Employees; Tricia Mathis (9-12) Kathleen Noah (6-8) Mary Pereira (K-5) as Outstanding Classified Employees and Tammie Hawes as the Outstanding Management Employee for the Fall Term of the 2021-2022 school year.

### **11.2 Recognition of Gloria Wells**

Associate Superintendent of Human Resources, Tammy Jalique, commented that Gloria Wells was unable to be here tonight as it is her birthday, and she is with her family. Dr. Michael Bunch, Director of Human Resources commented that he is privileged to recognize Gloria. He was eating a snack at his desk and inhaled to sneeze and ended up choking. He was coughing and Gloria asked if he was ok. Everyone in the department came to assist and Gloria ran into his office and hit him on the back and finally he was able to cough up the piece of food blocking his airway. Gloria is his hero.

### **Information & Discussion Items:**

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

**12.2 Educational Services:**

**12.2.1** Receive Report on COVID 19 Updates

Director of Curriculum and Accountability, Dr. Zachary Boswell presented a power point that showed the latest COVID numbers. San Joaquin County is slightly below the state average with 12.9 per 100,000 and the state is at 14.1 per 100,000. We are still testing for any employee or community member at no cost to employee or community. We will have 2 more vaccination clinics at Monte Vista on December 20, 2021 and January 10, 2022, both from 12:00 p.m. to 7:00 p.m. Anyone in the community 5 years of age and older are eligible. They will be distributing vaccines, including boosters. We recommend that you make an appointment as they typically run out of vaccines for walk ups. Central School is also scheduled to host vaccine clinics on February 7<sup>th</sup> and 28<sup>th</sup>.

### **Hearing of Delegations**

**13.** Tarek Dichon asked the board not to mandate vaccines for personal and religious reasons. There's a lot of long-term research that has not been done. He encouraged the board to have exemptions if it is mandated. He doesn't want students to have to leave their school.

Maryanne Abelar has 2 children, ages 7 and 4. She is here to speak out against mandatory COVID vaccines. She is not anti-vax and is happy we can protect the most vulnerable. She is not comfortable that we do not have enough data and that we cannot measure the long term affects. Schools have stayed open this entire year and we have kept the virus under control. She is also concerned for children with health issues and how it would affect them. She knows that the Board does not have the power to remove the mandate, but many parents are unaware of what is happening. Parents are standing together to make a difference.

Chris Munger, TEA president, is here to support and encourages the board to approve action item 16.1.2 which is the revised board policy. He feels this is very important to adopt. If we do not approve this, we will be out of compliance which will cause our district financial problems. This week, he collaborated with Dr. Pecot and Dean Reese on the STEM grant and implementation of it. He is excited to learn about it and appreciates the opportunity. It will be an important program to our district.

### **Public Hearing:**

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

**Consent Items:**

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

**Action:** Approved all consents, except items 15.3.2, 15.3.3, 15.3.4. Abercrombie, Kaur. **Vote:** Yes-7; No-0.

**Action:** Item 15.3.2. Abercrombie, Kaur. **Vote:** Yes-7; No-0.

**Action:** Item 15.3.3. Kaur, Erskine. **Vote:** Yes-6; No-1(Hoffert)

**Action:** Item 15.3.4. Abercrombie, Kaur. **Vote:** Yes- 6; No-1(Hoffert)

**15.1 Administrative & Business Services:**

- 15.1.1** Approve Entertainment, Assembly, Service, Business and Food Vendors

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

- 15.1.3** 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

- 15.1.4** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year

**15.2 Educational Services:**

- 15.2.1** Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, STEM Department to Provide Computer Science Trainings to TUSD Teachers and Staff for the 2021-2022 School Year

- 15.2.2** Approve Agreement for Contract Services between IXL Learning and George Kelly Elementary School to provide IXL Learning Site License in Reading and Math for the 2021-2022 School Year

- 15.2.3** Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers

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

- 15.2.5** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education, for the County to Provide Single Subject Physical Education Teachers Professional Learning on two of the District Early Release Monday's During the 2021-2022 School Year

- 15.2.6** Approve Agreement for Contract Services with ROYA Foundation and PLEXUSS virtual tutoring services for students experiencing housing insecurity and in the foster care system during the 2021-22 School Year

- 15.2.7** Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During the 2021-2022 School Year

- 15.2.8** Approve Overnight Travel for the West High Girl's Wrestling Team and Coaches to Attend the Napa Valley Girls Tournament in Napa, California, on January 6-8, 2022



**15.3 Human Resources:**

- 15.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 15.3.2** Approve Classified, Certificated and/or Management Employment
- 15.3.3** Approve a Variable Term Waiver for Administrative Services
- 15.3.4** Approve a 2-Year Experience Waiver for Preliminary Administrative Credential
- 15.3.5** Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College
- 15.3.6** Approve Student Teacher Fieldwork Agreement with CSU East Bay
- 15.3.7** Approve Teacher Internship Agreement with CSU East Bay

**Action Items:**

**16.1 Administrative & Business Services:**

- 16.1.1** Consider Claim 599902
- Action:** Reject claim. Abercrombie, Kaur. **Vote:** Yes-6; No-1(Hoffert)
- 16.1.2** Adopt Revised Board Policy 3310 (First Reading)

Principals, Dr. Michael Stagnaro and Mr. Jose Jimenez, spoke in support of this policy and the effects this will have on funding for Title I schools. Principals from Bohn, Central, Freiler, Jacobson, McKinley, North, Southwest Park, Williams, Villa, Monte Vista, West High and Stein High all stood in support of this policy.

**Action:** Abercrombie, Kaur **Vote:** Yes-7; No-0.

**16.1.3** Certify 2021-2022 Fiscal Year First Interim Report (Separate Cover Item)

Dr. Rob Pecot, Associate Superintendent of Business Services, presented a power point on the first interim report. He reviewed the deadlines. This is unusually fluid report. There are various funds coming in and there are changes in reporting. We show a deficit of \$8 million dollars which is very misleading because ESSER money has not come in yet. ESSER and ELOG money are restricted funds. The general fund is based on unrestricted. Historically, a \$3 million deficit has been a balanced budget, so you can be confident with those figures. When 2<sup>nd</sup> interim happens, it should look much different. Reserves are very healthy. Fund 17 in reserves is to cover 1 month's expenses in an emergency situation. Extra expenditures that may not have been budgeted for are teacher supplies, technology related to COVID, purchase of bus, etc. For the 2022-2023 school year, the STRS and PERS will continue to rise. There is a \$2.5 million increase in one year. Very significant to this budget is the reduction of LCFF revenue. We will have multiple years of declining enrollment. We are paid on previous year enrollment. Due to COVID and enrollment, our income will go down by about \$3 million dollars. The good news is that our declining enrollment has slowed down, which is better than we originally projected. TUSD is in good shape. We have been smart with our budget. The 2<sup>nd</sup> interim budget will be much clearer. The Governor's budget proposal will be in January.

Trustee Kaur left the meeting at 8:38 p.m.

Trustee Kaur returned to the meeting at 8:39 p.m.

**Action:** Abercrombie, Erskine. **Vote:** Yes-7; No-0.

**16.1.4** Adopt Resolution No. 21-09 to Excuse Meeting Absence of Board Member

**Action:** Abercrombie, Blanco. **Vote:** Yes-6; No-1; Abstain-1(Hoffert)

**16.1.5** Authorize and Approve Resolution No. 21-07 Energy Services Contract with FFP BTM Solar, LLC.

**Action:** Abercrombie, Kaur. **Vote:** Yes-7; No-0.

**16.2** Educational Services:

**16.2.1** Acknowledge Revisions to Administrative Regulation 6174 Education for English Learners (First Reading)

**Action:** Abercrombie, Erskine. **Vote:** Yes-7; No-0.

**16.2.2** Adopt Resolution No. 21-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2022-2023 School Year and to Authorize Designated Personnel to Sign Contract Documents

**Action** Souza, Erskine. **Vote:** Yes-7; No-0. \_\_

**16.2.3** Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years for Tracy Independent Study Charter School

**Action:** Abercrombie, Souza. **Vote:** Yes-7; No-0.

**16.2.4** Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years

**Action:** Erskine, Abercrombie. **Vote:** Yes-7; No-0. \_\_

**16.2.5** Approve Latino Literacy Project for K-5 and K-8 TUSD Schools

**Action:** Erskine, Abercrombie. **Vote:** Yes-7; No-0.

**16.3** **Human Resources:**

**16.3.1** Approve Job Description and Salary for STEM Learning Accelerator Coordinator

**Action:** Abercrombie, Erskine. **Vote:** Yes-6; No-1(Hoffert)

**16.3.2** Adopt Resolution No. 21-08 Authorizing Teachers to Teach Outside Their Credential Authorizations

**Action:** Abercrombie, Erskine. **Vote:** Yes-7; No-0.

**16.3.3** Approve Increase to Translator Hourly Rate of Pay

**Action:** Blanco, Abercrombie. **Vote:** Yes-7; No-0.

## **Board Reports:**

Trustee Souza congratulated Trustee Alexander on being president. He has never missed a meeting. She also congratulated the Employees of the Fall Term. She thanked West High School and Mr. Behnam for collaborating with Blue Crew and do inclusion activities. They reached out to special education students and asked them to join Blue Crew. Ms. Lee also helped out. The kids had an entire section designated to sit with our special ed kids. It was amazing and she hopes the other schools do that too. She thanked Mr. Strube who is in charge of the CTE programs. These programs teach students various skill sets. He invited board members to a county-wide meeting. She appreciated the invite and being a part of that. Trustee Kaur congratulation Trustee Alexander on his position. She wished

everyone a Merry Christmas and Happy Holidays. Trustee Blanco thanked everyone for coming and congratulated the employees that were recognized tonight. She thanked all employees at TUSD and hopes they enjoy their break and their traditions. Trustee Abercrombie thanked students and staff who stepped up and made outstanding donations for Brighter Christmas. There was a great outpour of support. On Friday, they will move the toys to Williams Middle School and will need assistance from 1:00 to 5:00. On Saturday they box food and then a week from today will bless 500 families with food and toys. Trustee Erskine thanked everyone. She views them as family. They may disagree but will come to a resolution. Their presence here means a lot to her. She wishes a Merry Christmas to those that celebrate it and enjoy family and friends. Trustee Hoffert thanked the outstanding employees of the fall term. They play a vital role in our district. He would like more than one meeting in the month of December because he doesn't feel there is enough time to review it thoroughly to make effective decisions. He also stated that we need to make safety a priority throughout this district. If students do not feel safe, their performance will not be as effective. We forgot our schools are not just learning but a work site for employees. Trustee Alexander thanked to all employees of the district. He appreciates all the services provided. He also thanked the board members that voted for me. His personal goal would be to open a dialog with teachers, unions, administrators, and superintendents. We are all in this together. When he came on board 3 years ago, he wanted to make our district the best in the county and state. We are open to reasonable ideas. He wished everyone happy holidays and to stay safe. The next meeting is January 11th. He wished the board Merry Christmas, Happy Kwanza, Happy Hanukah and anything you celebrate.

**Superintendent  
Report:**

Dr. Stephens attended the Kimball High School play, "Elf, the Musical". They do an amazing job. They will also have a spring production. He thanked everyone for a great first semester and wished everyone a Merry Christmas and Happy Holidays.

**Adjourn: 9:14 p.m.**

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Clerk

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Date



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** December 17, 2021  
**SUBJECT:** Approve Accounts Payable Warrants (October and November 2021)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (October and November 2021).

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** November 23, 2021  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions  
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

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

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

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

**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
JANUARY 11, 2022  
SUMMARY OF SERVICES**

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A. Vendor: San Joaquin County Office of Education  
Sites: Freiler Elementary School  
Item: Agreement  
Services: The 2021-2022 San Joaquin Outdoor Education Program (Science Camp) includes 3 days/2 nights of lodging, meals, program supplies, and trained naturalists.  
Cost: \$210.00 per student  
Project Funding: School Fundraising

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B. Vendor: ZipRecruiter  
Sites: Tracy Unified School District  
Item: Service Agreement  
Services: ZipRecruiter will allow the use of their IT platform for TUSD to post up to 50 job vacancies per month.  
Cost: \$5,455.00 per month, not to exceed \$32,730.00  
Project Funding: General Fund

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## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** December 10, 2021  
**SUBJECT:** **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Blackbaud Giving by its agent, Your Cause, for the amount of \$504.00 (ck. #1110204426). This donation will go towards the purchase of school supplies that will benefit the staff and students of Freiler School.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High School Music Boosters, music program equipment including ergonomic chairs, Sennheiser Dynamic vocal microphone and cables, drum, timpani and Prodigy mallets, triangle beaters, a music stand, a speaker, and other items, at a total combined value of \$2,222.27.
2. Tracy Unified School District/Kimball High School: From Lawrence Livermore National Security for the amount of \$11,500.00 (ck. #924087). This donation was made to T.U.S.D. through the Lawrence Livermore National Security Community Gift Program 2021. The funds will be used to enhance and support the Medical and Health Sciences Academy.
3. Tracy Unified School District/Kimball High School: From Mark and Sharon Francisco for the amount of \$750.00 (credit transaction). This donation will be used towards new uniforms for Kimball High School's girls soccer teams.

