

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

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board:S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.2 Educational Services: | |
| | 3.2.1 Findings of Fact: 21/22#59, 21/22#60, 21/22#61, 21/22#64, 21/22#65, 21/22#66, 21/22#67, 21/22#68, 21/22#69, 21/22#70, 21/22#71, 21/22#72, 21/22#73, 21/22#74 | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Paid Leave of Absence for Certificated Employee #UC-1270, Pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___ | |
| | 3.3.2 Consider Non-Paid Leave of Absence for Certificated Employee #UC-1271, Pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___ | |
| | 3.3.3 Consider Non-Paid Leave of Absence for Certificated Employee #UC-1273, Pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___ | |
| | 3.3.4 Consider Paid and Non-Paid Leave of Absence for Classified Employee #UCL-414, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___ | |
| | 3.3.5 Approve Leave of Absence Requests for Certificated Employees: #UC- | |

1274, #UC1276, #UC1277, #UC1278, #UC1279, #UC1280, #UC1281, #UC1282, #UC1283, #UC1284, #UC1285, #UC1286 and # UC1287
Pursuant to Article XX

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.6 Approve the Non-Reelection of Probationary Certificated Employees: #UC-1288, #UC-1289, #UC-1290, #UC-1291, #UC-1292, #UC-1293, #UC-1294, #UC-1295, #UC-1296, #UC-1297, #UC-1298, #UC-1299, and #UC-1300. Pursuant to Education Code Section 44929.21(b)

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.7 Consider Public Employee/Employment/Discipline/Dismissal/Release

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain ___

3.3.8 Conference with Labor Negotiator

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action on Findings of Fact: 21/22#59, 21/22#60, 21/22#61, 21/22#64, 21/22#65,
3.2.1 21/22#66, 21/22#67, 21/22#68, 21/22#69, 21/22#70, 21/22#71, 21/22#72,
21/22#73, 21/22#74

Action: **Motion** ___; **Second** _____. **Vote:** Yes___; No___; Absent___; Abstain ___

6b Report Out of Action Taken on Consider Paid Leave of Absence for Certificated
3.3.1 Employee #UC-1270, Pursuant to Article XX

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.2 Certificated Employee #UC-1271, Pursuant to Article XX

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6d Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.3 Certificated Employee #UC-1273, Pursuant to Article XX

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6e Report Out of Action Taken on Consider Paid and Non-Paid Leave of Absence
3.3.4 for Classified Employee #UCL-414, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6f Report Out of Action Taken on Approve Leave of Absence Requests for
3.3.5 Certificated Employees: #UC-1274, #UC1276, #UC1277, #UC1278, #UC1279,
#UC1280, #UC1281, #UC1282, #UC1283, #UC1284, #UC1285, #UC1286 and #
UC1287 Pursuant to Article XX

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6g Approve the Non-Reelection of Probationary Certificated Employees: #UC-1288,
3.3.6 #UC-1289, #UC-1290, #UC-1291, #UC-1292, #UC-1293, #UC-1294, #UC-1295,
#UC-1296, #UC-1297, #UC-1298, #UC-1299, and #UC-1300. Pursuant to
Education Code Section 44929.21(b)

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. **Approve Regular Minutes of January 25, 2022.** 1-7
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
- Approve Special Minutes of February 15, 2022.** 8
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent __; Abstain __
8. **Student Representative Reports:** Tracy High: Iliana Cashen; West High: Lilly Banchemo and Kaitlyn Durant; Kimball High: Omed Akbari; and Alternative Ed Campus: Diamond Torio. Middle School Reports: Art Freiler School; Monte Vista Middle School
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Jacobson Elementary 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:**
- 10.1.1** Receive Update on Potential District Expenditures
- 10.2 Educational Services:**
- 10.2.1** Receive Report on Instructional Materials Adoptions 9-10
- 10.2.2** Receive Report on the District Technology Plan Draft 2022-2027 11-12
(Separate Cover Item)
- 10.2.3** Receive Report on the Supplement to the Annual Update to the 2021-22 Local Control Accountability Plan and the Mid-Year Update 13
- 10.2.4** Receive Report on the Supplement to the Annual Update to the 2021-22 Local Control Accountability Plan and the Mid-Year Update for Tracy Independent Study Charter School 14
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
12. **PUBLIC HEARING:** None.
13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__.
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions 15-16
Which Meet the Criteria for Placement on the Consent Agenda

13.1.2	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	17-18
13.1.3	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year	19-20
13.1.4	Approve Accounts Payable Warrants (January 2022) (Separate Cover Item)	21
13.1.5	Approve Payroll Reports (January 2022)	22-26
13.1.6	Approve Revolving Cash Fund Reports (January 2022)	27-28
13.2	Educational Services:	
13.2.1	Approve Contract Services Agreement with Paxton/Patterson College & Career Ready Exploration Labs, Curriculum and Activities Learning System	29-39
13.2.2	Approve Agreement for Contract Services between Thrive Therapeutic Services and Prevention Services Department for the 2021-2022 School Year	40-43
13.2.3	Approve Overnight Travel for the Tracy High School Activities Director And Teachers to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV. On March 2-March 5, 2022	44
13.2.4	Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 5th grade through June 30, 2023	45-47
13.2.5	Approve Air Tutors to Provide Tutoring Services for Students at John C. Kimball High School for Remainder of the 2021-22 School Year	48-53
13.2.6	Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2021-2022 School Year	54-60
13.2.7	Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Long Beach, California, March 23-26, 2022	61-62
13.2.8	Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School	62-67
13.2.9	Approve Overnight Travel for the West High Wrestling Team and Coaches to Attend the State Championships in Bakersfield, Feb. 23-26, 2022	69
13.2.10	Approve Out of State Travel for Kimball High School Activities Director and Bookkeeper to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 2-5, 2022	70
13.2.11	Approve Master Contract (MC) for Nonpublic School, River Bend, for the 2021-2022 School Year (Separate Cover Item)	71
13.3	Human Resources:	
13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	72-74

13.3.2 Approve Classified, Certificated, and/or Management Employment 75-79

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

14.1 Administrative & Business Services:

14.1.1 Ratify Three Year Agreement with ArbiterSports, LLC. 80-82

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

14.1.2 Cast Ballot for CSBA 2022 Delegate Assembly Election 83-85

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

14.2 Educational Services:

14.2.1 Adopt Revised Board Policy and Acknowledge Administrative 86-102
Regulation 6173 Education for Homeless Children (Second Reading)

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

14.2.2 Adopt Revised Board Policy and Acknowledge Administrative 102-124
Regulation 6173.1 Education for Foster Youth (Second Reading)

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

14.2.3 Approve Latino Literacy Project for 6-8 and 9-12 TUSD Schools 126-128

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

14.3 Human Resources

14.3.1 Approve Teacher Intern (IMPACT) Agreement with Teachers College 129-136
of San Joaquin

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

14.3.2 Approve Resolution 21-11, Authorizing Reduction and Elimination of 137-139
Particular Kinds of Service for the 2022-2023 School Year

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

14.3.3 Approve Resolution 21-12, Adopting the Competency Criteria in the 140-142
Case of Certificated Reduction in Force for the 2022-2023 School Year

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

14.3.4 Approve Resolution 21-13, Adopting the Tie-Breaking Criteria in the 143-145
Case of Certificated Reduction in Force for the 2022-2023 School Year

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 March 8, 2022

17.2 March 22, 2022

17.3 April 12, 2022

17.4 May 10, 2022

17.5 May 24, 2022

17.6 June 14, 2022

17.7 June 28, 2022

18. Upcoming Events:

- | | | |
|-------------|-------------------|---------------------------------|
| 18.1 | March 4, 2022 | No School, Board Designated NWD |
| 18.2 | April 15-22, 2022 | No School, Spring Break |
| 18.3 | May 27, 2022 | Last Day of School |
| 18.4 | August 8, 2022 | First Day of School 2022-2023 |

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, January 25, 2022**

- 6:30 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, N. Erskine, Z. Hoffert, L. Souza
Absent: A. Blanco, S. Kaur
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Consider Paid Leave of Absence for
3.3.1 Classified Employee #UCL-412, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-5; No-0; Absent-2(Blanco, Souza)
- Minutes:** 7. **Approve Regular Minutes of January 11, 2022**
Action: Abercrombie, Erskine. **Vote:** Yes-4; No-0 Absent-2(Blanco, Kaur);
Abstain-1(Souza)
- Audience:** B. Ryan, R. Mahiddin, D. Reese, M. Stagnaro, T. Quintana, Z. Boswell, R. Soto, J. Lopez, R. Wasurick, E. Quintana, T. Salinas, M. Petty, B. Browne, B. Gonzalez, S. Hussim, N. Sandoval
- Student Rep Reports:** 8. **Tracy High:** Iliana Cashen reported that in December they had their Winter Formal with the theme "Stary Night". Finals' week was around the corner during the week of December 13th and students finished semester strong. They all needed the winter break. They held a second club rush week in January to give students an opportunity to join one or more of their 50 clubs. Winter sports are back in session. This week is the Hoopla spirit week, and the theme is "Blast off Bulldogs". Activities include Senior night for girls on Wednesday and a boys' game on Friday. Each day will have a special theme. Today was making the galaxy bright and wearing neon or white. There will be no school Friday, but they will still have the Dog Pound for basketball. At half-time, Mr. & Mrs. Bulldog will be announced who are voted on by teachers. Students are excited!
- Trustee Hoffert left the meeting at 7:03 p.m.
Trustee Hoffert returned to meeting at 7:05 p.m.
- West High:** Lilly Banchemo and Kaitlyn Durant reported that they have been working hard during the last 3 months. At the end of October, they paid tribute to Bryan Redman, a former student who passed away in 2019. In his honor, students dressed in his favorite color. On November 1st and 2nd students celebrated the Day of the Dead. There were special performances, dances, decorations, music and art.

The annual canned food drive was held for those in need. The community came together to donate cans. The Class of 2022 is preparing for Grad Night at Disneyland and it has completely sold out. Preparation for the winter formal began in early December. The theme was Fire and Ice. It was refreshing to see everyone dressed up. Boys' varsity soccer is doing well with a recent win against Kimball. It is important that our pack family knows that they are not alone. They dedicated a leadership window to mental health awareness. Students have been preparing for Slam Jam the last few months. The theme was Marvel. Students came dressed for each of the spirit days. They were excited to celebrate at the rally.

Kimball High: Omed Akbari reported that UC applications were due at the end of November. Students are waiting to hear back from colleges. Cash for College workshops were given for students and parents with assistance of counselors. The Medical Academy received a grant for over \$11,500 for supplies, scrubs and other items. The MHSA club hosted a fundraiser, and they had a huge turnout. Local optometrist was the guest speaker who spoke about their daily tasks. They recently had their multi-cultural rally with performances from different clubs who showed their cultures and celebrations. Swoosh Jam will be in February with spirit days, rally and dance. The theme is called "Game On". Each class is a different group with dress up days planned. There will be a black light rally. The Red Cross Club had fundraiser on Jan. 21st with a local restaurant. There will be a blood drive on Jan. 31st. In sports, the Seniors will have nights to remember for their senior nights. They have been busy decorating the stands. Boys' soccer will have a game this Friday and the girls' team will be on next Tuesday. There will be many senior nights over the next few weeks.

Alternative Ed Campus: A representative was unable to attend tonight.