4. Tracy Unified School District/Kimball High School: From Ronald Hattley for the amount of \$500.00 (credit transaction). This donation will be used towards new uniforms for Kimball High School's girls soccer teams.
5. Tracy Unified School District/Kimball High School: From Karen Francisco for the amount of \$500.00 (credit transaction). This donation will be used towards new uniforms for Kimball High School's girls soccer teams.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$500.00 (ck. #1510). This donation will benefit Tracy High School's auto shop program.
2. Tracy Unified School District/Tracy High School: From Tracy Future Farmers of America Foundation Inc. for the amount of \$3,000.00 (ck. #1691). This donation will benefit Tracy High School's 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:** December 14, 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 12/14/21



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** December 17, 2021  
**SUBJECT:** Approve Payroll Reports (October and November 2021)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Reports (October and November 2021).

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

Pay Date 10/08/2021

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	409,382.59	Teachers' Salaries
		1200	677.97	Cert Pupil Support Salaries
		1300	978.20	
		1900	8,740.88	Other Certificated Salaries
		2100	22,974.61	Instructional Aides' Salaries
		2200	136,777.06	Classified Support Salaries
		2300	0.00	
		2400	23,927.34	Clerical & Office Salaries
		2900	8,335.57	Other Classified Salaries
		Total Labor	611,794.22	
Fund	01	SACS Object	Amount	
		3101	52,652.58	STRS On 1000 Salaries
		3102	2.00	STRS On 2000 Salaries
		3201	297.83	PERS On 1000 Salaries
		3202	7,972.56	PERS On 2000 Salaries
		3301	7,900.17	
		3302	13,051.57	
		3501	2,098.98	State Unemploy On 1000 Salary
		3502	960.06	State Unemploy On 2000 Salary
		3601	7,189.96	Worker'S Comp Ins On 1000 Sal
		3602	3,288.87	Worker'S Comp Ins On 2000 Sal
		Total Contributions	95,414.58	
Fund	09	SACS Object	Amount	
		1100	1,481.40	Teachers' Salaries
		2400	2,062.39	Clerical & Office Salaries
		Total Labor	3,543.79	
Fund	09	SACS Object	Amount	
		3101	250.66	STRS On 1000 Salaries
		3301	21.48	
		3302	92.56	
		3501	7.40	State Unemploy On 1000 Salary
		3502	10.31	State Unemploy On 2000 Salary
		3601	25.37	Worker'S Comp Ins On 1000 Sal
		3602	35.32	Worker'S Comp Ins On 2000 Sal
		Total Contributions	443.10	
Fund	11	SACS Object	Amount	
		1100	18,806.57	Teachers' Salaries
		1200	677.97	Cert Pupil Support Salaries
		2100	1,495.90	Instructional Aides' Salaries
		2400	1,395.07	Clerical & Office Salaries
		Total Labor	22,375.51	
Fund	11	SACS Object	Amount	
		3101	2,462.60	STRS On 1000 Salaries
		3202	388.69	PERS On 2000 Salaries
		3301	282.52	
		3302	221.12	
		3501	97.42	State Unemploy On 1000 Salary
		3502	14.44	State Unemploy On 2000 Salary
		3601	333.72	Worker'S Comp Ins On 1000 Sal
		3602	49.51	Worker'S Comp Ins On 2000 Sal
		Total Contributions	3,850.02	

<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	1100	117.60	Teachers' Salaries
	2100	2,169.58	Instructional Aides' Salaries
	2400	11.00	Clerical & Office Salaries
	<b>Total Labor</b>	<b>2,298.18</b>	

<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	3202	11.79	PERS On 2000 Salaries
	3301	4.18	
	3302	98.39	
	3501	0.59	State Unemploy On 1000 Salary
	3502	10.90	State Unemploy On 2000 Salary
	3601	2.01	Worker'S Comp Ins On 1000 Sal
	3602	37.36	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>165.22</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	2200	28,204.04	Classified Support Salaries
	2300	5.50	
	<b>Total Labor</b>	<b>28,209.54</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	3202	2,318.39	PERS On 2000 Salaries
	3302	1,564.92	
	3502	141.07	State Unemploy On 2000 Salary
	3602	483.18	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>4,507.56</b>	

ESCAPE ONLINE

Pay Date 10/29/2021

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,016,850.65	Teachers' Salaries
	1200	497,874.62	Cert Pupil Support Salaries
	1300	541,450.86	Cert Suprvsrs' & Admins' Sal
	1900	148,074.77	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	404,117.65	Instructional Aides' Salaries
	2200	833,928.30	Classified Support Salaries
	2300	207,693.49	Class Suprvsrs' & Admins' Sal
	2400	484,041.56	Clerical & Office Salaries
	2900	42,653.67	Other Classified Salaries
	<b>Total Labor</b>	<b>8,176,685.57</b>	
Fund 01	SACS Object	Amount	
	3101	1,025,782.85	STRS On 1000 Salaries
	3102	8,980.13	STRS On 2000 Salaries
	3201	32,724.07	PERS On 1000 Salaries
	3202	424,924.68	PERS On 2000 Salaries
	3301	91,350.25	
	3302	139,486.02	
	3401	624,572.21	
	3402	272,382.84	
	3501	31,021.21	State Unemploy On 1000 Salary
	3502	9,847.95	State Unemploy On 2000 Salary
	3601	106,266.01	Worker'S Comp Ins On 1000 Sal
	3602	33,784.01	Worker'S Comp Ins On 2000 Sal
	3701	84,197.83	
	3702	35,599.17	
	<b>Total Contributions</b>	<b>2,920,919.23</b>	
Fund 09	SACS Object	Amount	
	1100	62,043.35	Teachers' Salaries
	1200	924.46	Cert Pupil Support Salaries
	1300	4,222.63	Cert Suprvsrs' & Admins' Sal
	2400	1,546.86	Clerical & Office Salaries
	<b>Total Labor</b>	<b>68,737.30</b>	
Fund 09	SACS Object	Amount	
	3101	10,674.56	STRS On 1000 Salaries
	3201	939.82	PERS On 1000 Salaries
	3202	354.39	PERS On 2000 Salaries
	3301	1,176.28	
	3302	118.34	
	3401	6,378.43	
	3402	18.25	
	3501	335.95	State Unemploy On 1000 Salary
	3502	7.73	State Unemploy On 2000 Salary
	3601	1,150.83	Worker'S Comp Ins On 1000 Sal
	3602	26.49	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>21,181.07</b>	

Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	1100	11,599.20	Teachers' Salaries
	1200	8,679.59	Cert Pupil Support Salaries
	1300	11,520.83	Cert Suprvrs' & Admins' Sal
	2100	5,307.42	Instructional Aides' Salaries
	2400	9,061.94	Clerical & Office Salaries
	<b>Total Labor</b>	<b>46,168.98</b>	
Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	3101	5,380.50	STRS On 1000 Salaries
	3202	3,292.03	PERS On 2000 Salaries
	3301	429.62	
	3302	1,043.57	
	3401	2,139.66	
	3402	2,458.32	
	3501	158.99	State Unemploy On 1000 Salary
	3502	71.84	State Unemploy On 2000 Salary
	3601	544.67	Worker'S Comp Ins On 1000 Sal
	3602	246.12	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>15,765.32</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	2,214.79	Cert Suprvrs' & Admins' Sal
	2100	11,770.24	Instructional Aides' Salaries
	2300	1,884.26	Class Suprvrs' & Admins' Sal
	2400	4,297.88	Clerical & Office Salaries
	<b>Total Labor</b>	<b>20,167.17</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	374.74	STRS On 1000 Salaries
	3102	430.58	STRS On 2000 Salaries
	3202	2,720.90	PERS On 2000 Salaries
	3301	28.96	
	3302	1,041.79	
	3401	196.08	
	3402	1,473.73	
	3501	11.07	State Unemploy On 1000 Salary
	3502	89.74	State Unemploy On 2000 Salary
	3601	37.93	Worker'S Comp Ins On 1000 Sal
	3602	307.48	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>6,713.00</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	123,053.74	Classified Support Salaries
	2300	37,643.44	Class Suprvrs' & Admins' Sal
	2400	17,481.64	Clerical & Office Salaries
	<b>Total Labor</b>	<b>178,178.82</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	35,916.40	PERS On 2000 Salaries
	3302	12,533.41	
	3402	16,105.64	
	3502	890.94	State Unemploy On 2000 Salary
	3602	3,051.80	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>68,498.19</b>	

Pay Date 11/10/2021

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	488,924.25	Teachers' Salaries
		1200	753.30	Cert Pupil Support Salaries
		1300	192.16	
		1900	3,830.70	Other Certificated Salaries
		1999	0.00	1000 Salary Payroll Errors
		2100	23,606.19	Instructional Aides' Salaries
		2200	146,945.73	Classified Support Salaries
		2300	0.00	
		2400	21,478.78	Clerical & Office Salaries
		2900	8,573.71	Other Classified Salaries
		<b>Total Labor</b>	<b>694,304.82</b>	
Fund	01	SACS Object	Amount	
		3101	60,830.45	STRS On 1000 Salaries
		3102	8.13	STRS On 2000 Salaries
		3201	588.79	PERS On 1000 Salaries
		3202	6,995.87	PERS On 2000 Salaries
		3301	9,523.32	
		3302	13,640.72	
		3501	2,468.65	State Unemploy On 1000 Salary
		3502	1,003.02	State Unemploy On 2000 Salary
		3601	8,456.20	Worker'S Comp Ins On 1000 Sal
		3602	3,436.02	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>106,951.17</b>	
Fund	09	SACS Object	Amount	
		2400	2,205.27	Clerical & Office Salaries
		<b>Total Labor</b>	<b>2,205.27</b>	
Fund	09	SACS Object	Amount	
		3302	108.80	
		3502	11.03	State Unemploy On 2000 Salary
		3602	37.78	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>157.61</b>	
Fund	11	SACS Object	Amount	
		1100	18,463.94	Teachers' Salaries
		1200	753.30	Cert Pupil Support Salaries
		2100	870.97	Instructional Aides' Salaries
		2400	429.18	Clerical & Office Salaries
		<b>Total Labor</b>	<b>20,517.39</b>	
Fund	11	SACS Object	Amount	
		3101	2,463.73	STRS On 1000 Salaries
		3202	199.54	PERS On 2000 Salaries
		3301	278.66	
		3302	99.47	
		3501	96.07	State Unemploy On 1000 Salary
		3502	6.51	State Unemploy On 2000 Salary
		3601	329.15	Worker'S Comp Ins On 1000 Sal
		3602	22.27	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>3,495.40</b>	



Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1100	429.10	Teachers' Salaries
	2100	2,781.64	Instructional Aides' Salaries
	<b>Total Labor</b>	<b>3,210.74</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	47.14	STRS On 1000 Salaries
	3202	54.00	PERS On 2000 Salaries
	3301	9.38	
	3302	106.89	
	3501	2.14	State Unemploy On 1000 Salary
	3502	13.90	State Unemploy On 2000 Salary
	3601	7.36	Worker'S Comp Ins On 1000 Sal
	3602	47.65	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>288.46</b>	

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	25,825.42	Classified Support Salaries
	2300	0.00	
	<b>Total Labor</b>	<b>25,825.42</b>	

Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	1,109.10	PERS On 2000 Salaries
	3302	1,383.15	
	3502	129.16	State Unemploy On 2000 Salary
	3602	442.36	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>3,063.77</b>	

ESCAPE ONLINE

Pay Date 11/30/2021

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,997,946.86	Teachers' Salaries
		1200	498,265.99	Cert Pupil Support Salaries
		1300	555,185.37	Cert Suprvsrs' & Admins' Sal
		1900	111,779.93	Other Certificated Salaries
		2100	412,983.04	Instructional Aides' Salaries
		2200	827,820.41	Classified Support Salaries
		2300	207,093.49	Class Suprvsrs' & Admins' Sal
		2400	489,650.64	Clerical & Office Salaries
		2900	41,452.62	Other Classified Salaries
		<b>Total Labor</b>	<b>8,142,178.35</b>	
Fund	01	SACS Object	Amount	
		3101	1,019,478.27	STRS On 1000 Salaries
		3102	8,980.13	STRS On 2000 Salaries
		3201	32,215.46	PERS On 1000 Salaries
		3202	423,333.24	PERS On 2000 Salaries
		3301	90,678.32	
		3302	139,380.55	
		3401	626,488.24	
		3402	278,370.84	
		3501	30,815.83	State Unemploy On 1000 Salary
		3502	9,883.76	State Unemploy On 2000 Salary
		3601	105,562.48	Worker'S Comp Ins On 1000 Sal
		3602	33,896.51	Worker'S Comp Ins On 2000 Sal
		3701	84,197.83	
		3702	34,075.89	
		<b>Total Contributions</b>	<b>2,917,357.35</b>	
Fund	09	SACS Object	Amount	
		1100	65,419.71	Teachers' Salaries
		1200	924.46	Cert Pupil Support Salaries
		1300	4,222.63	Cert Suprvsrs' & Admins' Sal
		2400	2,077.49	Clerical & Office Salaries
		<b>Total Labor</b>	<b>72,644.29</b>	
Fund	09	SACS Object	Amount	
		3101	11,939.94	STRS On 1000 Salaries
		3202	475.95	PERS On 2000 Salaries
		3301	952.53	
		3302	158.92	
		3401	6,373.32	
		3402	24.51	
		3501	352.83	State Unemploy On 1000 Salary
		3502	10.39	State Unemploy On 2000 Salary
		3601	1,208.66	Worker'S Comp Ins On 1000 Sal
		3602	35.58	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>21,532.63</b>	

Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	1100	11,599.20	Teachers' Salaries
	1200	8,679.59	Cert Pupil Support Salaries
	1300	11,520.83	Cert Suprvrs' & Admins' Sal
	2100	5,120.70	Instructional Aides' Salaries
	2400	9,061.94	Clerical & Office Salaries
	<b>Total Labor</b>	<b>45,982.26</b>	
Fund 11	<b>SACS Object</b>	<b>Amount</b>	
	3101	5,380.50	STRS On 1000 Salaries
	3202	3,249.25	PERS On 2000 Salaries
	3301	429.62	
	3302	1,029.28	
	3401	2,139.66	
	3402	2,456.12	
	3501	158.99	State Unemploy On 1000 Salary
	3502	70.91	State Unemploy On 2000 Salary
	3601	544.67	Worker'S Comp Ins On 1000 Sal
	3602	242.92	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>15,701.92</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	1300	2,214.79	Cert Suprvrs' & Admins' Sal
	2100	13,094.15	Instructional Aides' Salaries
	2300	1,884.26	Class Suprvrs' & Admins' Sal
	2400	4,297.88	Clerical & Office Salaries
	<b>Total Labor</b>	<b>21,491.08</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3101	374.74	STRS On 1000 Salaries
	3102	430.58	STRS On 2000 Salaries
	3202	2,720.90	PERS On 2000 Salaries
	3301	28.96	
	3302	1,099.45	
	3401	196.08	
	3402	1,473.75	
	3501	11.07	State Unemploy On 1000 Salary
	3502	96.36	State Unemploy On 2000 Salary
	3601	37.93	Worker'S Comp Ins On 1000 Sal
	3602	330.16	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>6,799.98</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	122,987.38	Classified Support Salaries
	2300	37,643.44	Class Suprvrs' & Admins' Sal
	2400	17,481.64	Clerical & Office Salaries
	<b>Total Labor</b>	<b>178,112.46</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	33,078.39	PERS On 2000 Salaries
	3302	12,398.03	
	3402	16,108.21	
	3502	890.63	State Unemploy On 2000 Salary
	3602	3,050.65	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>65,525.91</b>	



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** December 17, 2021  
**SUBJECT:** Approve Revolving Cash Fund Reports (October and November 2021)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (October and November 2021).

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

11/01/21

**TUSD**  
**REVOLVING CASH FUND**  
October 2021

Date	Num	Name	Memo	Paid Amount
10/21/2021	9758	TOGO'S	01-0000-0-1110-1000-4300-490-2323	
TOTAL				0.00
10/06/2021	9754	ANNA ORSON	10/8/2021 Supplemental Payroll	
			01-0000-0-1110-2490-2900-283-8999	-696.11
			01-0000-0-0000-7410-2900-806-8102	-68.85
TOTAL				-764.96
10/13/2021	9755	CADA	Membership ID 27234 Invoice #127321 & 127...	
			Membership ID 27234 Invoice 127321	-425.00
			Conference registration for Cameron Chitwood ...	-55.00
TOTAL				-480.00
10/13/2021	9756	BRIAN MACDONALD	Incorrect rate on 10/8/2021 paycheck	
			13-5310-0-0000-3700-2205-806-9802	-727.85
TOTAL				-727.85
10/14/2021	9757	National Science Teaching Assoc...	Ryan Wasurick NSTA member #2473061 Port...	
			01-0000-0-1110-2700-5200-600-6102	-245.00
TOTAL				-245.00
10/21/2021	9758	TOGO'S	VOID: REQ22-01560 WMS Parent Teacher Co...	
TOTAL				0.00
10/21/2021	9759	TOGO'S	REQ22-01560 WMS Parent Teacher Conferen...	
			01-0000-0-1110-1000-4300-490-2323	-518.50
TOTAL				-518.50

12/01/21

**TUSD**  
**REVOLVING CASH FUND**  
November 2021

Date	Num	Name	Memo	Paid Amount
11/10/2021	9760	GABRIELA CORTES	Late timesheet - 11/10/2021 PR	
			01-6500-0-5770-1110-2100-133-2542	-483.03
TOTAL				-483.03
11/10/2021	9761	RABIA LATIEF	Late Timesheet - 11/10/2021 PR	
			01-0710-0-1110-1000-2100-133-3002	-739.18
TOTAL				-739.18
11/10/2021	9762	ISA NELSON	Late Timesheets - 11/10/2021 PR	
			01-0000-0-1110-2700-2405-130-3002	-383.21
TOTAL				-383.21
11/10/2021	9763	MELISSA IBANEZ	Late Timesheet - 11/10/2021 PR	
			01-6500-0-5770-1110-2100-133-2542	-105.60
			01-0709-0-1110-1000-2105-130-3002	-45.25
TOTAL				-150.85
11/10/2021	9764	SUDHA KUMAR	Late Timesheet- 11/10/2021 PR	
			01-0000-0-1110-2490-2905-130-3002	-24.81
TOTAL				-24.81
11/10/2021	9765	HELEN ZILLER	Late Timesheet - 11/10/2021 PR	
			01-6500-0-5770-1110-2105-806-2542	-153.34
TOTAL				-153.34
11/10/2021	9766	SALLY ZAVALA	Late Timesheet - 11/10/2021 PR	
			01-6500-0-5770-2490-2207-806-2542	-64.95
TOTAL				-64.95
11/10/2021	9767	MYNA BONILLA	Late Time sheet - 11/10/2021 PR	
			01-6500-0-5770-2490-2207-806-2542	-48.75
TOTAL				-48.75
11/10/2021	9768	KAREN CROCKETT	Late Timesheet - 11/10/2021 PR	
			01-6500-0-5770-1110-1107-806-2542	-294.65
TOTAL				-294.65



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** December 16, 2021  
**SUBJECT:** Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service

**BACKGROUND:** District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations." (BP 3270)

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

- a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of School Business Support Services & Purchasing has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All vendors are required to provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus.

**RATIONALE:** "Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee." (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety through certification.

**FUNDING:** There is a no cost to the district to contract with vendor to remove all e-waste.

**RECOMMENDATION:** Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service.

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



E-WASTE INVENTORY January, 2022

ITEM	ESTIMATED QUANTITY
Monitors	229
Computers	714
Printers	6
TV's	12
Projectors	21
Keyboards & Mouses	134
Document Cameras	4



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** December 9, 2021  
**SUBJECT:** Approve Agreement for On-Site Training for Art Freiler School Staff and Hirsch Elementary School Staff for Kagan Cooperative Learning Day 4 Workshop on January 28, 2022

**BACKGROUND:** The Kagan Cooperative Learning, Kagan Structures for Engagement and Achievement, one-day workshop provides teachers with the tools to create full student engagement with Kagan Structures – simple yet powerful cooperative learning instructional strategies. Classrooms that implement Kagan structures have fewer discipline problems. Because the structures are so cooperative and interactive, they work wonders for students' social skills and language development. This on-site workshop will be held at Art Freiler School.

**RATIONALE:** This Agenda item supports 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:** Total cost for the one-day workshop not to exceed \$6,000 for Art Freiler staff members. Funding will be provided by Title I funds. Staff members from Hirsch Elementary to also attend this event at the per participant rate using Hirsch MAA funds not to exceed \$3,000. Per Kagan Publishing, Hirsch will be billed via invoice after the event.

**RECOMMENDATION:** Approve Agreement for On-Site Training for Art Freiler School Staff and Hirsch Elementary School Staff for Kagan Cooperative Learning Day 4 Workshop on January 28, 2022.

**Prepared by:** Mr. Stephen Theall, Principal, Art Freiler School.

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Kagan Professional Development, 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: On-site training for staff members of Art Freiler School and Hirsch Elementary School for Kagan Cooperative Learning Day 4 workshop on January 28, 2022.

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

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

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

- a. District shall pay \$ 9,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 9,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [X] SHALL [ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 750 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 January 28, 2022, and shall terminate on January 28, 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, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** December 8, 2021  
**SUBJECT:** Approve Agreement for Contract Services between Mind Research Institute and Wanda Hirsch Elementary School for the 2021 - 2022 School Year.

**BACKGROUND:** Wanda Hirsch Elementary has a need for continued intervention in math. Staff members have used this intervention in previous years. ST Math is a visual instruction program which begins by teaching the foundational concepts visually, followed by connecting the ideas to symbols, academic vocabulary and high-level academic discussion. Students work from their individual point of entry at their own pace. They receive animated formative feedback.

**RATIONALE:** School wide assessment data, FastBridge assessments, and teacher feedback, including feedback for our site leadership team has indicated the need to provide tier 2 and 3 supports for students to accelerate student learning by targeting the specific gaps students have from distance learning during the 2020/2021 school year. ST Math provides teachers with progress reports and detailed student information that provides insights into areas of struggle, providing up-to-the-minute information to inform instruction between the FastBridge assessments.

**FUNDING:** The cost, not to exceed \$12,000, will be paid from Wanda Hirsch's ELOG allocation.

**RECOMMENDATION:** Approve Agreement for Contract Services between Mind Research Institute and Wanda Hirsch Elementary School for the 2021 - 2022 School Year.

**Prepared by:** Gillian Bradley, Wanda Hirsch Elementary School, Principal.



**MIND**  
RESEARCH INSTITUTE

5281 California Avenue, Suite 300  
Irvine CA 92617  
949-345-8700  
866-569-7014  
[www.mindresearch.org](http://www.mindresearch.org)

Created Date 11/30/2021  
Quote Number 00007987  
Expiration Date 2/28/2022  
Opportunity Owner Victor Rudd  
Partnership Manager Victor Rudd  
Partnership Manager Email [vrudd@mindresearch.org](mailto:vrudd@mindresearch.org)  
Renewal Rep Mary Jane Smith  
Renewal Rep Email [mjsmith@mindresearch.org](mailto:mjsmith@mindresearch.org)

Bill To Name WANDA HIRSCH ELEMENTARY SCHOOL  
Bill To WANDA HIRSCH ELEMENTARY SCHOOL  
  
1280 DOVE DR  
TRACY, CA 95376-8362  
United States

Ship To Name WANDA HIRSCH ELEMENTARY SCHOOL  
Ship To WANDA HIRSCH ELEMENTARY SCHOOL  
  
1280 DOVE DR  
TRACY, CA 95376-8362  
United States

Product	Quantity	Detail Description	Total Price
New ST Math Site Subscription (251+ Students)	1.00	<p>New ST Math Site Subscription License for School with 251+ Students Enrolled</p> <ul style="list-style-type: none"> <li>- Annual ST Math Software license for all students, teachers, and administrators</li> <li>- Two (2) Professional Learning Offerings</li> <li>- ST Math Implementation Support</li> <li>- Access to ST Math Academy on-demand professional learning modules</li> <li>- Embedded program help and tutorials</li> <li>- Ongoing Minor Software Updates</li> <li>- Technical Support Via Email and/or Phone</li> </ul>	USD 12,000.00

Subtotal USD 12,000.00

Grand Total USD 12,000.00

Prepared By Victor Rudd  
Email [vrudd@mindresearch.org](mailto:vrudd@mindresearch.org)

Please submit purchase orders:  
By email: [purchaseorders@mindresearch.org](mailto:purchaseorders@mindresearch.org)  
By Fax: 1-866-569-7014  
You can view our technical requirements [here](#).  
Thank you for being an ST Math partner!