Recognition & Presentations:

9.1 George Kelly School Presentation

Principal, Brittani Ryan and Assistant Roya Mahiddin, along with students, presented a power point on how they foster relationships to support a positive academic learning environment for staff and students. They start their day greeting students and families in the car line. Teachers check in with their students with morning circles and mental health check in. They showed a video clip of students in their morning routines. They have DARE for 5th grade students who participated in a park cleanup. For their canned food drive, students collected 2449 canned goods and 77 toys. As a reward, they participated in a dance and got to spray paint a teacher's hair. STEM units are being implemented working with the ICLE rigor rubric. This has been a great way for students to build repour in the classroom. The Tracy Police Department stopped by to speak with students and show them their drone connecting science to the community. They held their first music concert, attended the play "ELF" at Kimball High and some participated in AgVenture. They also enjoyed holiday drive-by parades. Administration has been fostering relationships through their big brother program. This has helped 4 and 5 graders as leadership students have been mentoring them and are playing games together and having lunch together. Counselors have started groups with Second Step to support SEL. On Wednesdays is "College Wednesday" and that highlight colleges that staff members have attended. The lunch time raffle is also new and students get raffle tickets if they are displaying good character. Students Hitika

Singh and Sunjum Saini spoke about leadership. They help with lunchtime, recycle and give announcements at school. They help with Kindergartners, plan school events and spirit weeks. They thanked staff and the district for their support.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

Lady was asked to leave who wasn't wearing mask

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point which showed there are still several cases however, not as deadly. San Joaquin County has 214 cases per 100,000, however that is now starting to come down. California has 215 per 100,000. We are hoping these numbers continue to fall. Across the nation rapid tests are becoming harder to get. Sometimes we only have PCR tests available. On Feb. 11th and Mar 4th there will be clinics at Central School for vaccines and boosters.

10.2.2 Receive Report from Ryan Wasurick to the Board on Attending and Presenting at the NSTA Portland Regional Conference in Portland, OR on October 27- October 30, 2021

Ryan Wasurick, a physics teacher at Tracy High. He attended and presented some of his work with LLNL to develop more modern, rigorous and relevant curriculum for our students. He has been working on "phone physics" over the past 2 years. He was unanimously accepted to present this at the conference and had the opportunity to present this to over 100 teachers. The presentation was well received, and they spoke with him afterwards and wanted to use his curriculum. He benefited greatly in his classroom by attending also and learned about making notebooks. He enjoyed the workshop and brought it back to his classroom. He also enjoyed other workshops that he brought back to the classroom. He has shared this information with teachers at the other high schools. He also ran the buyback day workshop and teachers were trained by him and the LLNL. The curriculum has been implemented at the middle school level and it worked great.

10.2.3 Receive Report on STEM Implementation in TUSD

Director of STEM, Dean Reese, presented a power point on Prek-12 STEM and AdvanceSTEM which we received an award in October for. Prek-12 was the grant we received from the U.S. Department of Education and funded our development of 52 Prek-12 STEM units and also provided funding to support teachers in the district. Our teachers developed the STEM units. The goal to increase equitable access for all students. He reviewed the Logic Model which starts with 3 key components: Developing and delivering curricular units; providing

field-based learning experiences; and providing teachers with support. We are in year 4 of this 5-year STEM initiative. He reviewed the changes that were proposed to provide rich STEM experiences and the expected outcomes of increased achievement in English, math and science and increased enrollment in IB/AB and A-G courses. He showed a graph of project progression. We are at a mid-way point. Currently we have 12 treatment sites and 5 comparison sites because this is a research grant. This was the first year we brought on 6-12 math and science sites. By the end of the next 2 years, we will have all 17 sites involved. We now have 52 STEM units. Each has engineering, computer science, math, science and literacy connections. There are assessment tools which is helpful for the teachers. For every unit we have purchased materials and supplies for an engineering design challenged provided by the grant. Last year there was development to provide distance learning modifications.

AdvanceSTEM follows on the heels of that grant. We are continuing to provide equitable access to high quality instruction. This has been one of the most challenging years in education. This is centered around developing talent, performance-based awards, increasing workforce diversity in TUSD and increasing STEM achievement and instructional quality. There isn't anything new for teachers to take on but building on what they already are doing. This grant provides a focus for the principal to be the instructional leader. We rely heavily on teacher leaders. The performance-based rewards can be awarded to principals, teachers or ILTs have to be at a treatment site. Awards come from specific categories instructional practices and student achievement. The maximum award for a teacher is \$2500. Partial awards are also given. The Instructional Leadership Teams can also receive an award for instructional practice, student achievement and role fulfillment. The maximum award under this category is \$4000. There is no double dipping and cannot be eligible for both awards. The principal award is based on instructional practice and student achievement. The maximum award for a principal is \$4,000. This grant also targets the increased recruitment of teachers and students of color and female STEM teachers. We are in a launch month right now. In spring there will be CIR walk-through observations for our eligible teachers, implementation of Spring STEM units, district assessments, instructional leadership support, implementation of the principal tool, up to 2 site ERMs per month focused on STEM instruction and student achievement and continued ILT support. The whole goal is to provide success for our teachers and principals which leads to higher quality instruction and student achievement.

10.2.4 Receive Report on Latino Literacy Program

Associate Superintendent of Educational Services, Julianna Stocking, Presented a power point on the Latino Literacy Program. The program goals are to establish and support a family reading routine, improve English language skills and strengthen parent/child interaction. This

program will be implemented in K-5 and K-8 schools. The program includes meeting with parents for 6-10 weeks, class time of 1.5 to 2 hours and parent/guardian participants of 20 per group. She showed a video on the program overview to include parental involvement. The number of ELL's in the country have more than doubled. The Latino Family Literacy Program has books that are bilingual with an engaging story. Parents are taught how to read aloud and establish a home reading routine. Parents are provided an opportunity to practice in a classroom setting before bringing the book home. They are provided with easy tips. Each week, the parent takes a new book home to read with their children and work on a literacy activity. Each teacher receives competency training to understand Latino parents. Staff development will provide online training, remote programs, district training and program materials. She passed out book samples to the Board. This is additional support to target the needs of our diverse community. Online training will be in February or March and will include 2 trainers per site and will work with parent liaisons and library staff for support. This will be accessible for all K-5 and K-8 and we will look to expand to our middle and high schools.

Hearing of Delegations

11. Samantha Naval has 4 kids in Tracy Unified. She demands an end to mask mandate and the upcoming vaccine mandate. She doesn't understand why we are still masking. She feels we need to push back on unconstitutional mandates that are causing harm to students. She feels these are unnecessary. She asked anyone to contact her if they are interested in becoming involved.

Zoho Rajput speaking on behalf of her mother-in-law. She urged the board to review the expulsion and suspension policies. She feels that the District lacks a positive discipline structure and depends on punitive measures. She also believes that TUSD discipline is archaic because they justify student expulsions and suspensions. She wants academic and behavioral interventions interwoven. She made many suggestions such as discipline matrix, restorative justice, information included in handbook and to reengage students. She believes the district discipline are detrimental and ineffective. She also suggested bringing in outside consultants.

Brisa Gonzalez commented that her son was involved in an altercation at West High. She does not deny that or condone it. She is concerned in the way the discipline was handled. She believes the practices are outdated and does not help students succeed. She stated various research regarding being suspended versus keeping them in school. When COVID hit she believes that students are struggling and are not receiving support. She was disappointed that there was not a positive alternative to discipline. She encouraged the Board to consider the outdated practices and how they are not reflective on current research. She also believes that a "one size fits all" approach to discipline is counter productive to student achievement and disproportionately affects students of color or with disabilities.

Ashlee Smead turned in a yellow card but left the meeting when asked to wear a mask.

Public Hearing:

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

- Consent Items:**
- 13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: On all items, except 13.2.3. Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Kaur)
Action on Item 13.2.3. Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-2(Blanco, Kaur)
- 13.1 Administrative & Business Services:**
- 13.1.1** Approve Accounts Payable Warrants (December 2021)
(Separate Cover Item)
- 13.1.2** Approve Entertainment, Assembly, Service, Business and Food Vendors
- 13.1.3** 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
- 13.1.4** Approve Payroll Reports (December 2021)
- 13.1.5** Approve Revolving Cash Fund Reports (December 2021)
- 13.1.6** Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service
- 13.2 Educational Services:**
- 13.2.1** Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter ending January 15, 2022.
- 13.2.2** Approve Overnight Travel for 3 Advisors and 12 Students of West High FFA to Attend the State FFA Leadership Conference in Sacramento, Ca. on March 25-29, 2022
- 13.2.3** Approve all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2020-21 school year
(Separate Cover Item)
- 13.2.4** Approve Tracy Independent Study Charter School (SARC) School Accountability Report Card for the 2020-21 school year
(Separate Cover Item)
- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- Action Items:**
- 14.1 Administrative & Business Services:**
- 14.1.1** Adopt Resolution No. 21-10 to Excuse Meeting Absence of Board Member
Action: Abercrombie, Hoffert. **Vote:** Yes-5; No-0; Absent-2(Blanco, Kaur)
- 14.2 Educational Services:**
- 14.2.1** Adopt Revised Board Policy and Acknowledge Administrative Regulation 6173 Education for Homeless Children (First Reading)

Action: Abercrombie, Erskine. **Vote:** Yes-5; No-0; Absent-1(Blanco, Kaur)
14.2.2 Adopt Revised Board Policy and Acknowledge Administrative Regulation 6173.1 Education for Foster Youth (First Reading)
Action: Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-1(Blanco, Kaur)

Board Reports:

Trustee Souza attended the City's Parks and Rec meeting a few weeks ago. The multi-gen center has been pushed up to get started sooner than later. There is \$22 million that will be dispersed out to multiple projects. Trustee Abercrombie stated that we recently celebrated Martine Luther King, Jr., birthday, who was a great role model and leader. He shared some of his quotes. "Life's most persistent and urging question is what are you doing for others, "Whatever your life's work is, do it well. A man should do his job so well that the living, the dead, and the unborn, could do it no better", and lastly, "Intelligence plus character, that is the goal of true education". Trustee Erskine gave kudos to the students and their advisors who helped with the MLK Day of Service. She should a few pictures of them in action. They worked in collaboration with TUSD who sponsored the lunch. Several district administrators and city officials also attended. Today, she participated in a virtual presentation called "Transformation in Action". This involved a group of youth with diversified backgrounds who joined together for transformation of schools. The emphasis was on a case study called "Nothing About Us, Without Us". She believes that this is a good project that we should look into in support of our youth. It showed how the East Side Union High School in San Jose leveraged student voice to drive a more equitable outcome to achieve the goals of their LCFF. It was good to see youth became active contributors as a driving force. She also stated that there is an increase for African America youth facing a higher rise than normal of depression, anxiety and suicide. It is important for students voices in transformation. Trustee Hoffert thanked all who came out and those who gave presentations. On Thursday January 27th, was International Holocaust Remembrance Day. He stated that our teachers are on a breaking point and feels that in addition to the COLA we should consider giving a bonus to teachers and support staff. He asked to have a discussion on that. Trustee Alexander thanked everyone for coming out tonight. We don't want to close down a meeting for not wearing a mask, so please wear your mask if you come to our meeting. He congratulated Dr. Stephens on his award of Professional of the Year and also congratulated Julianna Stocking. He stated that the MLK Day of Service was attended by many officials. He appreciated TUSD's participation and monetary contribution to the even. Many homeless people were served with clothes, food and other items. They had to transport the items to the park to get to them. He also thanked Audrey Harrison for putting everything together and everyone who participated.

Superintendent Report:

Dr. Stephens thanked everyone for speaking tonight. The last 4 weeks have been challenging. He congratulated West High teacher, Tom Haim, who was chosen as Educator of the Year. We are lucky to have him.