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# 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 Mind Research Institute, 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:  
ST Math Site Subscription License for school site with 251+ students enrolled. Activation of Site  
Subscription License shall provide immediate access to the ST Math program and shall be considered  
as the completion of the duties for MIND Research Institute for this term.

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 364 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Wanda Hirsch Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$12,000 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$\_\_\_\_\_. 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 July 1, 2021, and shall terminate on June 30, 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, Gillian Bradley, at (209) 830 3312 ext: 7453 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:**

*Luc E. Shivers*

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Chief Executive Officer

Title

Account Number to be Charged

MIND Research Institute

Address

Department/Site Approval

5281 California Ave, Suite 300

Budget Approval

Irvine, CA 92617

Date Approved by the Board






# TRACY UNIFIED SCHOOL DISTRICT

Final Audit Report

2021-12-01

Created:	2021-11-30
By:	Dawn Jewett (djewett@mindresearch.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAArVWwvCgnkD_ym7RfzLnDE3MHNNBcM8p8

## "TRACY UNIFIED SCHOOL DISTRICT" History

-  Document created by Dawn Jewett (djewett@mindresearch.org)  
2021-11-30 - 11:31:08 PM GMT- IP address: 70.175.147.250
-  Document emailed to Brett Woudenberg (bwoudenberg@mindresearch.org) for signature  
2021-11-30 - 11:31:59 PM GMT
-  Email viewed by Brett Woudenberg (bwoudenberg@mindresearch.org)  
2021-12-01 - 1:44:53 AM GMT- IP address: 66.249.84.211
-  Document e-signed by Brett Woudenberg (bwoudenberg@mindresearch.org)  
Signature Date: 2021-12-01 - 1:45:11 AM GMT - Time Source: server- IP address: 184.179.107.92
-  Agreement completed.  
2021-12-01 - 1:45:11 AM GMT



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** December 13, 2021  
**SUBJECT:** Approve Master Contract (MC) for Nonpublic Agency (NPA) Speech Path Group (SPG) for Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2021-2022 School Year

**BACKGROUND:** Special Education students may require Speech & Language Pathologists (SLP) and Speech & Language Pathologist Assistants (SLPA). These providers: SLP/SLPA help to improve student's academic development skills. Many of our Special Day class students have SLP/SLPA, OT or Special Education teacher services written into their IEP and several more are awaiting assessments. Speech Path Group (SPG), provides SLP/SLPA, OT and Special Education teacher services with a licensed provider as required by the student's IEPs.

**RATIONALE:** TUSD does not have access to licensed SLP/SLPA and OT. Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. Speech Path Group (SPG) will provide Special Education services to students at their school sites. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2021-2022 regular school year and related services will not exceed \$3,500,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract (MC) for Nonpublic Agency (NPA) Speech Path Group (SPG) for Speech & Language Pathologists (SLP), Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2021-2022 School Year.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** December 16, 2021  
**SUBJECT:** Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

**BACKGROUND:**

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Keller, Ben Principal	KHS	6/30/22	Personal

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lillie, Dwight Chemistry	THS	6/1/2022	Personal
Rucker, Tandi 8 <sup>th</sup> grade	Freiler	1/2/2022	To Accept AP position at Villalovoz/Central

**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**NAME/TITLESITEEFFECTIVE  
DATE**BACKGROUND:****CLASSIFIED RETIREMENTS**NAME/TITLESITEEFFECTIVE  
DATEREASONWalker, Keith  
Maintenance Mechanic

MOT

12/30/2021

Personal

**BACKGROUND:****CLASSIFIED RESIGNATION**NAME/TITLESITEEFFECTIVE  
DATEREASON

Allegretti, Yasmine

Monte Vista

1/1/2022

Personal

Alexander, Kyle  
Irrigation Spec/Grounds Mechanic

MOT

12/5/2021

Accepted a  
Maintenance  
Mechanic positionAvalos, Sofia  
Clerk Typist

Villalovoz

11/21/2021

Accepted a Secretary  
positionCabanova Chapman, Lourdes  
School Supervision Assistant

Central

11/30/2021

Personal

Gomes, Lisa  
Bus Driver

MOT

11/28/2021

Accepted a Bus  
Drive Position  
w/more hoursHackney, Tara  
IEP Para

West High

11/28/2021

Accepted a Para Ed II  
positionHutchison, Lori  
Food Service Worker

Tracy High

12/5/2021

Accepted a FSW  
position w/more hrsIbarra, Leslie  
Parent Liaison

Williams/Villa

12/5/2021

Accepted a H.S  
Administrative  
Secretary position

Kaur, Daljeet K-8 Library Tech	Monte Vista	12/8/2021	Personal
Lopez Ortiz, Brenda Bilingual Para	South West Park	12/5/2021	Accepted a Para I position w/more Hours
Mendoza, Jonathan Utility Person III	Poet	12/19/2021	Accepted a Utility Person III day position
Perez de Leal, Maria Para Educator I	South West Park	12/5/2021	Accepted a Special Ed para position
Robinson, James Utility Person III	MOT	12/7/2021	Accepted a Bus Driver position

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** December 16, 2021  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Berris, William

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

Kimball High School, Counselor (Replacement)  
LMP, Class 7, Step E  
\$50,467.00  
Fund: ESSER

Rucker, Tandi

Central/Villalovoz, Assistant Principal (New)  
LME, Class 51, Step C  
\$59,319.00  
Fund: ESSER

**BACKGROUND:**

**CERTIFICATED**



**BACKGROUND:**

Avalos, Sofia

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

Elementary School Secretary (Replacement)  
Villalovoz  
8 hours per day  
Range 8, Step B - \$27.56 LMH  
Fund: General Fund

Maas, Grace

School Business Manager (New)  
Kimball High  
8 hours per day  
Range 15, Step C - \$34.16 LMH  
Fund: General Fund

Rajarathinam, Shanmugapriya

Secretary to TISC (New)  
TISC  
8 hours per day  
Range 5, Step C - \$25.67 LMH  
Fund: General Fund

**BACKGROUND:****CLASSIFIED**

Aguilar, Alexandra

Clerk Typist I (New)  
Hirsch  
8 hours per day  
Range 23, Step A - \$15.22  
Fund: ELO Grant

Alexander, Kyle

Maintenance Mechanic (New)  
DEC Maintenance  
8 hours per day  
Range 48, Step A - \$27.25  
Fund: Ongoing and Major Maintenance

Crosby, Mary

IS&T Technician I (Replacement)  
IS&T  
8 hours per day  
Range 53, Step C - \$33.65  
Fund: General Fund

De la Rosa Juarez, Juana

Food Service Worker (Replacement)  
South West Park  
2 hours per day  
Range 22, Step D - \$17.07  
Fund: Child Nutrition – School Program

Dolor, Cristina	Special Education Para (Replacement) Central 4 hours per day Range 24, Step A - \$15.56 Fund: Special Education
Gomes, Lisa	Bus Driver (New) Transportation 8 hours per day Range 38, Step C - \$23.67 Fund: Special Ed Transportation
Gonsales, Kristina	ISSET Technician I (Replacement) ISSET 8 hours per day Range 53, Step A - \$30.62 Fund: General Fund
Gosal, Gulshau	Food Service Worker (Replacement) Kimball 2.5 hours per day Range 22, Step A - \$14.85 Fund: Child Nutrition – School Program
Hackney, Tara	Para Educator II (Replacement) West High 6 hours per day Range 30, Step C - \$19.59 Fund: Special Ed - Idea Bas Grant Entl
Hutchison, Lori	Food Service Worker (Replacement) Monte Vista 5 hours per day Range 22, Step E - \$17.87 Fund: Child Nutrition – School Program
Ibarra, Leslie	H.S. Administrative Secretary (Replacement) Kimball High 8 hours per day Range 32, Step A - \$18.72 Fund: General
Lopez Ortiz, Brenda	Para Educator I (New) South West Park 8 hours per day Range 24, Step E - \$18.72 Fund: ELO Grant
McDale, Fredrick	ISSET Technician I (New) ISSET 8 hours per day Range 53, Step E - \$36.99 Fund: ESSER 2

Mendoza, Jonathan	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$23.67 Fund: General Fund and Special Ed Transportation
Perez de Leal, Maria	Special Ed Para Educator (Replacement) South West Park 6 hours per day Range 24, Step E - \$18.72 Fund: Special Education
Pouliot, Tiffany	Career Ed Technician (Replacement) Kimball High 6 hours per day Range 32, Step C - \$20.56 Fund: General
Reyes, Lourdes	Food Service Worker (Replacement) South West Park 2 hours per day Range 22, Step E - \$17.87 Fund: Child Nutrition – School Program
Robinson, James	Bus Driver (Replacement) Transportation 8 hours per day Range 38, Step E - \$26.00 Fund: Special Ed Transportation
Rodrigues, Selina	Food Service Worker (Replacement) North 2.5 hours per day Range 22, Step C - \$16.28 Fund: Child Nutrition – School Program
Torres, Irving	ISSET Technician I (New) ISSET 8 hours per day Range 53, Step E - \$36.99 Fund: ESSER 2
Ventura, Edgar	Mechanic (Replacement) MOT 8 hours per day Range 49, Step E - \$33.65 Fund: Home to school transportation, Special Ed Transportation

Welk, Stephanie

Clerk Typist I (New)  
Kimball High  
8 hours per day  
Range 23, Step C - \$16.70  
Fund: ELO Grant

**BACKGROUND:**

**COACHES**

Aguilera, Michael

Soccer -- Boys' Sophomore  
Tracy High  
Stipend: \$4239.07

Morris, John

Softball -- Varsity  
West High  
Stipend: \$6358.61

Sunquist, Derek

Volleyball -- Varsity Boys'  
West High  
Stipend: \$6358.61

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

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Associate Superintendent of Business Services  
**DATE:** December 14, 2021  
**SUBJECT:** Adopt Revised Board Policy 3310 (Second Reading, Intent to Adopt)

**BACKGROUND:** Periodically throughout the year, board policies are reviewed, revised and added, as current laws and requirements change. Tracy Unified is currently in the process of a Federal Program Review. Part of that review included the language contained in our Board Policy 3310 and we are also updating this policing to current laws and practices.

**RATIONALE:** In accordance with the FPM Reviewer's findings, Board Policy 3310 meets their requirements with the revisions that have been made along with general updating of this policy.

**FUNDING:** Not Applicable.

**RECOMMENDATION:** Adopt Revised Board Policy 3310 (Second Reading, Intent to Adopt).

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

**RELATIONS WITH VENDORS, PURCHASING, BIDDING,  
AND CONTRACT PROCEDURES**

**RELATIONS WITH VENDORS**

District employees and Governing Board members shall comply with the Political Reform Act of 1974 governing acceptance of personal gifts, commissions or expense-paid trips from individuals or companies selling equipment, materials or services required in the operation of District programs.

District employees who work for or serve as consultants for potential vendors shall not participate in evaluating any equipment, materials or services of that vendor or its competitors.

**PURCHASING PROCEDURES**

The Superintendent or designees shall maintain effective purchasing procedures in order to ensure that maximum value is received for money spent by the District and that records are kept in accordance with law.

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs trade-in values, warranty, customer service, financing, availability, lead-time, and services offered shall be considered when determining the most economical purchase price.

**BIDS**

The district shall purchase equipment, supplies and services using competitive bidding when required by law and in accordance with statutory requirements for bidding and bidding procedures. In those circumstances where the law does not require competitive bidding, the Governing Board may request that a contract be competitively bid if the Board determines that it is in the best interest of the district to do so.

When the Board has determined that it is in the best interest of the District, the Board may "piggyback" onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law.

To ensure that good value is received for funds expended, specifications shall be carefully designed and shall describe in detail the quality, delivery and service required.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation.

## CONTRACTS

Whenever state law invests the Governing Board with the power to enter into contracts on behalf of the district, the Board may, by a majority vote, delegate this power to the Superintendent or designee. To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board. (Education Code 17604)

All contracts between the District and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee.

When required by law, contracts and subcontracts made by the District for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990)

The District shall not enter into a contract that prohibits a school employee from disparaging the goods or services of the contracting party. (Education Code 35182.5)

Pursuant to 2 CFR 200.318, no District officer, employee or agent shall participate in the selection, award, or administration of a contract in which they have a real or apparent conflict of interest. Such a conflict of interest would arise if the officer, employee or agent has a financial or other interest in or a tangible personal benefit for a firm/vendor considered for a contract. District, officers, employees or agents who violate this written standard of conduct regarding the award and administration of contracts may be recommended for disciplinary actions by the Board or Superintendent.