Adjourn: 8:58

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, February 15, 2022**

5:30 PM: 1. President Alexander called the meeting to order and led those present in the Pledge of Allegiance

Roll Call: 2. Board: S. Abercrombie, A. Alexander, N. Erskine, Z. Hoffert
Absent: A. Blanco, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, B. Etcheverry

3. **Closed Session:** Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. After staff Member #UCL-413 addressed the board regarding Item 3.31. the board adjourned to closed session.

4. **Adjourn to Open Session**

6:46 PM 5. **Call to Order**

6. **Closed Session Issues:**

6a 3.3.1 Report Out of Action Taken on Release Probationary Classified Employee #UCL-413 Utility Person II

Action: Motion failed. **Vote:** Yes-2(Abercrombie, Alexander); No-2(Erskine, Hoffert); Absent-3(Blanco, Kaur, Souza)

**Adjourn:
6:47 PM**

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 27, 2022
SUBJECT: Receive Report on Instructional Materials Adoptions

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

In the 2021-22 school year, the Instructional Media Center convened IM adoption committees for TK-5 Science, 6-8 Science, 9-12 Science courses, new elective courses, and established courses needing replacement materials. This report will update the Board on the progress of TK-5 Science, four 9-12 science courses, and two elective courses.

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

Course(s)	Publisher	Program/Title	Copyright
TK-5 Science	Houghton Mifflin Harcourt	California Science Dimensions	2020
9-12 Biology	McGraw Hill	CA Inspire Science	2020
9-12 Chemistry	Accelerate Learning	STEMscopes Chemistry	2022
9-12 Physics	Discovery	Discovery Physics	2022
9-12 Enhanced Physics	Discovery	Discovery Physics	2022
9-12 Ag Food Systems	Cengage Learning	Agriscience Fundamentals and Applications	2015
9-12 Leadership	Triumphant Heart International	Building the World’s Greatest High School Student Leader	2016

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

- Alignment to the standards of that content area
- Instructional methods that actively engage all students at all levels of achievement
- Specific, explicit support for students learning English
- Strong support for required shifts in teachers' instruction aligned to the Framework

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

FUNDING: Funding for the purchase of recommended materials not to exceed \$4,100,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

Prepared by: Debra Schneider, Ph.D.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 21, 2022
SUBJECT: Receive Report on the District Technology Plan Draft 2022-2027

BACKGROUND: The District's Technology Plan duration is for five years, from July 1, 2022 to June 30, 2027. It is aligned with Districts Goals, the District Strategic Plan, Individual School Site Plans, and continues the expansion and foresight of the current Technology Plan Vision. The TUSD Technology Plan is be used for curriculum planning, training, support, and implementation.

The plan was carefully drafted by the district Technology Committee composed of the Associate Superintendent of Educational Services, Director of ISET, Coordinator of ISET, Educational Services Directors, selected Principals and Assistant Principals of various school sites, and Professional Learning Teachers on Special Assignment. After the initial reading of the draft, this plan will be posted on our website for staff and public comment for purposes of transparency.

The technology plan details the vision of how technology supports teaching and learning goals, equity in access for students and staff, methodologies for professional development opportunities, and infrastructure refresh and upgrades to provide a safe and secure technological 1:1 learning environment.

Included in the draft plan is a budget to support innovations on new software platforms, cloud service migrations, hardware and infrastructure updates, e-rate supported network connectivity and equipment, student and staff device refresh in a phased-in approach and classroom technology upgrades.

The draft plan also includes a budget projection of incremental changes in salary and benefits brought about by the increased number of ISET Technicians to support a 1:1 environment. Laptops are placed on a 4-year life cycle end-of-life (EOL) refresh program both for students and staff while network datacenter hardware are placed on a 6-year EOL life cycle upgrade. The draft plan projects acquiring a Learning Management System, additional licenses and services for network security along with cloud migration of existing on-premise services.

RATIONALE: Provide updates to the Board of Education regarding technology in the District. This agenda item is a report regarding planned updates to the District's Technology Plan.

FUNDING: There is no cost associated with this Agenda Item.

RECOMMENDATION: Receive Report on the District Technology Plan Draft 2022-2027.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 4, 2022
SUBJECT: **Receive Report on the Supplement to the Annual Update to the 2021-22 Local Control Accountability Plan and the Mid-Year Update**

BACKGROUND: California’s 2021–22 Budget Act, the Federal American Rescue Plan Act of 2021, and other State and Federal Relief Acts have provided Local Educational Agencies (LEAs) with an increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic, and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021–22 LCAP on or before February 28, 2022, at a regularly scheduled meeting of the Governing Board or body of the LEA. At this meeting, the LEA must include updates on all of the following:

- The Supplement to the Annual Update for the 2021–22 LCAP (2021–22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021–22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021–22 LCAP. The 2021–22 Supplement is considered part of the 2022–23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP.

RATIONALE: In order to meet these new State and Federal reporting requirements, the Mid-Year Update and the Supplement to the Annual Update to the 2021-2022 LCAP Plans are both attached to this Agenda Item for informational purposes. This agenda item directly supports and funds District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, Goal # 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential, and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost associated with this Agenda Item

RECOMMENDATION: Receive Report on the Supplement to the Annual Update to the 2021-22 Local Control Accountability Plan and the Mid-Year Update.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 4, 2022
SUBJECT: Receive Report on the Supplement to the Annual Update to the 2021-22 Local Control Accountability Plan and the Mid-Year Update for Tracy Independent Study Charter School

BACKGROUND: California's 2021-22 Budget Act, the Federal American Rescue Plan Act of 2021, and other State and Federal Relief Acts have provided Local Educational Agencies (LEAs) with an increase in funding to support students, teachers, staff, and their communities in recovering from the COVID-19 pandemic, and to address the impacts of distance learning on students. Section 124(e) of Assembly Bill 130 requires LEAs to present an update on the Annual Update to the 2021-22 LCAP on or before February 28, 2022, at a regularly scheduled meeting of the Governing Board or body of the LEA. At this meeting, the LEA must include updates on all of the following:

- The Supplement to the Annual Update for the 2021-22 LCAP (2021-22 Supplement);
- All available mid-year outcome data related to metrics identified in the 2021-22 LCAP; and
- Mid-year expenditure and implementation data on all actions identified in the 2021-22 LCAP. The 2021-22 Supplement is considered part of the 2022-23 LCAP for the purposes of adoption, review, and approval, and must be included with the LCAP.

RATIONALE: In order to meet these new State and Federal reporting requirements, the Mid-Year Update and the Supplement to the Annual Update to the 2021-2022 LCAP Plans are both attached to this Agenda Item for informational purposes. This agenda item directly supports and funds District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, Goal # 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost associated with this Agenda Item

RECOMMENDATION: Receive Report on the Supplement to the Annual Update to the 2021-22 Local Control Accountability Plan and the Mid-Year Update for Tracy Independent Study Charter School.

Prepared by: Zachary Boswell, Director of Curriculum and Accountability, Tracy Unified School District.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: February 7, 2022
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
FEBRUARY 22, 2022
SUMMARY OF SERVICES

A. Vendor: Dude Solutions
Sites: District-wide
Item: Contract
Services: Dude Solutions will replace the Districts existing asset management software; providing a more efficient tool to manage and maintain all District assets and facilities, streamline work orders and tasks for maintenance and technology and for planning and scheduling preventive maintenance.
Cost: Initial Cost \$7,898.00. Annual Renewal < \$28,100.00.
Project Funding: General Fund

B. Vendor: Varsity Branding/BSN Sports
Sites: Tracy Independent Study Charter School
Item: Purchase Order
Services: Varsity Branding will provide a collaborative design of school logos and mascots. Package to include 1 mascot with 3 word marks.
Cost: \$7,500.00
Project Funding: General Fund

B. Vendor: Crown Castle
Sites: District-wide
Item: Order Renewal – 36 Month Term
Services: Crown Castle provides wide area network fiber connections throughout the District.
Cost: < \$100,000.00 annually
Project Funding: Erate and General Fund

C. Vendor: MBS Engineering, Inc
Sites: Williams Middle School
Item: Purchase Order/Contract
Services: Preform gasline investigation work, remove and replace existinge underground gas line system.
Cost: \$200,000 (NTE)
Project Funding: Def. Maintenance (Fund 14)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: February 1, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Hirsch Elementary School:

1. Tracy Unified School District/Hirsch Elementary School: From the Wanda Hirsch Parent Teacher Organization (PTO) for the amount of \$946.00 (ck. #1635 - \$451.00, #1636 - \$495.00). This donation will be used towards paper and copy expenses.

Kimball High School:

2. Tracy Unified School District/Kimball High School: From the Kimball High School Athletic Booster Club for the amount of \$830.00 (ck. #5984). This donation will be used towards supplies needed for Kimball High School's boys soccer teams.
3. Tracy Unified School District/Kimball High School: From the Kimball High School Athletic Booster Club for the amount of \$13,280.56 (ck. #5986). This donation will benefit Kimball High School's football teams.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy Hills Holding Co. for the amount of \$500.00 (ck. #3371). This donation will benefit Tracy High School's Associate Student Body.
2. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lion's Club for the amount of \$4,886.20 (ck. #1523). This donation stems from proceeds

earned at the Tom Hawkins Basketball Tournament and it will benefit Tracy High School's girls basketball program.

West High School:

1. Tracy Unified School District/West High School: From Commercial Maintenance & Renovation, Inc. for the amount of \$1,000.00 (ck. #4050). This donation will go towards the purchase of gear and uniforms for West High School's boys volleyball teams.
2. Tracy Unified School District/West High School: From Pallet Recovery Services, Inc. for the amount of \$500.00 (ck. #23369). This donation will go towards the purchase of Polo shirts for the West High School boys volleyball teams.

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: January 24, 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>



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: February 3, 2022
SUBJECT: Approve Accounts Payable Warrants (January 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (January 2022).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: February 3, 2022
SUBJECT: Approve Payroll Reports (January 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (January 2022).