Further direction is provided in the attached Administrative Regulation.

### Legal Reference:

#### EDUCATION CODE

200-262.3 Prohibition of discrimination on the basis of sex

14505 Provisions required in contracts for audits

17595-17603 Contracts

17604	Delegation of powers to agents; approval or ratification of contracts by governing board
17605	Delegation of authority to purchase supplies and equipment
35182.5	Contract prohibitions
35250	Duty to keep certain records and reports
38083	Purchase of perishable foodstuffs and seasonable commodities
38110	Purchase of supplies through county superintendent
38111	Purchases by district governing board
38112	Purchases of necessary supplies
39643-39658	Contracts
39802	Bids and contracts for services
45103.5	Contracts for management consulting service related to food service
60071	Prohibited offers to influence adoption or purchase of instructional materials
60072	Acceptance of consideration or inducements by school officials
60073	Penalties for violation of article
60074	Supplying sample copies
60075	Receiving sample copies
60076	Inapplicability of article; royalties or other compensation of school official for writing or preparing instructional materials; claim of district to royalty

#### CIVIL PROCEDURES CODE

685.010	Rate of Interest
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#### GOVERNMENT CODE

12990	Nondiscrimination and compliance employment programs
4330-4334	Preference of supplies manufactured or produced in state
53060	Special services and advice
53260	Contract provision re maximum cash settlement
53262	Ratification of contracts with administrative officers
54201-54205	Purchase of supplies and equipment by local agencies
6252	Definitions of California Public Records Act

#### LABOR CODE

1775	Penalties for violations
1810-1813	Working Hours

#### PUBLIC CONTRACT CODE

2000-2001	Responsive bidders
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3400 Bids, specifications by brand or trade name not permitted  
 3410 U.S. produce and processed foods  
 4100-4114 Subletting and subcontracting fair practices  
 6610 Bid visits  
 7104 Contracts for excavations; discovery of hazardous waste  
 7106 Noncollusion affidavit  
 12161 Definitions, recycled paper products  
 12168 Preference for recycled paper products  
 12169 Bidders to specify percentage of recycled paper  
 12200 Definitions, recycled goods, materials and supplies  
 12210 Purchase of recycled products preferred  
 12213 Specifications by bidder of recycled content  
 20103.8 Award of contracts  
 20107 Bidder's Security  
 20111 School District bidding requirements  
 20112 Advertisement for bids  
 20113 Specification by bidder of recycled content  
 20104 Work by day labor  
 20115 Maintenance Defined  
 20116 Unlawful to split or separate into smaller projects  
 20117 Identical bids  
 20118 Authorization of public corporation or agency to make leases  
 or purchases  
 20118.1 Electronic data processing systems; bids  
 20118.3 Supplementary texts, library books, etc; purchase without  
 estimates or bids  
 20118.4 Change without securing bids  
 20189 Bidder's security  
 22002 Definition of public project  
 22030-22045 Alternative procedures for public projects  
 22050 Alternative emergency procedures  
 22300 Performance retentions

UNITED STATES CODE, TITLE 20  
 1681-1688 Title IX, discrimination

#### COURT DECISIONS

Konica Business Machines v. Regents of University of California (1988)  
 206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior  
 Court, (1972) 7 Cal.3d 861

## MANAGEMENT RESOURCES

### CSBA Publications:

Healthy Food Policy Resource Guide, 2003

### WEB Sites:

CSBA: [www.csba.org](http://www.csba.org)

California Association of School Business Officials: [www.casbo.org](http://www.casbo.org)

California Fair Political Practices Commission: [www.fppc.ca.gov/](http://www.fppc.ca.gov/)

TUSD REVISED:

TUSD ADOPTED: 01.10.06



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Brian Stephens, Superintendent  
**FROM:** Dr. Rob Pecot, Assoc Supt of Business Services  
**DATE:** December 15, 2021  
**SUBJECT:** Ratify the Purchase of Zonar GPS and Student Scanning Software and Hardware for all TUSD School Buses

**BACKGROUND:** GPS allows us to track our buses in real-time to find their current location and where they have traveled along their route. This assists to determine the exact location of buses that may have broken down on the roadway, pinpoint the location of an accident, or locate them when there are little to no landmarks and a bus has an emergency.

Student Scanning is a very important safety feature which allows the Transportation Department to know in real time which students have boarded or disembarked a bus and at which bus stop or school location. The Student Scanning feature will also be helpful in assisting the CHP during school bus accidents, to assist in locating a missing student, and with COVID contact tracing scenarios.

Driver Tablets for buses will allow drivers to have their most current driving directions uploaded daily and receive verbal directions as opposed to having to look at printed route sheets during student transport. In addition, this would allow the drivers to confirm that each student passenger is getting on the correct route and getting off at their correct bus stop.

**RATIONALE:** This purchase will ensure the District has adequate equipment and software to increase the safety of our students and drivers during their transportation to and from school. GPS will give us real-time locations of our buses; Student Scanning will let district office staff know which students are/are not on board and Driver Tablets will increase driver safety and route efficiency.

**FUNDING:** Effective January 1, 2022, the quote for services will have expired resulting in an additional \$30,000.00. Due to time constraints, this agreement is being presented to the Board as a ratify. The total one-time cost for the installation of hardware and software will not exceed \$175,000.00, to be paid from the unrestricted ending balance of the General Fund. The total on-going cost is approximately \$59,000.00 per year.

**RECOMMENDATION:** Ratify the Purchase of Zonar GPS and Student Scanning Software and Hardware for all TUSD School Buses.

**Prepared by:** Anthony Flores, Director of Maintenance, Operations, and Transportation.



**ZONAR TERMS & LICENSE AGREEMENT FOR HARDWARE USE,  
DATA TRANSMISSION, & DATA STORAGE SERVICES**

**CUSTOMER INFO:**

Name: Tracy USD  
 1875 W LOWELL AVE., Tracy, CA 95376  
 Address:  
 Market Segment: Pupil Transportation

P.O. #:

Quote #: Q187740 - 1

Contract #:

This Zonar Terms and License Agreement is effective as of 12/16/2021 | 14:10:01 PST, 2021 ("Effective Date") and entered into between Tracy USD ("Customer") and Zonar Systems, Inc., a Washington Corporation ("Zonar"). The Parties agree that the following terms and conditions shall apply to Customer's purchase of equipment and services from Zonar, whether procured directly from Zonar or from a Zonar authorized reseller, and Customer's access to and use of Zonar's service and software offerings.

**1. DEFINITIONS.** The following capitalized terms shall have the meanings ascribed to them below:

- "Agreement" means this Terms & License Agreement (including any Orders submitted by Customer and accepted by Zonar under this Agreement, any Quotes, including Quick Quotes, included or referenced in such Order), which together form a single agreement.
- "Data" means any and all files, information, data or other content generated by Customer that is collected, transmitted, and/or stored in Zonar's systems in connection with its delivery of the Services. Data does not include information that Zonar collects for relationship management purposes, such as contact, billing, customer relationship management, service delivery, performance measuring, and compliance monitoring or Aggregated User Data (defined in Section 11 below). Data can include one or more of Inspection Data (for Customer's using Zonar's verified inspection service (EVIR)), GPS Data (location data for reviewing the historical path of a vehicle), Z PASS Data (student bus ridership data), and/or Zonar Logs Data (driver log data).
- "Hardware" means any equipment provided by Zonar to Customer under this Agreement.
- "Parties" means Zonar and Customer. "Party" means either of Zonar or Customer, as applicable.
- "Services" means Zonar Offerings including one or more of automated data collection from enrolled vehicles (such data includes one or more of time card data, inspection data, location data, diagnostic data, idle data, and/or driver behavior data); automated data transmission from enrolled vehicles to a secured hosted data center; monthly storage of collected data; customer support for hardware and data transmission issues; and/or any other services that Zonar or its authorized resellers makes available to Customer under this Agreement.
- "Service Packages" refer to one or more of the Services Zonar will provide to a Customer under a particular Quote or Order. Access to different Zonar Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all Zonar Offerings.
- "Software" means any Zonar sourced computer software and associated documentation made available to Customer under this Agreement. Such Software includes any software and/or firmware loaded on, included with or otherwise provided for use with Hardware.
- "Terms of Use" means the terms and conditions applicable to use of the Services, a copy of which is incorporated herein (see Section 9 below).
- "Zonar Offerings" means the Zonar-branded Hardware, Software and Services that Zonar, a Zonar authorized reseller, or a Zonar authorized agent makes available to Customer for purchase, license or use under this Agreement. Pricing for Zonar Offerings will be defined in one or more of a Quote, Quick Quote, or Sales Order.

**2. HARDWARE.** Title to Purchased Hardware provided under this Agreement will be transferred to Customer. Hardware may be used only with the Services, in accordance with specifications applicable to such Hardware and all applicable laws. All Purchased Hardware to be delivered by Zonar or its agents to Customer under this Agreement shall be shipped FOB origin, such that title transfers to Customer when such Hardware is made available to Customer at Zonar's premises. Without affecting the transfer of title, Zonar shall, as an additional Service included in the Quote as shipping charges, arrange for insured shipment of such Hardware to Customer via a common carrier of Zonar's choosing, and will assist Customer with any claims against such a carrier for lost or damaged shipments. Unless Customer has purchased Hardware installation Services from Zonar or its agents under, Customer shall be solely responsible for the proper installation of all such Hardware. Unless specifically noted otherwise in a Quotation, GPS units are subject to a \$50 activation fee (which also applies to any reactivation after a unit has been turned off).

**3. SERVICES AND FEES.** Subject to Customer's timely payment of all applicable fees and expenses and compliance with all material terms of this Agreement, Zonar and/or its agents shall provide the Services to Customer during the Service Term as defined below. The following services are included with each Service subscription: Service activation, 24/7 access to the GTC web-based portal and associated web-based Software applications, email & phone support, Software upgrades made generally available to Service Customers, daily account monitoring, and all associated wireless data charges. Customer acknowledges that Zonar in its sole discretion may update and change the features and functionality of the Services from time to time, with or without notice, so long as such changes do not materially diminish the value of the services based on a standard of commercial reasonableness. Access to different Zonar Offerings and Services is based on the selected Service Package. Not all Service Packages receive access to all Zonar Offerings. Service Packages are defined on the Quote, Quick Quote, or Sales Order, as applicable. Zonar reserves the right to assess a \$50 per asset Transfer Fee for any asset transferred to a different Zonar Customer's account. In the event of a discrepancy between the Quote and Sales Order, the stated pricing will be controlled by the Quote, and the Hardware quantity will be controlled by the Sales Order.

**4. CUSTOM SERVICES.** Unless otherwise provided in a separate Statement of Work ("SOW") or Quote specifically referencing or attached to this Agreement, Zonar will not provide any custom Services, including but not limited to, integration services, bulk data export services, or other non-standard Services ("Custom Services") not specifically identified in the relevant SOW, Quote or Sales Order. Any Custom Services must be agreed upon by the Parties in a signed SOW.

**5. SERVICE TERM/TERMINATION.** The Service Term shall be for a period of 3 ( ) year(s) following commencement of Service billing. Service billing shall commence as follows: (a) For Hardware that is shipped to Customer by Zonar or its agents on or before the 15th day of a month, Service billing shall commence on the first of the month following Hardware shipment; (b) For Hardware that is shipped to Customer by Zonar or its agents after the 15th day of a month, Service billing shall commence on the fifteenth day of the following month, following Hardware shipment. If, for any reason, the billing for Services is deferred beyond the above defined commencement date, the Service billing commencement date shall be the date of the first invoice for Service that the Customer pays in full. The Term shall automatically renew for additional one-year periods, unless a Party provides written notice of its intent not to renew at least thirty (30) days prior to the expiration of the then-current Term. Upon renewal of any Term, the fees and charges are subject to change provided Zonar provides 30 days' written notice by Zonar, and Customer will have 30 days after receiving such notice to cancel. If Customer attempts to terminate early, or fails to make any payment when due or otherwise violates any material term or condition of this Agreement, Customer may be declared in default by Zonar upon written notice and failure to cure for 15 days following delivery of such notice. Upon declaration of default, all amounts due under this Agreement during the entire Term, including with respect to unexpired portions of the Term, shall accelerate and become immediately due and payable, and also including, without limitation, the cost to repair or replace damaged Hardware (if such Hardware was not purchased outright), interest, and costs/expenses of collection. Zonar shall also have the right to terminate this Agreement and seek any other remedy permitted under law. Upon termination of the Term, Customer shall immediately cease use of the Software, Services, Data (unless Customer has purchased continuing Data retention Services) and any Zonar Confidential Information. If Zonar provided customer any No Cap Ex hardware (where Zonar gave hardware to Customer as part of the deal, with the expectation of Zonar receiving service fees for the Service Term) or if the cost of the hardware was covered by the award of a National Association for Pupil Transportation ("NAPT") grant, then in the event of any early termination, Customer will be required to return all Zonar provided Hardware.



**6. PAYMENT TERMS AND TAXES.** Customer shall pay (in U.S. dollars) all invoices issued under this Agreement by wire transfer to Zonar's designated bank, by check, or by any other method acceptable to Zonar within 30 days from the date of Zonar's invoice. Payments are not subject to set off or reduction. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, and Customer shall be responsible for all costs and expenses, including attorney's fees, incurred by Zonar in connection with the collection of any delinquent amounts. Zonar shall be entitled to withhold performance and suspend the Services until all amounts due are paid in full. **TAXES.** All payments to Zonar exclude taxes unless specifically stated. The Customer is responsible for payment of all applicable taxes, (including sales tax, use tax, and property tax on leased or purchased Hardware, excepting taxes on Zonar's income or Zonar's employment taxes) however designated or incurred in connection with the transactions under this agreement, and agrees to reimburse Zonar for any taxes paid on their behalf.

**7. SOFTWARE LICENSE/GRANT.** All Software is licensed, not sold. Subject to Customer's timely payment of all applicable fees and expenses, and compliance with all material terms of this Agreement and, if applicable, any 3<sup>rd</sup> Party Terms, Zonar grants to Customer during the Term a limited, non-transferable license, without rights to sublicense, to access and use the Software solely in connection with Customer's use of the Services and solely for Customer's internal business purposes. Except for the limited license conveyed Customer under this Agreement, Zonar and its suppliers shall retain all right, title, and interest in and to all copyrights, trademarks, service marks, trade secrets, patents, patent applications, mask works, moral rights, contract rights, and all other proprietary rights embodied in the Zonar Offerings and 3<sup>rd</sup> Party Offerings, including, without limitation, any improvements or derivatives of such offerings. Customer acknowledges that the Software is of United States origin, is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. Customer represents that it will not permit the Software to be used for, any purposes prohibited by law. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation", respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and documentation by the U.S. Government shall be governed solely by the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, Customer shall have no right, title or interest in or to any intellectual property relating to the Zonar Offerings and/or 3<sup>rd</sup> Party Offerings and shall not (a) modify or create derivative works from any Software, (b) merge or otherwise combine any Software with other software not expressly approved in writing by Zonar, or (c) copy, reproduce, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or algorithms of any Software. Customer will not violate or contest Zonar's or its suppliers' proprietary rights related to any Zonar Offering and/or 3<sup>rd</sup> Party Offering. Additional terms may apply to 3<sup>rd</sup> Party Offerings, which shall be presented to Customer either prior to or at the time of delivery of such 3<sup>rd</sup> Party Offerings. Customer acknowledges use of a 3<sup>rd</sup> Party Offering requires acceptance of the 3<sup>rd</sup> Party Terms, which are not controlled by Zonar.

**8. LINKS TO THIRD PARTY TERMS FOR ZONAR TABLET APPS.** Zonar may make available certain third party applications, products, or services to its customers (collectively, "Third Party Apps"). Any purchase, installation or enablement of, subscription to, or use by Customer of Third Party Apps, as well as any exchange of data between Customer and any Third Party App provider, is solely between Customer and the applicable third party. Please note any Third Party App terms and conditions are controlled solely by the Third Party App Provider, furthermore, Zonar cannot negotiate and has no control over Third Party Apps or the providers thereof, and, unless otherwise provided in this Agreement or the relevant Sales Order, Zonar does not warrant or support, and has no responsibility for, Third Party Apps and/or any other non-Zonar products or services. It is Customer's responsibility to review and comply with all relevant terms governing the use of Third Party Apps, whether attached to this Agreement or otherwise made available by the Third Party App provider. Use of Third Party Apps may require the purchase of a Monthly Data Plan as further described in Section 22. Zonar may change the availability of these Third Party Apps at its sole discretion, and Zonar reserves the right to suspend or terminate the provision or use of any Third Party App (including the removal of any Third Party App from Zonar-sourced tablets) at any time without entitling Customer to any refund, credit or other compensation, other than the termination of ongoing billing for the terminated App.

Navigation App/ALK CoPilot Software. The most current version of the ALK EULA can be found at: <http://copilotaps.com/en-us/copilot-eula>

**9. TERMS OF USE/CUSTOMER OBLIGATIONS.** Customer shall be solely responsible for obtaining and maintaining Internet access to Zonar's web based applications through an Internet service provider and the hardware and software necessary to enable such a connection. Customer is responsible for ensuring that only authorized Customer personnel (noting that a competitor of Zonar can never be an authorized user) have access to Zonar's web based services and for the security of Customer's computer system and the connection to Zonar's systems. At all times during and after the termination or expiration of this Agreement, Customer and its employees and agents shall maintain the confidentiality of trade secret information. Customer shall not disclose any such proprietary information concerning Zonar Products (Hardware and Software), including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without Zonar's prior written consent.

**10. DATA RETENTION.** Customer acknowledges: (1) that unless it purchases additional Data Retention services, Zonar will have the right to purge all Data as follows: Subject to purge after 3 months, 6 months, or 12 months, as elected by Customer in the check boxes below. If no boxes are checked, Zonar will have the right to purge Inspection Data after 3 months and GPS Data after 6 months. (2) Regulations may mandate specific Data Retention requirements for Inspection Data and/or GPS Data, and it is Customer's sole responsibility to understand those requirements, and to export and archive its Data if the Data Retention period offered by Zonar is not sufficient. (3) Customer is solely responsible for printing data and inspection reports for vehicles involved in an accident. (4) Unless Zonar specifically agrees in writing otherwise, all Data other than Inspection/EVIR Data (including but not limited to I/O Data, ZAlert Data, Z PASS card scan Data, Diagnostic Data, Fault Code Data, and Message Data), can be purged by Zonar according to the Retention period selected for GPS Data. From time to time, Zonar may offer new types of Data services, and such new Data services may have different Data Retention periods, to be defined in a corresponding service specification for that offering. If no data retention period is defined, the retention period for GPS data will apply. (5) Zonar is not required to retain Data except as provided in this Section or in a separate written agreement. Unless other arrangements are made in writing with Zonar, all Data submitted using Zonar's web based applications may be purged as provided herein. (6) Zonar Logs and Zonar Coach Data Retention is limited to 6 months, regardless of the check box selections made below.

#### Data Retention:

CSA - EVIR Data Retention -

Rolling Period: ☐ 3 Months ☒ 12 Months

GTC - GPS & Other Data Retention -

Rolling Period: ☐ 6 Months ☒ 12 Months

**11. INTELLECTUAL PROPERTY (IP).** Zonar retains all right, title and interest and all related IP rights in and to the Zonar Offerings and Zonar's Confidential Information, including any enhancements, updates or other modifications, including custom modifications, thereto, whether made by Zonar, Customer or any third party. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Zonar Offerings. Under no circumstances shall Customer sell or transfer any purchased Hardware or licensed Software, reconstruct or repair such Hardware or Software, or reverse engineer or otherwise attempt to learn the trade secrets, know how or other IP embodied therein. Customer agrees that Zonar may collect data regarding Customer's use of the Service and analyze, use and disclose such data in an aggregated format ("Aggregated User Data") for Zonar's business purposes; provided such Aggregated User Data is not personally identifiable or Customer identifiable.

**12. LIMITED HARDWARE WARRANTY FOR PURCHASED HARDWARE.** Zonar warrants that the serialized Hardware elements of any Zonar Offerings delivered by Zonar or its agents to Customer under this Agreement shall be free from all material defects in workmanship under normal use and service. Zonar's warranty period for such serialized Hardware (V series GPS units, ZTrak GPS units, EVIR 2010 handheld's, Zonar branded Tablets, Z PASS readers) is as follows: V4

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18200 Cascade Ave, S. Seattle, WA 98188-4728

57 Toll Free 1.877.843.3847 | Phone 206.878.2459 | Fax 206.878.3082



and V3 Series HD GPS Product Line – 3 Years; EVIR and all Other Serialized Hardware, including third-party Hardware – 1 Year. The warranty period runs from the date of shipment, and any replacement hardware provided under warranty will be covered under warranty for the remainder of the warranty term based on the shipment date for the original equipment. Provided that such Hardware is used and handled as intended and in accordance with this Agreement, and that Customer provides Zonar with notice within the applicable warranty coverage period, as Customer's sole and exclusive remedy, Zonar will replace any failed or functionally impaired Hardware with equivalent Hardware in terms of performance and functionality. This warranty does not apply to any Hardware that has been misused, altered, willfully abused or that has been subject to water or other environmental damage or that has been damaged due to improper installation by Customer or its agents. Hardware installations must follow Zonar's equipment-specific installation guidelines to qualify for the foregoing warranty. If Hardware is determined by Zonar to be damaged due to any of the aforementioned causes, or if Hardware is otherwise deemed ineligible for Warranty coverage, Customer will be charged the price of a refurbished unit plus shipping and handling, and restocking fees. Return of any Hardware requires a Return Material Authorization ("RMA") number. All RMA's must be pre-authorized by Zonar Customer Care at: E-mail: [Customercare@zonarsystems.com](mailto:Customercare@zonarsystems.com). Phone: 1(877) THE-EVIR. Ancillary hardware such as mounts, brackets, and cables are excluded from the above warranty.

**13. WARRANTY LIMITATIONS.** THE LIMITED WARRANTIES SET FORTH ABOVE ARE APPLICABLE SOLELY TO THE ZONAR OFFERINGS AND ARE MADE PERSONALLY TO CUSTOMER IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. CUSTOMER ACKNOWLEDGES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF DATA AND ZONAR EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY OF SUCH DATA. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, ZONAR MAKES NO WARRANTY THAT THE HARDWARE, SOFTWARE OR SERVICES WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; OR OTHERWISE MEET CUSTOMER'S EXPECTATIONS. ZONAR ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. INSTALLED HARDWARE REQUIRES CONTINUAL ACCESS TO AN ON-VEHICLE POWER SOURCE, AND MAY REQUIRE CONNECTIVITY TO ONBOARD DIAGNOSTIC PORT(S), VEHICLE BUSES, AND/OR OTHER VEHICLE SENSORS, COMPUTING SYSTEMS, AND ANCILLARY COMPONENTS (COLLECTIVELY "COMPONENTS") TO PROVIDE THE SERVICES. FAILURE TO PROVIDE EXCLUSIVE ACCESS TO THESE COMPONENTS, USE OF A SPLITTER OR OTHER DEVICE THAT CONNECTS MULTIPLE DEVICES TO A SINGULAR COMPONENT, OR SIMULTANEOUS OPERATION OF THIRD PARTY HARDWARE OR SERVICES, MAY IMPACT PERFORMANCE OF THE HARDWARE, THE ACCURACY AND DELIVERY OF THE SERVICES, AS WELL AS THE PERFORMANCE OF THE VEHICLE AND THIRD PARTY DEVICES. ZONAR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING HARDWARE INSTALLED AND/OR USED IN CONTRAVENTION OF THIS PARAGRAPH, AND ZONAR SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY THIRD PARTY WITH RESPECT TO THE HARDWARE, SERVICES, VEHICLE, OR ANY THIRD PARTY DEVICE.

**14. LIMITATION OF LIABILITY.** EXCEPT WITH RESPECT TO EITHER PARTY'S OBLIGATIONS APPLICABLE TO CONFIDENTIAL INFORMATION, CUSTOMER'S DELIBERATE MISUSE OR MISAPPROPRIATION OF ZONAR'S INTELLECTUAL PROPERTY RIGHTS, AND ANY INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, USE OF THE ZONAR OFFERINGS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. ZONAR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY CUSTOMER UNDER THIS SUBSCRIPTION AGREEMENT IN THE PRIOR TWELVE (12) MONTHS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER ZONAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**15. CONTROLLING TERMS.** All Zonar Offerings licensed or purchased by Customer from Zonar during the term of this Agreement shall be subject to the terms and conditions of this Agreement. Terms related to Order submission, delivery, pricing, or payment shall be established between Customer and Zonar or the authorized reseller. Any terms or conditions appearing on the face or reverse side of any Customer purchase order, acknowledgment, or confirmation that are different from or in addition to those required hereunder shall not be binding on the Parties, even if signed and returned, unless both Parties agree in a separate writing to be bound by such different or additional terms and conditions.