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

Pay Date 01/10/2022

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
01	1100	499,415.41	Teachers' Salaries
	1200	1,355.94	Cert Pupil Support Salaries
	1300	375.00	
	1900	1,350.63	Other Certificated Salaries
	2100	22,712.17	Instructional Aides' Salaries
	2200	127,823.15	Classified Support Salaries
	2300	0.00	
	2400	13,411.52	Clerical & Office Salaries
	2900	10,286.36	Other Classified Salaries
	Total Labor	676,730.18	
01	SACS Object	Amount	
	3101	65,064.60	STRS On 1000 Salaries
	3201	966.81	PERS On 1000 Salaries
	3202	5,399.83	PERS On 2000 Salaries
	3301	8,908.42	
	3302	11,296.01	
	3501	2,512.74	State Unemploy On 1000 Salary
	3502	871.10	State Unemploy On 2000 Salary
	3601	8,606.69	Worker'S Comp Ins On 1000 Sal
	3602	2,984.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	106,610.43	
09	SACS Object	Amount	
	2400	1,651.24	Clerical & Office Salaries
	Total Labor	1,651.24	
09	SACS Object	Amount	
	3202	180.48	PERS On 2000 Salaries
	3302	84.87	
	3502	8.26	State Unemploy On 2000 Salary
	3602	28.28	Worker'S Comp Ins On 2000 Sal
	Total Contributions	301.89	
11	SACS Object	Amount	
	1100	12,517.48	Teachers' Salaries
	2100	985.49	Instructional Aides' Salaries
	Total Labor	13,502.97	
11	SACS Object	Amount	
	3101	1,546.38	STRS On 1000 Salaries
	3202	225.79	PERS On 2000 Salaries
	3301	181.51	
	3302	75.40	
	3501	62.61	State Unemploy On 1000 Salary
	3502	4.92	State Unemploy On 2000 Salary
	3601	214.41	Worker'S Comp Ins On 1000 Sal
	3602	16.88	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,327.90	

Fund	12	SACS Object	Amount	
		1100	180.60	Teachers' Salaries
		2100	1,456.06	Instructional Aides' Salaries
		Total Labor	1,636.66	

Fund	12	SACS Object	Amount	
		3101	30.56	STRS On 1000 Salaries
		3102	8.41	STRS On 2000 Salaries
		3202	17.87	PERS On 2000 Salaries
		3301	2.62	
		3302	45.16	
		3501	0.90	State Unemploy On 1000 Salary
		3502	7.29	State Unemploy On 2000 Salary
		3601	3.09	Worker'S Comp Ins On 1000 Sal
		3602	24.94	Worker'S Comp Ins On 2000 Sal
		Total Contributions	140.84	

Fund	13	SACS Object	Amount	
		2200	15,930.63	Classified Support Salaries
		2300	0.00	
		Total Labor	15,930.63	

Fund	13	SACS Object	Amount	
		3202	1,232.43	PERS On 2000 Salaries
		3302	806.83	
		3502	79.71	State Unemploy On 2000 Salary
		3602	272.87	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,391.84	

ESCAPE **ONLINE**

Pay Date 01/31/2022

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	5,057,408.87	Teachers' Salaries
		1200	491,365.34	Cert Pupil Support Salaries
		1300	577,085.71	Cert Suprvsrs' & Admins' Sal
		1900	144,460.58	Other Certificated Salaries
		2100	435,311.39	Instructional Aides' Salaries
		2200	895,666.84	Classified Support Salaries
		2300	209,030.74	Class Suprvsrs' & Admins' Sal
		2400	535,350.58	Clerical & Office Salaries
		2900	42,294.50	Other Classified Salaries
		Total Labor	8,387,974.55	
Fund	01	SACS Object	Amount	
		3101	1,024,113.46	STRS On 1000 Salaries
		3102	8,996.43	STRS On 2000 Salaries
		3201	32,298.29	PERS On 1000 Salaries
		3202	459,187.81	PERS On 2000 Salaries
		3301	92,270.23	
		3302	150,586.30	
		3401	625,236.65	
		3402	286,494.04	
		3501	31,351.53	State Unemploy On 1000 Salary
		3502	10,573.30	State Unemploy On 2000 Salary
		3601	107,397.68	Worker'S Comp Ins On 1000 Sal
		3602	36,271.26	Worker'S Comp Ins On 2000 Sal
		3701	77,848.61	
		3702	35,838.60	
		Total Contributions	2,978,464.19	
Fund	09	SACS Object	Amount	
		1100	75,275.66	Teachers' Salaries
		1200	924.46	Cert Pupil Support Salaries
		1300	4,222.63	Cert Suprvsrs' & Admins' Sal
		2400	5,934.21	Clerical & Office Salaries
		Total Labor	86,356.96	
Fund	09	SACS Object	Amount	
		3101	13,607.57	STRS On 1000 Salaries
		3202	1,359.53	PERS On 2000 Salaries
		3301	1,084.13	
		3302	454.23	
		3401	7,274.43	
		3402	627.48	
		3501	402.11	State Unemploy On 1000 Salary
		3502	29.68	State Unemploy On 2000 Salary
		3601	1,377.47	Worker'S Comp Ins On 1000 Sal
		3602	101.65	Worker'S Comp Ins On 2000 Sal
		Total Contributions	26,318.28	

Fund	11	SACS Object	Amount	
		1100	11,599.20	Teachers' Salaries
		1200	8,679.59	Cert Pupil Support Salaries
		1300	11,520.83	Cert Suprvsrs' & Admins' Sal
		2100	5,576.91	Instructional Aides' Salaries
		2400	9,517.07	Clerical & Office Salaries
		Total Labor	46,893.60	

Fund	11	SACS Object	Amount	
		3101	5,380.50	STRS On 1000 Salaries
		3202	3,458.06	PERS On 2000 Salaries
		3301	429.62	
		3302	1,099.01	
		3401	2,139.66	
		3402	2,461.48	
		3501	158.99	State Unemploy On 1000 Salary
		3502	75.50	State Unemploy On 2000 Salary
		3601	544.67	Worker'S Comp Ins On 1000 Sal
		3602	258.52	Worker'S Comp Ins On 2000 Sal
		Total Contributions	16,006.01	

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

Fund	12	SACS Object	Amount	
		3101	374.74	STRS On 1000 Salaries
		3102	452.39	STRS On 2000 Salaries
		3202	2,835.30	PERS On 2000 Salaries
		3301	28.96	
		3302	1,111.63	
		3401	196.08	
		3402	1,481.33	
		3501	11.07	State Unemploy On 1000 Salary
		3502	100.70	State Unemploy On 2000 Salary
		3601	37.93	Worker'S Comp Ins On 1000 Sal
		3602	345.02	Worker'S Comp Ins On 2000 Sal
		Total Contributions	6,975.15	

Fund	13	SACS Object	Amount	
		2200	136,255.19	Classified Support Salaries
		2300	38,520.72	Class Suprvsrs' & Admins' Sal
		2400	18,359.72	Clerical & Office Salaries
		Total Labor	193,135.63	

Fund	13	SACS Object	Amount	
		3202	38,812.07	PERS On 2000 Salaries
		3302	13,367.04	
		3402	16,736.04	
		3502	965.65	State Unemploy On 2000 Salary
		3602	3,308.03	Worker'S Comp Ins On 2000 Sal
		Total Contributions	73,188.83	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: February 3, 2022
SUBJECT: Approve Revolving Cash Fund Reports (January 2022)

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

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

FUNDING: N/A.

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

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

02/01/22

TUSD
REVOLVING CASH FUND
January 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
01/03/2022	9773	DEPARTMENT OF PESTICIDE RE...	MARK MINTEN QAC B 147545	
			REQ22-01988 01-8150-0-0000-8110-5800-800-...	-90.00
TOTAL				-90.00
01/14/2022	9774	FORTUNA UNION HIGH SCHOOL ...	2022 Cooperating Teacher Conference- Marl...	
			01-0965-0-6174-2140-5200-700-2962	-290.00
TOTAL				-290.00
01/14/2022	9775	U.S. POSTAL SERVICE	PO22-00374 POSTAGE FOR HR	
			01-0000-0-0000-7400-5900-810-8001	-200.00
TOTAL				-200.00
01/14/2022	9776	CALIFORNIA SCHOOL LIBRARY ...	PO22-01919 Con22 Full Virtual Conf. Debra S...	
			01-3212-0-1110-2420-4300-800-2602	-186.06
TOTAL				-186.06
01/24/2022	9777	TOGO'S	PO22-00689 1/25/2022	
			01-0000-0-0000-7150-4300-810-1001	-90.00
TOTAL				-90.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 8, 2022
SUBJECT: **Approve Contract Services Agreement with Paxton/Patterson College & Career Ready Exploration Labs, Curriculum and Activities Learning System**

BACKGROUND: WIN Time^{Plus} is for all Alternative Education Students to assist with re-engagement by creating relevant activities focused on college and career options to improve behavioral engagement through social development; and emotional engagement through personal development. WIN Time^{Plus} is available for students after school four days a week. After surveying students regarding WIN Time activities, interests in post high school career opportunities were at the top. Paxton/Patterson provides career exploration labs consisting of hands-on activities with expendables, access to the Paxton/Patterson virtual Learning Management System (LMS), teacher professional development and assistance with installation and best classroom set-up.

RATIONALE: This aligns with Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups.

FUNDING: The Alternative Education Site (Stein High School, Duncan Russell Community Day School, and the Tracy Young Adult Program) Licenses will be paid out of the Extended Learner Opportunity Grant and MAA funds from Stein High School and Duncan Russell Community Day School, not to exceed \$19,000 for access through February 2023.

RECOMMENDATION: Approve Contract Services Agreement with Paxton/Patterson College and Career Ready Exploration Labs, Curriculum and Activities Learning System through February 2023.

Prepared by: Mrs. Traci L. Mitchell, Stein High and Duncan Russell Community Day School Principal.

PAXTON/PATTERSON

4141 W. 126th St., Alsip, IL 60803
 Phone: 877-243-8763 FAX: 708-594-1907

DATE: 12/13/21
 Quote is valid for 90 days

TOTAL INVESTMENT SUMMARY

George & Evelyn Stein High School
 650 W. 10th St. Tracy, CA 95376
 Tracy Unified School District Alt Ed

Description	Investment
College and Career Ready Lab	13,775.00
College and Career Ready Expendables	262.10
SPECIAL 1 yr 72-0600 Paxton Content Learning Management System (see PCLMS tab)	800.00
Estimated Sales Tax	1,333.52
Installation	1,400.00
Teacher Professional Development	1,400.00
Investment Summary Total	\$18,970.62

District Provided Windows Computers	1
District Provided Other Devices (i.e. Chromebooks)	9
District Provided iPads	0

TERMS AND CONDITIONS

Prices quoted include delivery charges and estimated local tax if applicable. Actual sales tax should be added to your purchase order since they sometimes vary for state, city & county tax rates.

- Please note: Installation and Teacher Professional Development are non-taxable items

Payment Terms: Net 30 days from date of invoice. Check payment should be sent to remit to address on the invoice, credit card payments will not be accepted.

Quote is valid for 90 days.

PAXTON/PATTERSON

4141 W. 126th Street, Alsip, IL 60803
(800) 631-0158

George & Evelyn Stein High School
650 W. 10th St. Tracy, CA 95376
Tracy Unified School District Alt Ed

One-Year Warranty Terms

Valued Customer:

Thank you for purchasing a Paxton/Patterson learning system. Your purchase includes warranty protection from defects in materials and workmanship when the learning system is used under appropriate educational conditions.

Key aspects of the warranty are:

- Your warranty period starts when your lab is installed and ends one year later.
- Equipment which does not perform properly will be repaired or replaced with a new or remanufactured product. The replacement or repaired equipment remains under warranty for the balance of the original warranty period.
- If there are any integrated instructional unit guidebook pages which we modify due to an inaccuracy preventing student learning, those pages will immediately be reprinted and mailed to you.
- Please contact our learning systems technical support staff at 800.631.0158 for equipment matters.

Technical Support:

- Your lab instructor will participate in our four step professional development program, Register, Complete Online Lessons, 4 hour On-Site Support Session and Attend Regional Workshop(optional).
- Should your instructor have questions about the learning system after completing professional development, our technical support staff is available Monday – Friday 7:00am to 5:00pm central time. If needed our staff can also be available by appointment at other times to provide technical support to your instructor. Except in unusual situations, technical support can be quickly and conveniently accessed via telephone, email and use of our “desktop streaming” support technology.
- We have consistently found that when an additional instructor is assigned to a lab or a new instructor is hired to replace the instructor who had completed professional development, the new instructor definitely needs to complete professional development just as your first instructor did. New instructors need considerably more formal training to effectively use the learning system lab than our tech support staff can provide via telephone.

Exclusions to this warranty include: (a) consumable materials like paints and finishes, batteries, sanding materials and worksheets, (b) failure caused by misuse or accidents, (c) theft or “mysterious” disappearance, (d) normal wear and tear on guidebooks, textbooks, videos and other printed materials, and (e) damaged or lost computer software – CDs and diskettes. In conformity with your district's copyright law compliance policy we recommend that back-up copies be made of all computer software (CDs) exclusively for use in the learning system covered by this warranty.

Best regards,
Nate Schuessler
President

PAXTON/PATTERSON

4141 W. 126th St., Alsip, IL 60803
Phone: 877-243-8763 FAX: 708-594-1907

George & Evelyn Stein High School
650 W. 10th St. Tracy, CA 95376
Tracy Unified School District Alt Ed
DATE: 12/13/21

PAXTON/PATTERSON (PP) LEARNING SYSTEMS CONTENT DELIVERY

PP will provide the Paxton Content Learning Management System for 12 months with a service start date to be set after installation by PP.

During the 12 months PP will:

- Provide access to Learning System content from modern browsers.
- Provide updates to Learning System content and to the Paxton Content Learning Management System.

During the 12 months it is likely that some 3rd party providers of equipment, software, and licensed assets included in your original purchase will upgrade their products. It is impossible to predict the scope of these potential future upgrades by 3rd party sources, therefore PP has not "built in" any costs for those items in the original purchase prices.

- PP will advise you well in advance of the upgrade potentials being available, advising you of how the upgrade will enhance student learning and the costs of the upgraded equipment, software and/or licensed assets.
- Most importantly, no purchase of upgraded equipment, software or licensed assets will be required at any time during the 12 months – because the PP learning system originally purchased will be supported during the entire 12 months.
- The only time that it may be necessary to upgrade equipment, software or licensed assets is if your school chooses to upgrade to a newer operating system that is not compatible with the originally purchased 3rd party equipment, software, or licensed assets.

PAXTON/PATERSON

4141 W. 126th St., Alsip, IL 60803

Phone: 877-243-8763 FAX: 708-594-1907

George & Evelyn Stein High School

Investment Projection

DATE: 12/13/21

Installation & Professional Development

Qty	Stock No	Description	Explanation	Price	Extension
1	64-3440	Installation for less than full labs	each classroom	1,400.00	1,400.00
1	64-3449	Professional Development, Blended	Each Teacher	1,400.00	1,400.00
Installation & Professional Development Total					2,800.00

PAXTON/PATTERSON

4141 W. 126th St., Alsip, IL 60803
 Phone: 877-243-8763 FAX: 708-594-1907

George & Evelyn Stein High School
 Investment Projection
 DATE: 12/13/21

College & Career Ready Labs







Start with these for Distance Learning






Unit Name	Qty	Stock No	Price	Extension	Career Clusters
Computer Graphics & Game Development	1	72-3548	2,795.00	2,795.00	Arts/AV/Communications
Design & Marketing	1	72-5501	2,895.00	2,895.00	Marketing/Sales/Service
Intro to Child Development	1	72-5506	2,395.00	2,395.00	Human Services
Intro to Culinary Arts	1	72-5500	3,995.00	3,995.00	Hospitality & Tourism
Personal Finance	1	72-5503	1,695.00	1,695.00	Finance
Distance Learning I & II (45 hours of instruction)	1		No Charge	No Charge	
Total # Units		5	Total		13,775.00

Total # Students Served 10

All College and Career Ready Units require a networked printer for general printing.

George & Evelyn Stein High School
 650 W. 10th St. Tracy, CA 95376
 Tracy Unified School District Alt Ed
 DATE: 12/13/21

ICON LEGEND			
	Running Water		Whole Class
	Dirty		Software
	Supervision		Addl Requirements

QTY.	Unit Name	Stock No.	Requirements				Rec. Space	Career Clusters
1	Computer Graphics & Animation	72-3548					6 ft	Arts/AV/Communications
1	Design & Marketing	72-5501					6 ft	Marketing/Sales/Service
1	Intro to Child Development	72-5506					6 ft	Human Services
1	Intro to Culinary Arts	72-5500					6 ft	Hospitality & Tourism
1	Personal Finance	72-5503					6 ft	Finance

PAXTON/PATTERSON

4141 W. 126th St., Alsip, IL 60803

Phone: 877-243-8763 FAX: 708-594-1907

George & Evelyn Stein High School

Investment Projection

DATE: 12/13/21

of periods 1

of years 1

College & Career Ready Lab Expendables

Qty	Stock #	Description	Qty required ea. class per year	UOM	Price	Extension
Computer Graphics & Game Design: no expendables required						
Design & Marketing						
25	32-5062	Board, Railroad, White, 22"x28"	25	EA	1.61	40.25
16	76-0069	Board, Foam, White, 30"x40"x3/16"	16	EA	8.80	140.80
					Module Total	181.05
Intro to Child Development						
25	32-5062	Board, Railroad, White, 22"x28"	25	EA	1.61	40.25
3	86-0044	Face-Shield, Manikin, CPR Practice	3	PK/10	4.10	12.30
					Module Total	52.55
Intro to Computer Science: no expendables required						
Intro to Culinary Arts						
1	86-0498	Gloves, Disposable, Nitrile, Medium	1	BX/C	28.50	28.50
					Module Total	28.50
Personal Finance: no expendables required						
College and Career Ready Expendables Total						262.10

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 Paxton/Patterson, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide college and career ready exploration labs, including access to the Paxton Content Learning Management System (12 months) , installation and teacher professional development. The college and career ready exploration labs are: Computer Graphics & Game Development, Design and Marketing, Intro to Child Development, Intro to Culinary Arts and Personal Finance.

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 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Stein High School.

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

- a. District shall pay \$18,970.62 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$18,970.62. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] 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 3/1/2022, and shall terminate on 2/28/2023.

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, Julianna Stocking , at (209) 830-3202 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:

Roland R. Johnson, Jr. Mr.
 Contractor Signature Title
 33-1084590
 IRS Identification Number
 Vice President
 Title
 4141 W 126th ST
 Address
 Alsip, IL 60803
 February 1, 2022

 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: January 21, 2022
SUBJECT: Approve Agreement for Contract Services between Thrive Therapeutic Services and Prevention Services Department for the 2021-2022 School Year

BACKGROUND: The Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges. With a growing number of students experiencing housing insecurity, social and emotional interventions in the school setting are crucial now more than ever. Research has shown that students experiencing extreme chaos and trauma, particularly students faced with housing instability, require a higher level of care. Thrive Therapeutic Services will serve as an itinerant counseling service for this specific student population across the district.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Thrive Therapeutic services to provide school-based mental health counseling and serve as an itinerant tier 3 service across the school district, primarily focusing on students experiencing housing insecurity and in need of a higher level of care. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all pupils for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports; Action: 36: Intervention – Foster/Homeless Support.

FUNDING: The total cost for Thrive Therapeutic Services will not exceed \$45,900.00. Services will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Thrive Therapeutic Services and Prevention Services Department for the 2021-2022 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Thrive Therapeutic Services, 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: To serve as an itinerant school-based mental health provider and provide tier 3 counseling services to high risk students, particularly homeless and foster youth, across TUSD. A monthly mental health referral log and student logs will be submitted with monthly invoices. Providers must be all licensed clinicians.

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 510 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$ 90.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 45,900.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 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, Deidre Hill-Valdivia, at (209) 830-3218 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: January 24, 2022
SUBJECT: **Approve Overnight Travel for the Tracy High School Activities Director And Teachers to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV. On March 2- March 5, 2022**

BACKGROUND: CADA conference is a 60-year-old vehicle which is dedicated to the promotion of enthusiastic and motivational leadership concepts. Their stated goal this year is to contribute to our leadership journey by providing empowering, passionate, inspiring, and empower our activities and the culture of our school. Three employees from Tracy High will be attending this conference, Cameron Chitwood (Activities Director), Joshua Gomez-Zavala (teacher), and Jacob Cortez (teacher). They will drive personal vehicles to the conference and stay at the Grand Sierra Resort. This agenda item was originally scheduled for the board meeting of February 8, 2022, which was cancelled. Financial arrangements were made prior to the February 22nd meeting in order to maintain the current reservations.

RATIONALE: The activities director and teachers will learn how to use fun leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a culture of good clean fun at the high school level. The conference also has sessions on how to work hand in hand between activities, athletics, and administration to further this cause and provides training on FCMAT compliance. This aligns with Strategic Goal#1 Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and /or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The costs will not exceed \$9,500.00, which includes lodging, transportation, meals, and registration. Tracy High site funds will pay all expenses incurred for this conference.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Activities Director And Teachers to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV. On March 2- March 5, 2022

Prepared by: Mr. Jason Noll, Tracy High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 20, 2022
SUBJECT: **Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 5th grade through June 30, 2023**

BACKGROUND: On December 19, 2019 the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School (TISCS). In response to AB 130 and in response to community demand, Tracy Charter School was expanded into a K-12 school in 2021. Pathblazer, through Edgenuity, was adopted at this time as an online curriculum component for K-5 students. It has been determined by the teaching staff and administration that a more robust K-5 online curriculum is needed for K-5 students at Tracy Charter School. Genius K-5, through Edgenuity, is the most comprehensive K-5 curriculum offered by Edgenuity. The courses include math, language arts, science, music and art. It is a full curriculum that can be modified by the teacher. Tracy Charter teachers are in support of adopting this curriculum through the end of 2022-2023 to better meet the needs of independent study K-5 students.

RATIONALE: Our Tracy Charter teachers vetted the online program and determined it would meet the needs of independent study K-5 students at our school. We have a current agreement with Edgenuity for grades 6-12, and we have found this to be a successful program. The program will allow our students greater access to standards-based instruction, and will allow our teachers to better assess student progress toward district goals. The platform provides resources to help schools meet the needs of all students, including those who are English Learners, have IEPs or 504 plans, or those who require special accommodations or modifications.

After investigating the Genius K-5 curriculum, 100% of the K-5 teachers agreed in a survey that they would like to adopt this curriculum. Edgenuity has agreed to start access to this service immediately once a contract has been approved, waiving the fee for the current school year. Teacher and staff training will also be provided. This Agreement will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Tracy Independent Study Charter School Licenses will be paid out of the Charter School funds, not to exceed \$63,090 for access through June 30, 2023.

RECOMMENDATION: Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to Tracy Independent Study Charter School for Kindergarten – 5th grade through June 30, 2023.

Prepared by: Dr. Zachary Boswell, Director of Curriculum and Accountability.



Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Date 1/13/2022
Quote No. 232930
Acct. No. 03:tr:CA:12214869
Total \$63,090.00
Pricing Expires 4/13/2022

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376

Payment Schedule	Contract Start	Contract End
Genius K-5 Buzz Billing details: The district will commit to a specific license quantity to start (102) and we'll debit billings against that amount. Once the initial purchase of semester licenses have been exhausted, we will invoice based on actual usage (grades k-5=\$545.00 per semester license). The semester license charge is for an 18 week use period of time within the contract dates (non-reusable). This allows flexibility for students to enroll at different times throughout the contract dates.	2/1/2022	6/30/2023

Site	Description	Comment	End Date	Qty	Amount
	Elementary Single User (Content only) - One Semester (18 week), up to 6 courses. Includes all Workbooks (non-refundable, 4 core courses) (14 day drop/add grace period)		06/30/2023	102	\$55,590.00
	Genius Integration for IS Implementation		06/30/2023	1	\$2,500.00
	IS Professional Development Essentials - Access to asynchronous training video library, Virtual School Resources, live and asynchronous options. Up to 6 ISPD Webinars OR 2 onsite days		06/30/2023	1	\$5,000.00
1. Tracy Independent Study Charter School					

Subtotal \$63,090.00
Total \$63,090.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

Tracy Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Jesse Tafolla
Account Executive
Cell: 530-760-7043
EMAIL: jesse.tafolla@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 26, 2022
SUBJECT: Approve Air Tutors to Provide Tutoring Services for Students at John C. Kimball High School for Remainder of the 2021-22 School Year

BACKGROUND: Air Tutors is an online tutoring platform that has been in business for five years. Tracy Independent Charter School will also be using them. Air Tutors has partnered with many other school districts since the pandemic began to help address learning loss.