**16. OTHER LIMITATIONS.** Zonar's licensors and suppliers shall have no liability of any kind under this Agreement and Customer shall not be a third party beneficiary under agreements between Zonar and its licensors/suppliers. Customer acknowledges: (1) it is solely responsible for its use of Data, controlling its employees/authorized users access to the Software, Hardware and Services, reviewing inspection reports, and taking appropriate action with respect to vehicles for which inspection reports have been submitted using the Services; (2) the accuracy of Data may be dependent on the accuracy of information provided by individuals using Hardware or Software on Customer's behalf; and (3) Customer is solely responsible for instructing such individuals in the proper use of equipment, execution of inspections and delivery of legally acceptable electronic signatures in compliance with US law regarding commercial vehicle inspection and repair records, if applicable. Zonar shall have no liability whatsoever with respect to Data, except in the case of gross negligence or intentional misconduct by Zonar or its employees. Zonar shall have no liability for any nonperformance/delay caused by any event reasonably beyond its control, including, but not limited to labor disputes, natural disasters and other acts of God, and war.

**17. HOLD HARMLESS AND INJUNCTIVE RELIEF.** To the extent allowed by law, Customer shall hold Zonar harmless from and against any claim, cost, or expense ("collectively, Claims") asserted or initiated by a third party arising out of or relating to Customer's use of the Data provided by the Service for employment decisions. For copying or unauthorized use of the software, or other violations of the terms of this agreement, Zonar may seek and obtain injunctive relief for such breaches or threatened breaches, in addition to, and not in limitation of other legal remedies.

**18. CONFIDENTIALITY.** To the extent allowed by law, each Party shall retain in confidence all information received from the other Party that the disclosing Party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as such ("Confidential Information"), except that Zonar may disclose Customer's Confidential Information (where such data is collected from a Customer vehicle/asset) to (a) the manufacturer of Customer's vehicle or engine; (b) the lessor or owner of the vehicle (where Customer has leased vehicle from a third party) or any maintenance provider/company identified by the Customer; (c) the provider of any Third Party App that Customer chooses to download, install, or use; and/or (d) any third party to whom the Customer authorizes access to such data via Zonar's API, for the purpose of providing Customer products or services including data analysis. In no event shall either Party employ less than a reasonable degree of care in protecting the Confidential Information, which includes, but shall not be limited to: the terms of this Agreement, pricing, business plans, customer lists, operational and technical data and product plans. Customer shall not share or provide access to Zonar's web based software or device firmware with any competitor of Zonar. The receiving Party's obligations under this Section shall extend for two (2) years following the disclosure of the Confidential Information.

**19. ELECTRONIC SIGNATURES FOR ZONAR'S EVIR SYSTEM.** Customer acknowledges that implementing a federally compliant electronic inspection system requires adherence to standards for electronic signatures. It is Customer's responsibility to understand and comply with those requirements. Zonar will provide recommendation for implementing a compliant electronic signature program upon request.

**20. WIRELESS DATA POLICIES.** Customer understands and agrees that (a) Customer has no contractual relationship with a wireless carrier and is not a third-party beneficiary of any agreement between Zonar and a wireless carrier, nor does the underlying wireless carrier have any legal, equitable or other liability to Customer. (b) Subject to FCC Number portability rules, Customer has no property or other rights in any Number assigned to it and any such Number can be changed. (c) Zonar and/or wireless carrier shall not be responsible for interruption of service for any reason or the inability to use the service caused by Force Majeure. (d) The liability and



obligation of Zonar to Customer for services may be controlled and limited by a wireless carrier's tariff, if any, and the laws, rules and regulations of the FCC and other United States or foreign governmental authorities. (e) In no event shall Zonar and/or wireless carrier be liable for the failure or incompatibility of any equipment utilized by Customer (and not provided by Zonar).

**21. MISCELLANEOUS.** The failure of either Party to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of this Agreement or of any subsequent breach of the same and no waiver of any provision of this Agreement will be effective unless made in writing. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement shall be interpreted under the laws of the State of Washington, and, in the event of any controversy or claim arising out of or relating to this Agreement or the breach or interpretation thereof, the Parties shall submit to the exclusive jurisdiction of and venue in the Superior Court of King County, Washington, or the Federal District Court for the Western District of Washington, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals. By executing this Agreement, Customer authorizes Zonar and/or its affiliates to request and obtain credit reports and/or bank and trade references ("Credit Reports"). Customer may request, and Zonar will provide, information regarding any Credit Reports obtained pursuant to this section.

**22. SPECIFIC TERMS APPLICABLE TO RFID, STUDENT BUS RIDERSHIP, AND STUDENT TRANSPORTATION SERVICES.** Customer will solely manage the disbursement of RFID cards to their students, and Customer is solely responsible for obtaining all consents and authorizations legally necessary or appropriate for the provision of Services. Other than student name and RFID card number, Customer will not upload any personally identifiable information related to its students, such as social security numbers, home addresses, parent names, or telephone numbers, into Zonar's end user interface. Such information is not required for the deployment or operation of Z PASS, Z PASS+, Verify™ or such other Services that require the use of RFID, and such information should reside in only the Customer's student information system.

**23. SCHOOL DISTRICT ACKNOWLEDGMENT & PERMISSION FOR STUDENT BUS RIDERSHIP TRACKING.**

(1) If Customer is a public school district in the United States ("District") and has subscribed to Z PASS, Z PASS+, Verify™, MyView™, or other student ridership services, then District acknowledges and agrees to the following: (a) District is subject to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), a federal law that protects the privacy of student education records ("FERPA"); (b) District collects, uses, maintains, and discloses student education records, including school bus usage and location data ("FERPA Data") in accordance with FERPA; (c) District has outsourced certain services/functions with regard to FERPA Data that would otherwise be performed by District personnel to Zonar, including collecting FERPA Data regarding school bus usage data, school bus location data, and student ridership data, and disclosing that FERPA Data to a student's parent or guardian upon request (collectively, the "Bus Ridership Services"); and (d) Zonar's Privacy Policy is consistent with the District's own policies for protection of FERPA Data.

(2) Zonar acknowledges and agrees to the following: (a) Zonar is acting as a contractor to the District in performing the function, either directly, under the terms of a contract between the District and Zonar, or indirectly, through another District contractor such as a school bus contractor; (b) Zonar's maintenance, use, and disclosure of FERPA Data which it collects or has access to is performed in accordance with Zonar's Privacy Policy. (c) Zonar uses reasonable methods to ensure that only individuals with a legitimate educational interest (as to a particular student, such individuals include that student, that student's parent/guardian, and the District (collectively, "Permitted Recipients") have access to that student's FERPA Data in Zonar's possession or control. (d) Zonar uses reasonable methods to ensure that no third parties, with the limited exception of third parties expressly authorized by a student's parent/guardian (each an "Authorized Third-Party Recipient"), have access to that student's FERPA Data in Zonar's possession or control. District hereby grants Zonar express permission, in accordance with the above, to collect, access, use, and disclose to Permitted Recipients and Authorized Third-Party Recipients, the FERPA Data described above.

**24. ADDITIONAL DATA COSTS.** Enabling any of the following Services on a Zonar provided tablet (or a tablet or device that consumes data using a Zonar controlled SIM) requires the purchase of a Monthly Data Plan: ZDOCS or other document capture application, Web browsing, and/or any 3rd party app that transmits or consumes data. Monthly Data Plans. As of the Effective Date of this Agreement, Zonar offers the following Monthly Data Plans and fees: (1) \$5/vehicle per month for 100MB; (2) \$10/vehicle per month for 250MB; (3) \$15/vehicle per month for 500MB; (4) \$25/vehicle per month for 1GB (5) \$45/vehicle per month for 2G. Overages to the selected Monthly Data Plan will be billed at \$0.05 per MB. All data allowances, including overages, must be used in the billing period in which the allowance is provided. Unused data allowances will not roll over to subsequent billing periods. Zonar reserves the right to modify or change these Monthly Data Plans and fees at its discretion, which changes will be reflected in a Quote and shall impact only Services subscribed to or renewed after the effective date of such changes. In the event of a discrepancy between these data fees and any fees stated on a Quote, the Quoted data fees will control.

**25. CUMMINS CONNECTED DIAGNOSTICS:** If Customer subscribes to Cummins Connected Diagnostic service, Customer is obligated to register separately with Cummins in order to activate and use such service, and Zonar shall have no liability for Customer's failure to register with Cummins Inc. ("Cummins"). Customer agrees to contact Cummins to complete registration. Customer acknowledges that Zonar provides a data stream to Cummins (and authorizes Zonar to share with Cummins the data required to enable the Cummins Connected Diagnostic service), and any vehicle service recommendations and other services are provided by Cummins, independent of Zonar. Zonar is not responsible for the provision of Cummins Diagnostic Services.

Zonar Version 23 July 2020

**READ AND AGREED**

DocuSigned by:				
<b>CUSTOMER</b>		Print Name:	Dr. Rob Pecot	Title: Associate Superintendent
Signature:	66F0400140F9400...			Date: 12/16/2021   14
DocuSigned by:				
<b>ZONAR</b>		Print Name:	Michael C. King	Title: General Counsel
Signature:	28A2B47A7A88405...			Date: 12/16/2021   14



**Sales Quote Only.**  
**This is Not an**  
**Invoice.**

**QUOTATION**

Quote Number:  
Q187740 - 1

Quote Date:  
12/14/21

Page:  
1

18200 Cascade Ave S  
 Seattle, WA 98188  
 www.zonarsystems.com  
 Voice: 206.878.2459  
 Fax: 206.878.3082

Quoted To:
Tracy Unified School District Attn: Lisa Sawyer 1875 W LOWELL AVE TRACY, CA 95376 USA

Quoted Ship To:
Tracy Unified School District Attn: Lisa Sawyer 1875 W LOWELL AVE TRACY, CA 95376 USA

Customer ID	Good Thru	Payment Terms	SalesPerson
	01/13/22	Net 30 Days	Brian C Dodson

Order Qty	Item	Description	Unit Price	Total
92	V4201-H	V4 Essential GPS Kit	180.00	16,560.00
92	ZPASS001-H	ZPASS Kit	80.00	7,360.00
92	E-MOB003-H	Samsung Tab Active2 Certified Kit	540.00	49,680.00
92	MOB003-H	Tablet Tag Kit		
92	81523	GPS Diagnostic 9 Pin 500K		
92	GPS066-S	Annual Zonar Essentials	234.36	21,561.12
92	GTC003-S	Annual Increased GPS Logging Service	48.00	4,416.00
92	ZPASS005-S	Annual Zonar MyView™ Ridership	114.00	10,488.00
92	E-MOB001-S	Annual Samsung Tablet EVIR CSA Insp Service	89.28	8,213.76
92	E-MOB023-S	Annual Samsung Tablet Zonar Verify - Transfinder	84.00	7,728.00
92	MDM002-S	Annual Samsung Tab Active2 Zonar Mobile Shield	48.00	4,416.00
92	GPS085-S	One Time Hardware Surcharge	32.00	2,944.00
92	ACT001-S	GSM Activation	25.00	2,300.00
4	INST001-S	Installation Tech Week(s) *Installation Pricing is All Inclusive And Covers All Ground Travel and Overnight Stay*	6,000.00	24,000.00
2	TRAINING	Training	1,200.00	2,400.00
2	TRAVEL	Travel - Training & Prof Services Estimate, Will be Billed at Cost	1,000.00	2,000.00
1	S&H	Shipping and Handling	956.67	956.67
		Installation to be Performed by a Zonar Certified Installer		





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DS  
DRP

Subtotal:	165,023.55
Total Sales Tax:	6,393.80
Invoice Discount:	0.00
Total USD:	171,417.35

**Terms and Conditions:**

1. The above pricing is a good faith estimate issued in USD. Prices may be adjusted once a complete Asset List is provided to Zonar.
2. Prices for Services are based on a three-year Service Agreement unless otherwise negotiated.
3. No Hardware or Services will be provided by Zonar until Parties have executed a Service Agreement.
4. Any shipment dates identified are estimates only, and are subject to change.  
Actual shipment dates are subject to inventory and supply availability, and will be separately confirmed by Zonar.
5. Installation, Taxes, Travel and expenses and shipping costs will be additional charges.
6. All Leased/Bundled Hardware must be returned to Zonar after termination of Service Agreement.
7. Early termination of Service Agreement will result in early termination fees.
8. Zonar's 4G converter device, to be used with a Zonar V3 GPS unit, has a 2 year warranty.