RATIONALE: The purpose of the request is to establish a partnership between Air Tutors and John C. Kimball High School for the remainder of the 2021-22 school year in order to provide intervention services to students who are failing core classes with D's and F's. Air Tutors will allow students to receive online tutoring after school between the hours of 4:00 and 10:00 p.m. in groups of no more than five students in any language. The goal of the partnership is to provide assistance to students who have fallen behind in their studies due to learning gaps created during instructional shifts throughout the COVID pandemic.

FUNDING: The cost of \$85,000 for this program will be funded by ELOG funds provided to Tracy Unified School District for the purpose of implementing the initiative Charter Intervention.

RECOMMENDATION: Approve Air Tutors to Provide Tutoring Services for Students At John C. Kimball High School for Remainder of the 2021-2022 School Year.

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



AirTutors

**AIR TUTORS
CONTRACT FOR SERVICES AGREEMENT**

This Air Tutors Contract for Services Agreement (the “Agreement”) made this December 2021 (“Effective Date”), by and between Air Tutors, LLC (“Air Tutors”), John C. Kimball High School (the “School”), (collectively “the Parties”).

(1) Statement of Services

(a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors’ services.

(b) Scope of Work.

i) Accelerated Learning Outcomes

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the School (the “Services”).

Air Tutors will create small online learning communities throughout the School that are designed to reinforce current classroom topics through highly innovative small group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located School-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The School will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student’s native language. Air Tutors will get to know each student’s unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and

phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the School's entire course catalogue in, but not limited to, the following areas of study: Elementary school math, elementary school reading and fluency, executive functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, AP Calculus AB, AP Calculus BC, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, AP Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, AP Environmental Science, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, AP European History, Economics, AP Government, AP Economics, Human Geography, AP Human Geography, Introduction to Law, American Foreign Policy, Modern World History, Honors Modern World History, Introduction to Psychology, AP Psychology, U.S. History Honors, U.S. History, AP U.S. History, Music Theory, AP Music Theory, Creative Writing, English K-12, Honors English 9-11, AP English Literature, Chinese (Mandarin) 1-4, AP Chinese Language & Culture, French 1-4, AP French, Latin 1-4, Spanish 1-4, Honors Spanish Speakers, AP Spanish Literature, SAT English, SAT Math, ACT English, ACT Math.

The School is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors's time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the School will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the School will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the School's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the School requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = \$100.00

The total budget for Services rendered pursuant to this contract is not to exceed \$85,000.00.

If this agreement is terminated by either party, the School shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The School agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the School, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the School hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the School on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30th, 2022. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and School representative Maureen Riley.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the School.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE School'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

Customer's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by Customer without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

This Agreement shall be governed by the laws of the State of California.

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

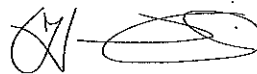
(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

AIR TUTORS, LLC

DATED 12/09/2021



By: Hasan Ali, CEO

JOHN C. KIMBALL HIGH SCHOOL

DATED _____

By: Maureen Riley, Assistant Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 26, 2022
SUBJECT: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2021-2022 School Year

BACKGROUND: Sow A Seed Community Foundation has been providing intervention services for young men and women in the community of Tracy for several years focused on student social and academic success. Students witness the struggles their families face, both economic and personal. Given the current social and economic needs of students due to the pandemic, Sow A Seed Counseling Services will provide an effective intervention for Kimball High School students.

RATIONALE: Sow A Seed Community Foundation provides mentors who are positive role models and who can guide young people to envision a brighter future for themselves by the choices they make today. This year, Sow A Seed Community Foundation can fill a void by offering mentors and youth groups that can meet the needs of our school community. This Agenda request supports District Strategic Goal #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the 2021/2022 school year is \$9,043. The fees will be paid from District ELOG Funds

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2021-2022 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide mentoring groups and intervention services for the 2021/2022 school year at Kimball High School

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

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

- a. District shall pay \$9,043 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$9,043. 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 [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on 2/10/2022, and shall terminate on 05/27/2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ben Keller, at () 209-832-6600 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

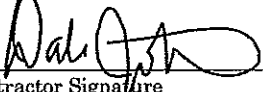
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:



Contractor Signature Title
11-3821058

IRS Identification Number
Interim Executive Director

Title
42 W. 8th Street, Tracy, CA 95376

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Project Budget Form				
Project Name:	Boys Council & Girl Circle - Kimball High			
Agency:	Sow A Seed Community Foundation	students served	cost per session	
Project Duration: January 5, 2022 - May 18, 2022	3 cohorts (6 week sessions) x 2 groups = 36 sessions	Total Budget:	\$9,043	60
				\$251.21

Personnel			
Position	Allocation or Hr.	Base Salary	Total Cost
Facilitator	81	\$2,025	\$2,025
Facilitator	81	\$2,025	\$2,025
		\$0	\$0
Subtotal Personnel	162	\$4,050	\$4,050

Benefits			
Item	Rate	Cost for all Positions	Total Cost
FICA	0.0765	\$4,050	\$309.83
other Employer Taxes	0.041	\$4,050	\$166.05
Workers Comp..	0.01	\$4,050	\$40.50
Health	3.75	162	\$607.50
Subtotal Benefits			\$1,123.88

Supplies			
Item	Number needed	Cost	Total Cost
Food/ Snack/ Incentive	360	1	\$360.00
Printing/ lesson material	60	16	\$960.00
Program supplies	60	1.25	\$75.00
Subtotal Supplies			\$1,320.00

Total # of group meetings: 2 facilitator x 18 meetings/wk = 36 meetings/wk
 30 units (10 students x 2 groups) x 18 meetings = 360 units
 Total # of students: 2 facilitator x 10 students x 3 sessions = 60 students

Equipment			
Item	Rate	Cost	Total Cost
hotspot	2	50	\$100.00
Zoom fee	0	250	\$0.00
Subtotal Equipment			\$100.00

Contracted Services			
Service or Expertise	Hourly Rate	Cost	Total Cost
Subtotal Contracted Services			

Other Costs			
Item	Number needed	Cost	Total Cost
Certificate ceremony supplies	6	125	\$750.00
Mileage	2	50	\$100.00
Telephone/ Internet	2	60	\$120.00
Training/ pre program prep	2	150	\$300.00
Subtotal Direct Costs			\$1,270.00

Subtotal (sum all costs above)			\$7,863.88
Indirect Cost - 15%			\$ 1,179.58

Total Project Cost			\$9,043
---------------------------	--	--	----------------

Kimball High School Circle Groups

Scope of Work

Program Focus

Boys Council and Girl Circle (Circle Groups) promote healthy bonding and emotional wellbeing, which leads to improved decision making and behaviors. Students are motivated by respectful interactions with a caring adult, genuine interest, relevant topics, consistency, and diverse and experiential activities to learn to self-monitor and self-correct behavior. When students emotional stress is lowered, and self-awareness and sense of connection increase, resulting in behavioral improvement, attendance improvement, and better grades. Most importantly, students enrolled in circle group learn life skills, build self-esteem and develop perseverance needed to succeed.

Proposal

Circle Groups are an evidence-based intervention for students who shows warning signs of disengagement with school and who are at risk of dropping out. Students are referred when they show warning signs of disengaging from school, such as poor attendance, behavioral issues, and/or low grades. When enrolled in a circle group, Sow A Seed Community Foundation (SAS) Student Advocate checks-in with students through one-on-one and small group sessions and makes regular contact with parents. SAS Student Advocate works together with the students, parents and school staff to provide personalized interventions and resources that will support the student's social, emotional and academic success.

Each Circle Group cohort will meet once a week for one hour for 6-weeks. SAS will facilitate three cohorts for Boys Council, and three cohorts for Girl Circle during the period of January 5th, 2022 through May 18th, 2022.

Each cohort will enroll up to 10 students allowing SAS to provide services for 60 students through this program.

Role of program staff (2 Student Advocate/ Facilitator)

The SAS Student Advocate will be the school liaison and the primary point of contact working inside the school to integrate student services. The SAS Student Advocate will work with staff on campus to identify support for students who are: experiencing social, emotional, or behavioral concerns; habitually truant; at risk of dropping out, and or experimenting with drugs. The SAS Student Advocate will connect students and families with community programs, social service agencies, health care providers, community partners, mentors, and resources that address need that are both academic and non-academic in nature. SAS Student Advocate also serves as the circle group facilitator. As a facilitator they coordinate and facilitate our evidence-based and signature gender responsive CBT programs:

- **Girls Circle-** A structured support group for girls from ages 10-18 years, integrates relational theory, resiliency practices, and skills training in a specific format designed to increase positive connection, personal and collective strengths, and competence in girls. It aims to counteract social and interpersonal forces that impede girls' growth and development by promoting an emotionally safe setting and structure within which girls can develop caring relationships and use authentic voices.
- **Boys Council** -A strengths-based group approach to promote boys' and young men's safe and healthy passage through pre-teen and adolescent years. The Council meets a core developmental need in boys for strong, positive relationships. In this structured environment, boys and young men gain the vital opportunity to address masculine definitions and behaviors and build their capacities to find their innate value and create good lives - individually and collectively. Each module within the program is targeted at the different social and emotional needs boys face on the journey to become young men. The Council is also an opportunity for boys to develop positive relationships with mentors in a safe and caring environment.

Proposed Results

The integration of coordinator services provides students with the tools and resources that they need to be successful in school and in the community. The objective is to emphasize effective communication and stress management in problem solving and conflict management, leading to increased leadership skills such as assertiveness, building and strengthening relationships, and overall self-awareness of student's choices, thus improving school attendance and feeling of connectedness.

Evaluations and Outcomes

The program would be monitored for both for qualitative and quantitative achievements. The evaluation of key areas of concern will include: academic improvement and or achievement, attendance, and connection to necessary resources. Additional evaluations will review attainment in key developmental assets including: ability to appropriately communicate with adults and figures of authority, basic social skills, decision making skills, constructive use of leisure time, educational or career awareness and readiness.

Our Staff Includes:

- ❖ Certified Facilitators Trained in Multiple Evidence-Based Programs
- ❖ Experienced Youth Development Professionals
- ❖ Licensed and Trainee Therapist

Contact Us

Sow A Seed Community Foundation

42 W. 8th Street, Tracy, CA

Phone: 209-229-4559

Email: info@sowaseedcf.org



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 26, 2022
SUBJECT: **Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Long Beach, California, March 23-26, 2022**

BACKGROUND: The Kimball High School (KHS) HOSA: Future Health Professionals members would like to attend the California State Leadership Conference March 23-26th 2022. The KHS HOSA members will have the opportunity to compete in academic and skill oriented activities, submit members for special recognition, attend informational workshops, meet health industry and government leaders, and become a part of the larger state HOSA team. The members will be staying at the Renaissance Long Beach Hotel in Long Beach California. Transportation will be provided by school or charter bus, school vans or the advisor's private vehicle, and public air transportation. Approximately 11 students will be participating, with supervision provided by the advisor Griffin Alexander and Assistant Principal Maureen Riley, and the Cal-HOSA event staff.

RATIONALE: KHS HOSA participated this year in activities to learn subject matter pertaining to health occupations including elective courses such as Medical Terminology. Additionally, all members attending this conference have earned this opportunity by their active involvement in the local chapter, regional, and state events. One of the main goals of this event is to train our members to be leaders at the chapter, state, national and international level. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The cost per member is estimated at \$418. The cost includes \$105 for registration, \$280 for housing (three nights in the hotel) and approximately \$80 for transportation. These expenses will be covered by a combination of LCAP CTE funds, ASB funds, and personal student funding for members electing to participate in this event. The estimated total cost will not exceed \$15,000.

RECOMMENDATION: Approve Overnight Travel for Kimball High School (KHS) HOSA: Future Health Professionals Members and Advisors to Participate in the California State Leadership Conference in Long Beach, California, March 23-26th, 2022.

PREPARED BY: Benjamin Keller, Principal, Kimball High School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 9, 2022
SUBJECT: **Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School**

BACKGROUND: Air Tutors is an online tutoring platform that has been in business for five years. Air Tutors has partnered with many other school districts since the pandemic began to help address learning loss. Air Tutors provide online tutoring services that can be easily accessed by students in our online, independent study format.

RATIONALE: The purpose of the request is to establish a partnership between Air Tutors and Tracy Independent Study Charter School for the remainder of the 2022 calendar year in order to provide intervention services for students to access online in groups of no more than five students in any language. The goal of the partnership is to provide assistance to students who have fallen behind in their studies due to learning gaps created during instructional shifts throughout the COVID pandemic.

FUNDING: The cost, not to exceed \$10,000, will be funded by ELOG funds provided to Tracy Unified School District for the purpose of implementing intervention services to students.

RECOMMENDATION: Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School.

Prepared by: Zachary Boswell, Ed. D., Director of Curriculum and Accountability
Principal of Tracy Independent Study Charter School.



AirTutors

**AIR TUTORS
CONTRACT FOR SERVICES AGREEMENT**

This Air Tutors Contract for Services Agreement (the “Agreement”) made this 7th day of January, 2022 (“Effective Date”), by and between Air Tutors, LLC (“Air Tutors”) and Tracy Independent Study Charter (the “Charter”), (collectively “the Parties”).

(1) Statement of Services

(a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors’ services.

(b) Scope of Work.

i) Accelerated Learning Outcomes

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the Charter (the “Services”).

Air Tutors will create small online learning communities throughout the Charter that are designed to reinforce current classroom topics through highly innovative small group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located Charter-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The Charter will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student’s native language. Air Tutors will get to know each student’s unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and

phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the Charter's entire course catalogue in, but not limited to, the following areas of study: Elementary school math, elementary school reading and fluency, executive functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, AP Calculus AB, AP Calculus BC, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, AP Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, AP Environmental Science, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, AP European History, Economics, AP Government, AP Economics, Human Geography, AP Human Geography, Introduction to Law, American Foreign Policy, Modern World History, Honors Modern World History, Introduction to Psychology, AP Psychology, U.S. History Honors, U.S. History, AP U.S. History, Music Theory, AP Music Theory, Creative Writing, English K-12, Honors English 9-11, AP English Literature, Chinese (Mandarin) 1-4, AP Chinese Language & Culture, French 1-4, AP French, Latin 1-4, Spanish 1-4, Honors Spanish Speakers, AP Spanish Literature, SAT English, SAT Math, ACT English, ACT Math.

The Charter is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors' time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the Charter will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the Charter will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the Charter's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the Charter requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = \$110.00

The total budget for Services rendered pursuant to this contract is not to exceed \$5,000.00.

If this agreement is terminated by either party, the Charter shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The Charter agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the Charter, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the Charter hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the Charter on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on December 31, 2022. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and Charter representative **Troy Edwards**.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the Charter.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE Charter'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

Customer's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by Customer without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

This Agreement shall be governed by the laws of the State of California.

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

AIR TUTORS, LLC

DATED _____

By: Hasan Ali, CEO

TRACY INDEPENDENT STUDY CHARTER SCHOOL

DATED _____

By: **FIRST AND LAST NAME, TITLE**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 10, 2022
SUBJECT: Approve Overnight Travel for the West High Wrestling Team
and Coaches to Attend the State Championships in Bakersfield,
Feb. 23-26, 2022

BACKGROUND: The State Championships are held every year for qualified athletes from around the State. The West High wrestling team had 2 girls and 3 boys qualify this year. The qualifying meet just happened on Feb. 19th. The West High School team has a returning State Placer who is ranked among the top 5 wrestlers in California. The competitors will be the best of the best.

RATIONALE: The Wrestling Championship will give qualified athletes the opportunity to show their talent and hard work and possibly bring home a trophy. It is the culmination of a season of hard work. Besides the 5 students, the two coaches, Coach Bravo and Coach Corbett, will attend as well as Josefine Bravo, wife of assistant coach Bravo in order to chaperone the female wrestlers. The team will leave West High on Thursday, Feb. 23rd to the Bakersfield Marriott, 1001 Truxtun Ave. and return Saturday, Feb. 26th, traveling by district van. Students will have opportunity to complete any homework assigned by their teachers during the trip. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will total approximately \$2,250.00, to be paid by the West High ASB Wrestling account.

RECOMMENDATION: Approve Overnight Travel for the West High Wrestling Team and Coaches to Attend the State Championships in Bakersfield, Feb. 23-26, 2022.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 11, 2022
SUBJECT: Approve Out of State Travel for Kimball High School Activities Director and Bookkeeper to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 2-5, 2022

BACKGROUND: CADA conference is a 60 year old vehicle which is dedicated to the promotion of enthusiastic and motivational leadership concepts. Their stated goal this year is to contribute to our leadership journey by providing empowering, passionate, inspiring and committed leadership philosophies that will enhance and complete our current program and empower our activities director to improve the culture of our school. Two employees from Kimball will be attending this conference The Activities Director, Stephanie Mason and the Bookkeeper Elizabeth Grande. They will drive personal vehicles to Reno, NV and stay at the Grand Sierra Resort. This agenda item was originally scheduled for the board meeting of February 8, 2022, which was cancelled. Financial arrangements were made prior to the February 22nd meeting in order to maintain the current reservations.

RATIONALE: The activities director and bookkeeper will learn how to use fun leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a culture of good clean fun at the high school level. This Agenda request meets District Strategic Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost will not exceed \$3,600.00. Kimball High ASB and Kimball High site funds will pay all expenses incurred for this conference.

RECOMMENDATION: Approve Out of State Travel for Kimball High School Activities Director and Bookkeeper to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 2-5, 2022.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 16, 2022
SUBJECT: **Approve Master Contract (MC) for Nonpublic School, River Bend, for the 2021-2022 School Year**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement for one student at River Bend in Tequesta, FL. The District's Special Education administration would like to facilitate the contract with River Bend Nonpublic School to provide the placement pursuant to the student's IEP. Approval is necessary at this time to remain compliant with the IEP.

RATIONALE: District must offer a continuum of services including, when necessary compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare student to be well-rounded individual with the knowledge and skills to better communicate and function safely and effectively. Goal #3: Apply fiscal, operational and community resources to ensure safe learning environments that support staff and student goals.

FUNDING: Expenses for this contract are billed at \$36,815.00. Total contract expenses will not exceed \$36,815.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-11-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic School, River Bend, for the 2021-2022 School Year.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 11, 2022
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>
Noll, Jason	THS	6/30/22	Accepted Director of Student Services and Curriculum Position

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Baptista, Michelle 6 th grade	WMS	11/26/2021	Accepted Assistant Principal position
Barber, Katie 5 th grade	Poet	6/30/22	Personal
DiGuilio, Emily 1 st grade	McKinley	5/28/2022	Personal
Johnson, Spencer English	WHS	6/30/22	Personal
Tailles, Armando	WHS	1/30/2022	Personal

English

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
-------------------	-------------	-----------------------

Hawkins, Lynn Assistant Principal	THS	6/3/2022
--------------------------------------	-----	----------

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	-----------------------	---------------

Almando, Allen Utility Person II	MOT	1/31/2022	Personal
Ambs, Hayley H.S. Library Tech	KHS	2/7/2022	Personal
Cabico, Kellie K-8 Library Tech	CES	1/26/2022	Accepted Teaching Position at Central
Calderon, Tanya Budget Technician	Finance	1/23/2022	Accepted a Coordinator of Financial Services Position
Castaldi, Ashley IEP Para Educator	MES	2/1/2022	Accepted a Sped Para position
DeLara Torre, Beatrice Para Educator I	WHS	2/1/2022	Accepted a Para Position w/ more Hours
Estrada, Enrique	MOT	1/22/2022	Personal

Utility Person III			
Gallo Gomez, Jose Utility Person III	MOT	2/2/2022	Accepted a Maintenance Mechanic position
Hensley, Nancy H.S. Library Tech	KHS	1/17/2022	Accepted a Media Service Specialist Position at IMC
Hsu, Cathy IEP Para	FES	1/13/2022	Accepted IEP Para Position at Stein
James, Frederick Utility Person III	MOT	2/4/2022	Personal
Mendoza, Angela Food Service Worker	VILLA	2/17/2022	Personal
Perez, Nereida Attendance Clerk	SWP	1/26/2022	Accepted a Elementary School Secretary Position
Plascencia, Sandra Elementary School Secretary	SWP	1/30/2022	Accepted a Secretary to Transportation and Maintenance Position
Rios, Lorena Food Service Worker	Kelly	2/26/2022	Accepted a Food Service Worker Position w/more hours
Robinson, James Bus Driver	MOT	2/2/2022	Accepted a Utility Person III Position
Seymore, Jason Utility Person III/Mechanic Shop	MOT	1/23/2022	Accepted Coordinator of Maintenance and Transportation
Traina, Alyssa Clerk Typist I	KES	1/17/2022	Accepted a Clerk Typist I Position at THS

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: February 10, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Baptista, Michelle

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Bohn and McKinley
Assistant Principal
LME, Class 51, Step B
\$66,159.00
Fund: General

BACKGROUND:

Ayala Mendez, Janet

CERTIFICATED

North School
2nd Grade (Replacement)
"A" Class I, Step 1,
\$19,870.00
Fund: General

Cabico, Kellie

Central Elementary
1st Grade (Replacement)
"A" Class I, Step 1,
\$23,133.00
Fund: General

BACKGROUND:

Calderon, Tanya

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Coordinator of Financial Services (New)
Finance
8 hours per day
Range LME 23, Step A - \$324.91 per day
Fund: General Fund

Perez, Nereida

Elementary School Secretary (Replacement)
South West Park School
8 hours per day
Range LMH 8, Step C - \$28.95 per hour
Fund: General Fund

Seymore, Jason

Coordinator of Maintenance Operation &
Transportation (New)
8 hours per day
Range LME 20, Step A - \$293.86 per day
Fund: Ongoing and Major Maintenance

BACKGROUND:

Amaro, Clara

CLASSIFIED

School Supervision Assistant (Replacement)
Central School
1 hour a day
Range 21, Step C - \$16.74 per hour
Fund: General Fund

Amaro, Clara

School Supervision Assistant (Replacement)
Central School
.75 hours a day
Range 21, Step C - \$16.74 per hour
Fund: General Fund

Barela, David

Utility Person III (Replacement)
Freiler
8 hours per day
Range 38, Step A - \$22.62 per hour
Fund: Special Ed Transportation, General Fund
(unrestricted), Ongoing and Major Maintenance

Brohard, Melissa

Food Service Worker
Kimball High School
3 hours per day
Range 22, Step C - \$17.11 per hour
Fund: Child Nutrition - School Program