## **Installation Terms and Assumptions**

### **1. Miscellaneous Terms.**

- a. Assumes installation of all Hardware Identified in the attached Quote or Sales Order.
- b. Assumes minimum site access 6-days per week, 12 hours per day. Installation technician ("Tech") is expected to perform 8 hours of productive installation time per day.
- c. Assumes installs are completed at (1) geographic location(s).
- d. Assumes access to sites, vehicles and Zonar Hardware necessary to complete the project as quoted.
- e. Purchase Order commitment required at least 2 weeks in advance of project start date.
- f. Any changes to the vehicle asset list upon which the Quote or Sales Order was generated may result in price increases. Changes may include but are not limited to additional locations, new or different equipment (such as cables or Zonar equipment), or the identification of additional or different assets. If Customer provides a revised asset list Customer will receive a quote for any additional charges.
- g. Zonar will recommend placement of all equipment based on best practices. If Customer requests installation of equipment in a non-recommended location, Customer must approve such installation in writing, and thereby agrees to waive any and all claims against Zonar related to such installation. Customer will be responsible for any cost increase due to the new location.
- h. Customer shall make each vehicle or asset available to allow for the uninterrupted installation and testing of equipment by the Tech. Customer will be responsible for testing other vehicle equipment not installed by Zonar, such as Interlock devices and PTO Idle devices.
- i. Customer will assign a primary contact to assist with communication and coordination of all installations and issue resolution. The customer primary contact must use provide reasonable assistance to Zonar and respond to all Zonar requests in a commercially reasonable time.
- j. Any special training, security clearances or other requirements associated with on-site installations must be identified and provided to Zonar in advance of all installations. Additional charges may be required to meet Customer site requirements. Customer is responsible for providing a safe work environment as required by federal and state statutes.
- k. Zonar is not responsible for retraining Customer's personnel if personnel miss approved scheduled training dates.
- l. Customer may be required to assist with transportation to remote and/or hard to access areas if standard transportation is not capable of access. Examples include, but are not limited to, snow, rugged terrain, or other obstacles to entry.
- m. Customer is required to fully participate in vehicle and equipment scheduling, availability and full access. Zonar and Customer's primary contact and/or their designee will create a mutually agreed upon schedule of assets, locations, installation times and associated equipment by asset to be installed based upon the approved sales order. Customer will be solely responsible for any cost overruns associated with delays due to asset unavailability, location changes, changes to the sales order asset list, or any delay outside of Zonar's reasonable span of control.

2. **Project closure and signoff.** Customer's primary contact or other designate will provide written confirmation project acceptance and closure (a project closure form will be provided upon request). Post acceptance, any additional work (other than work covered under warranty) will be quoted on a case by case basis. In the event that such an acceptance document or written list of issues is not received within 3 business days of the last day of work completed by Zonar, the project will be deemed fully approved and accepted by Customer. Any remaining assets not installed will be deemed completed at this time. For any remaining assets, Customer may choose to self-install or request a quotation from Zonar to complete remaining work.

### **3. Delay Terms.**

- a. Once Tech is deployed, any delay outside of Zonar's (or its subcontractor's) control that results in additional hours of activity will be billed at \$100 per hour.
- b. Inclement weather is out of Zonar's control and can result in additional days required to complete installs if covered area is not available.
- c. Overnight stays will be charged at \$125 per Tech, per night
- d. Ground travel will be charged at \$1.00 per mile round trip
- e. Air travel will be charged at cost plus applicable fees

### **4. Cancellation Terms.** In the event of a Customer cancellation, the following fees will apply:

- a. If the project is cancelled greater than 7 days in advance of the project start date, no charges will apply.
- b. If project is cancelled 7 days or less of the project start date, then \$250 charge per assigned technician will apply.
- c. If the project is cancelled after the installation begins, full project price as quoted will be billed unless other charges are agreed upon.

5. **Warranty.** Installation includes 365-day warranty on workmanship.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** December 28, 2021  
**SUBJECT:** Acknowledge Revisions to Administrative Regulation 6174 Education for English Learners (Second Reading)

**BACKGROUND:** Over the past couple of years there have been a number of changes in regulations related to the education of English learners including changes to Education Code 42238 related to the local control funding formula and Education Code 52060 related to the local control accountability plan, as well as changes at the federal level with the reauthorization of the elementary and secondary education act as the Every Student Succeeds Act (ESSA) replacing No Child Left Behind. The California School Boards Association has updated administrative regulation language that incorporates these regulatory changes. The changes to Tracy Unified School District (TUSD) Administrative Regulations 6174 are based on the CSBA recommended language.

**RATIONALE:** The Administrative Regulation 6174 for the Education of English Learners was last updated in 2017. As a result of the regulatory changes since that time, there is a need to update these Administrative Regulations. This Agenda item supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no cost associated with this Agenda item.

**RECOMMENDATION:** Acknowledge Revisions to Administrative Regulation 6174 Education for English Learners (Second Reading).

**Prepared by:** Maria Salazar, District English Learner Program Coordinator.



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** December 17, 2021  
**SUBJECT:** Approve Job Description and Salary for Secretary to the Tracy Independent Study Charter School

**BACKGROUND:** The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions.

**RATIONALE:** This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Unrestricted General Fund

**RECOMMENDATION:** Approve Job Description and Salary for Secretary to the Tracy Independent Study Charter School

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

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Secretary to the Tracy Independent Study Charter School

DEPARTMENT: Tracy Independent Study Charter School

POSITION SUMMARY: Under general supervision of the Tracy Independent Study Charter School Principal, to provide secretarial services and to relieve the Principal of routine administrative and clerical duties and supervise clerical assistants.

### ESSENTIAL FUNCTIONS:

1. Interviews office visitors and telephone callers and answers questions concerning the school or refers persons to another source of information.
2. Serves as vital staff and public relations link through personal and telephone contact.
3. Manages Institute's budgets (Director's, teacher's, S.I.P., E.I.A., Title I, GATE, Special Ed, Operations, Block Grant, Health, Escape).
4. Prepares for and gives direction to certificated substitutes.
5. Arranges for clerical and custodial substitutes.
6. Maintains attendance records for management, certificated and classified staff.
7. Processes and tracks parent volunteer applications.
8. Responsible for the total student body accounting procedures.
9. Supervises students in the office.
10. Schedules appointments with the Institute's administrators.
11. Prepares, transcribes and/or composes letters, reports, newsletters, bulletins, agenda minutes, etc., including materials of a confidential nature pertaining to students and personnel.
12. Receives, opens and routes mail.
13. Coordinates school and community activities held at the site.
14. Maintains correspondence, confidential and other files.
15. May assist teachers in preparation and duplication of instructional materials and records.
16. Collects, reviews and has administration approve time sheets, substitute teacher time sheets, certificated and classified overtime sheets, overage sheets, prep period coverage forms, intervention time sheets, after school food program time sheets, referee time sheets, etc., then forwards these to payroll and/or human resources.
17. Prepares for school events.
18. Works with principal in revising student and teacher handbooks.
19. Receives and accounts for general school budget cash funds.
20. Orders, receives and distributes all school supplies.
21. Channels all maintenance requests and prepares crew day work list.
22. Fills out staff and student accident reports and administers minor first aid to students as needed.
23. Responsible for logging in lunch sales and maintains a current file on free/reduced lunch students.
24. May assist in attendance and counseling areas.
25. Performs all duties and responsibilities in a confidential manner.

26. Processes transportation requests for buses and school vehicles.
27. Issues student work permit applications.
28. Coordinates student testing events in partnership with administration and/or counseling (SBAC/CAASP, ELPAC, ASVAB, etc.).
29. Assists with new student registrations and orientation.
30. Manages Student Master Agreements.
31. Manages student enrollment applications.
32. May coordinate site safety drills and procedures.
33. Maintains regular and prompt attendance in the workplace.
34. Performs other related duties as assigned.

#### EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent required. Two years of increasingly responsible clerical and secretarial experience, preferably to include at least one year of secretarial experience in a school district.

#### SKILLS AND QUALIFICATIONS:

1. Ability to perform responsible secretarial work requiring independent judgment with speed and accuracy.
2. Knowledge of English usage, spelling, grammar, and punctuation.
3. Knowledge of school district programs and procedures.
4. Knowledge of accepted office methods and practices, including filing systems, receptionist and telephone techniques.
5. Ability to take responsibility and use good judgment in recognizing scope of authority.
6. Ability to deal pleasantly and effectively with visitors, both in person and on the telephone.
7. Must have strong organizational skills.
8. Ability to interpret and apply policies, laws, rules, and regulations.
9. Ability to type accurately at a speed of 55 words per minute from clear copy.
10. Knowledge of intermediate computer skills.
11. Ability to maintain cooperative working relationships with those contacted in the course of work.

#### PHYSICAL REQUIREMENTS:

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

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

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with school site staff, students, parents, and the public.

SALARY: Classified-Confidential Range 12

DAYS OF SERVICE: 225

TUSD Board Approved:



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Brian R. Stephens, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** December 16, 2021  
**SUBJECT:** Approve Revised Job Description for Director of Student Services and Curriculum

**BACKGROUND:** The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The Director of Student Services job description was identified as needing revision as part of a Civil Rights Review process. As a result, the job description is being modified to specifically include the essential function of serving as District Title IX Coordinator.

**RATIONALE:** This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** No funding impact.

**RECOMMENDATION:** Approve Revised Job Description for Director of Student Services and Curriculum

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



## TRACY PUBLIC SCHOOLS JOB DESCRIPTION

**POSITION TITLE:** Director of Student Services and Curriculum

**DEPARTMENT:** Educational Services

**POSITION SUMMARY:** The Director of Student Services and Curriculum under the direction of the Associate Superintendent of Educational Services, provides leadership and supervision of the Student Services program, including but not limited to, school attendance, discipline, alcohol and drug abuse prevention and treatment and health services and to K-12 curriculum and instructional programs.

### **ESSENTIAL FUNCTIONS:**

1. Develops, coordinates and supervises District student attendance.
2. Develops discipline programs and services.
3. Provides direction for Health Services and Prevention Services.
4. Interprets and applies laws, rules and District policies relating to Student Services.
5. Develops, recommends and implements policies and procedures regarding attendance, discipline, student progress, student records, and other child welfare and safety issues.
6. Prepares reports and information for the Associate Superintendent for Educational Services and various state and federal agencies.
7. Supervises and coordinates the placement of students and acts on all inter-district and intra-district transfer requests.
8. Serves as the Chairperson of the District Discipline Review Board and presents Findings of Fact to the Board(s) for their review regarding recommended expulsions, and applications for reinstatement.
9. Hears parent complaints and processes appeals with respect to student discipline, student progress, and placement.
10. Assists the Associate Superintendent for Education Services in preparation of long-range planning on the basis of enrollment projections.
11. Serves as the Chairperson for the District School Safety Task Force.
12. Processes and investigates sexual harassment complaints regarding students.
13. Supervises child abuse reporting by District employees as required by law.
14. Writes grants and develops curriculum with respect to established District priorities, giving special emphasis to alternative educational programs and services.
15. Develops, coordinates, implements and supervises summer school.
16. Supervises and coordinates various alternative educational programs and services.
17. Assists in the determination of the educational needs and goals of the community and the school district.
18. Assists with the development of K-12 curriculum including coordination of the District Curriculum Committees.
19. Assists the Associate Superintendent of Educational Services with the establishment of standards of achievement.
20. Coordinates and provides the necessary in-service to implement targeted programs.
21. Serves as the District Title IX Coordinator.

22. Maintains prompt and regular attendance in the workplace.
23. Performs other related duties as assigned.

**EDUCATION AND EXPERIENCE:** Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. Masters Degree and valid Administrative Services credential are required; Doctorate preferred. A Pupil Personnel Services Credential is desirable. Demonstrated successful experience as a school or district administrator with experience in developing and implementing education programs for students in K-12, child welfare and attendance, and school budgeting. Possession of an appropriate California driver's license; have willingness and ability to travel throughout the District.

**SKILLS AND QUALIFICATIONS:**

1. Knowledge of curriculum development and implementation for K-12 educational programs.
2. Knowledge of current trends in education.
3. Knowledge of business and management principles involved in strategic planning, resource allocation, human resource modeling and leadership technique.
4. Knowledge of operating policies, rules and procedures of the school district.
5. Ability to manage educational institutions.
6. Ability to maintain cooperative working relationships with those contacted in the course of work.
7. Ability to communicate effectively, both orally and in writing.
8. Ability to prepare comprehensive reports.
9. Ability to select and manage classified staff with skills and abilities that match District and school needs and enhance program effectiveness.
10. Ability to apply quality management tools to organizational data and make process improvement changes.
11. Strong interpersonal skills.

**PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

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

**WORK ENVIRONMENT:**

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

**SALARY:** Leadership/Management Salary Range 58

**DAYS OF SERVICE:** 225 days

Board Approved: TUSD 9/28/94

Revised: TUSD 1/23/07, 6/13/17