Castaldi, Ashley

Special Ed Para Educator (Replacement)
McKinley Elementary School
6 hours per day
Range 24, Step C - \$17.94 per hour
Fund: Special Education

Delara Torre, Beatrice	Para Educator I (New) Jacobson School 8 hours per day Range 24, Step C - \$17.94 per hour Fund: ELO Grant
Flint, Skyler	K-8 Library Technician (Replacement) South West Park 6 hours per day Range 30, Step A - \$18.78 per hour Fund: State Lottery
Gallo Gomez, Jose	Maintenance Mechanic (Replacement) MOT 8 hours per day Range 48, Step A - \$28.63 per hour Fund: Ongoing and Major Maintenance
Garcia, Alexandria	Clerk Typist I (New) Bohn Elementary 8 hours per day Range 23, Step A - \$15.99 per hour Fund: ELO Grant
Garcia, Saul	Utility Person III (Replacement) Grounds Team 2 8 hours per day Range 38, Step A - \$22.62 per hour Fund: Home to School Transportation; General Fund
Hensley, Nancy	Media Services Specialist IMC 8 hours per day Range 31, Step E - \$23.18 per hour Fund: State Lottery
Hsu, Cathy	IEP Para Educator I Stein 6.25 hours per day Range 24, Step E - \$19.61 per hour Fund: Special Education
Martinez, Meriyiah	Clerk Typist I (New) North Elementary School 8 hours per day Range 23, Step A - \$15.99 per hour Fund: ELO Grant

Patino, Maria	School Supervision Assistant (Replacement) Villalovoz 2 hours per day Range 21, Step A - \$15.27 per hour Fund: General Fund
Plascencia, Sandra	Secretary to Transportation and Maintenance (Replacement) MOT 8 hours per day Range 40, Step E - \$28.63 per hour Fund: Special Ed Transportation; Home to School Transportation; Ongoing and Major Maintenance
Rios, Lorena	Food Service Worker (Replacement) George Kelly 3 hours per day Range 22, Step D - \$17.94 per hour Fund: Child Nutrition -- School Program
Robinson, James	Utility Person III (Replacement) Stein 8 hours per day Range 38, Step E - \$27.32 per hour Fund: General Fund; Special Ed Transportation
Traina, Alyssa	Clerk Typist I Tracy High School 8 hours per day Range 23, Step C - \$16.70 per hour Fund: ELO Grant
Weaver, Joshua	Para Educator I (New) Hirsch Elementary 8 hours per day Range 24, Step A - \$16.35 per hour Fund: ELO Grant

BACKGROUND:

COACHES

Tiffany Dequit

Tennis- Varsity Boys'
Kimball High
Stipend: \$4239.07

Steve Anastasio

Volleyball- Soph Boys
Kimball High
Stipend: \$6358.61

Julie Sanchez

Volleyball- Soph Girls
Kimball High
Stipend: \$5089.18

Nathaniel Shelton

Track- Head Coach
Tracy High
Stipend: \$6538.61

Cassidy Waters

Swimming- Head Coach
West High
Stipend: \$5514.24

Rachel Burroughs

Softball- Head Coach
Tracy High
Stipend: \$ 5089.18

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jaliq, Associate Superintendent of Human Resources



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: January 25, 2022
SUBJECT: Ratify Three Year Agreement with ArbiterSports, LLC.

BACKGROUND: Per the guidance of the District insurance providers, for consistency purposes, the District is mandating our three High Schools utilize the same online sports registration platform. ArbiterSports, LLC offers FamilyID online registration, and mobile app for Coaches and Athletic Directors.

RATIONALE: FamilyID is currently used at Tracy High School and has been proven to be a very effective registration tool. The software is designed to ensure students provide the required emergency and safety documents and to track and maintain athletic eligibility. The mobile application also provides access to emergency information on the field, the ability to track attendance and send notifications to parents in real time. This action item is being presented as a ratify due to the cancellation of the February 8, 2022 board meeting. Delaying the contract further would have impacted the ability to conduct training and get the system in place in time for summer sport registration.

FUNDING: Total contractual amount is \$46,990.00, broken down over a three-year period. Not to exceed \$16,000 per fiscal year.

RECOMMENDATION: Ratify Three Year Agreement with ArbiterSports, LLC.

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



ArbiterSports, LLC
 9815 S. Monroe St.
 Suite 204
 Sandy, UT 84070
 Phone: (801) 576-2799

Remit-To Address:
 ArbiterSports, LLC
 Suite 204
 Sandy, UT 84070

ArbiterRegistration Subscription Order Form

Ship To:	Rob Pecot
Title:	Associate Superintendent of Business Services
Customer:	Tracy Unified School District
Ship to Address:	1875 W. Lowell Avenue Tracy, CA 95376
Email:	rpecot@tusd.net
Phone:	209-830-3200

Invoice To:	Rob Pecot
Title:	Associate Superintendent of Business Services
Customer:	Tracy Unified School District
Billing Address:	1875 W. Lowell Avenue Tracy, CA 95376
Email:	rpecot@tusd.net
Phone:	209-830-3200

AS Account Rep:	Cynthia Colalillo
Email:	cynthia.colalillo@arbitersports.com
Submitted Date:	1/24/2022
Valid Until Date:	2/23/2022

Term Start Date:	2/1/2022
Term End Date:	1/31/2025
Term (Months):	36
Payment Terms:	Net 30 Days
Billing Schedule:	Multi-year - See Special Instructions

Subscription Services (Year 1): 2/1/2022 - 1/31/2023

Description	Qty	Annual Unit Price	Notes	Year 1 Fees
Implementation/Set-Up	1	\$1,250.00		\$1,250.00
Annual Subscription Fee (3 High Schools)	1	\$15,000.00	\$250 Credit (Tracy High School Pro-Rate)	\$14,750.00
Year 1 Total				\$16,000.00

Subscription Services (Year 2): 2/1/2023 - 1/31/2024

Description	Qty	Annual Unit Price	Notes	Year 2 Fees
Annual Refresher Training	1	\$495.00		\$495.00
Annual Subscription Fee (3 High Schools)	1	\$15,000.00		\$15,000.00
Year 2 Total				\$15,495.00

Subscription Services (Year 3): 2/1/2024 - 1/31/2025

Description	Qty	Annual Unit Price	Notes	Year 3 Fees
Annual Refresher Training	1	\$495.00		\$495.00
Annual Subscription Fee (3 High Schools)	1	\$15,000.00		\$15,000.00
Year 3 Total				\$15,495.00

Grand Total (does not include applicable taxes):				\$46,990.00
---	--	--	--	--------------------

Special Instructions

This is a Multi-Year License and will be Invoiced as follows:

Year 1: \$16,000.00 (plus any applicable taxes) will be invoiced on License Start Date of 2/1/2022 with Payment Terms of Net 30 Days

Year 2: \$15,495.00 (plus any applicable taxes) will be invoiced on License Start Date of 2/1/2023 with Payment Terms of Net 30 Days

Year 3: \$15,495.00 (plus any applicable taxes) will be invoiced on License Start Date of 2/1/2024 with Payment Terms of Net 30 Days

Note: This revised Order Form replaces all prior signed Order Forms, which will be deemed void upon signature of this document.

Standard Conditions:

1. This Subscription Order Form is governed by 1.) ArbiterSports' standard "Terms and Conditions" found at <https://www.arbiterpay.com/resources> and 2.) ArbiterRegistration/FamilyID's standard "Terms of Service" found at <https://hello.familyid.com/terms-of-service>. As used in this Subscription Order Form, Terms and Conditions and Terms of Service refer to ArbiterSports' standard Terms and Conditions and Terms of Service.
2. Capitalized terms used and not defined in this Subscription Order Form shall have the meanings set forth in the Term & Conditions.
3. All references to monetary values shall mean United States dollars and do not include any taxes that may apply.
4. The Terms and Conditions and Terms of Service, together with this Subscription Order Form represent the entire agreement between the parties and cannot be overridden by terms contained in any later received document unless the additional terms are accepted in writing by both parties.
5. In the event of any conflict or inconsistency between the Special Instructions of this Subscription Order Form and any other provision in this Subscription Order Form, the Special Instructions shall govern and control.

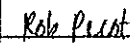
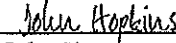
Customer to Complete:

Is a Purchase Order required for ArbiterSports to receive payment for the Services in this Subscription Order Form?

Please fill in YES or NO here:

Acknowledgment and Acceptance of Terms

By signing this Subscription Order Form, the individual signing on behalf of Customer is committing and confirming that they are authorized by Customer to execute this Subscription Order Form and to purchase the Service listed above.

Accepted By (Legal Entity): Robert Pecot	Accepted By (Legal Entity): ArbiterSports, LLC
Signature: <small>DocuSigned by:</small> 	Signature: <small>DocuSigned by:</small> 
Print Name: Rob Pecot	Print Name: John Hopkins
Title: Associate Superintendent	Title: Chief Financial Officer (CFO)
Date: 2/9/2022	Date: 1/24/2022



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: February 10, 2022
SUBJECT: Cast Ballot for CSBA 2022 Delegate Assembly Election

BACKGROUND: There are three (3) vacancies to be filled in Subregion 8-A.

RATIONALE: The official ballot for Subregion 8-A has been received for the CSBA Delegate Assembly election. Each member board submits one ballot. Each Board may vote for up to three candidates. A biographical sketch for each candidate is enclosed. The ballot for subregion 8-A also allows spaces for write-in candidates. The positions will be filled by the candidates receiving the highest number of votes. The candidates are:

____ Eric Duncan (Manteca USD)*

*incumbent

FUNDING: N/A

RECOMMENDATION: Cast Ballot for CSBA 2022 Delegate Assembly Election.

Prepared by: Dr. Brian Stephens, Superintendent.

Delegate Assembly Biographical Sketch Form for 2022 Election



Deadline: Friday, January 7, 2022 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2022. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2022.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Eric A. Duncan

Date: December 16, 2021

Name: Eric Duncan

CSBA Region & subregion #: 8-A

District or COE: Manteca Unified School District

Years on board: _____

Profession: Board Trustee Contact Number (Cell Home Bus.): 209-271-8778

Primary E-mail: eduncan@musd.net

Are you an Incumbent Delegate? Yes No If yes, year you became Delegate: _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I would like to become a delegate so I can contribute to my region on a larger scale. I have really grown as a Trustee over the past two (2) years and becoming a delegate will enhance my growth even more. My abilities to work as a team to reach a common goal will serve well as a delegate.

Please describe your activities and involvement on your local board, community, and/or CSBA.

With my local board, I was recently voted in as Vice President, I serve on the Facilities Committee, and was also appointed as City of Stockton Parks and Recreation Commissioner. I am the President of our local youth sports organization, organized a community operated nonprofit organization to support the establishment of our local Boys & Girls Club, and volunteer coach with our youth organization. I am a member of the CSBA Equity Network, I have attended the CSBA AEC the past three (3) years, participated in Legislation Day, & finished third in the race for African American Director at Large position.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge facing governing boards are the lack of funding for public education. I feel that CSBA can help address this issue by continuing to lobby for the federal and state government to increase funding until we are fully funded.

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **TUESDAY, MARCH 15, 2022**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2022 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-A
(San Joaquin County)

Number of seats: 3 (Vote for no more than 3 candidates)

Delegates will serve two-year terms beginning April 1, 2022 - March 31, 2024

**denotes incumbent*

Eric Duncan (Manteca USD)*

Enough nominations weren't received; however, your board may vote to write in the name of a board member to fill this seat.

Enough nominations weren't received; however, your board may vote to write in the name of a board member to fill this seat.

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.