NOTICE REGULAR MEETING OF THE GOVERNING BOARD TRACY UNIFIED SCHOOL DISTRICT MAY 10, 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: 6:30 PM Closed Session 7:00 PM Open Session

<u>A G E N D A</u>

1. Call to Order

- Roll Call Establish Quorum Board:S. Abercrombic, 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#91, 21/22#92, 21/22#93, 21/22#94, 21/22#95, 21/22#96, 21/22#97, 21/22#98, 21/22#100, 21/22#101, 21/22#102, 21/22#103

3.3 Human Resources:

3.3.1	Approve the Non-Reelection of Probationary Certificated Employee						
	#UC 1306 Pursuant to Education Code Section 44929.21(b)						
Action:	Motion : Second Vote: Yes :: No :: Absent :: Abstain						
3.3.2	Release Probationary Classified Employee #UCL-418 Utility Person II						
Action:	Motion_: Second Vote: Yes ; No : Absent : Abstain_						
3.3.3	Consider Public Employee/Employment/Discipline/Dismissal/Release						
Action:	Motion : Second . Vote: Yes : No : Absent : Abstain						
3.3.4	Conference with Labor Negotiator						
	Agency Negotiator: Tammy Jalique						
	Associate Superintendent of Human Resources						
	Employee Organization: CSEA, TEA						

4. Adjourn to Open Session

Pg. No.

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6.0	Action Taken on Findings of Fast: 21/22#01_21/22#02_21/22#03_21/22#04				
6a	Action Taken on Findings of Fact: 21/22#91, 21/22#92, 21/22#93, 21/22#94.				
3.2.1	21/22#95. 21/22#96. 21/22#97. 21/22#98. 21/22#100. 21/22#101. 21/22#102.				
	21/22#103				
Action:	Motion; Second Vote: Yes _: No _: Absent : Abstain				
6b	Report Out of Action Taken on Approve the Non-Reelection of Probationary				
3.3.1	Certificated Employee #UC 1306 Pursuant to Education Code Section				
	44929.21(b)				
Action:	Vote: Yes: No: Absent : Abstain				
6c	Report Out of Action Taken on Release Probationary Classified Employee				
3.3.2	#UCL-418 Utility Person II				
Action:	Vote: Yes; No; Absent; Abstain				

- Approve Regular Minutes of April 12, 2022.
 Action: Motion____; Second ___. Vote: Yes __; No __; Absent ___; Abstain
- 8. Student Representative Reports: Tracy High: Iliana Cashen: West High: Lilly Banchero and Kaitlyn Durant; and Kimball High: Omed Akbari.
- 9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:
 9.1 Recognize Kalila Shrive for Winning State Wrestling Championship
 9.2 West High School Presentation
- **10. Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
 - 10.1 Administrative & Business Services: None.
 - 10.2 Educational Services:
 - **10.2.1** Receive Report on COVID 19 Updates
 - 10.2.2
 Receive Report on the Tracy Unified School District Induction
 10

 Program
 11

1-9

- 10.2.3Receive Information on the Universal Pre-Kindergarten (UPK) Plan11-12(Separate Cover Item)
- 11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length. normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
- 12. PUBLIC HEARING: None.

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

Action: Motion___: Second __. Vote: Yes __: No _: Absent_ : Abstain _. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.

13.1 Administrative & Business Services:

- 13.1.1 Approve Out of State Travel for Food Service Director and Food
 13 Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Orlando, FL from July 9-13, 2022
- 13.1.2Ratify Routine Agreements, Expenditures and Notice of Completions14-15Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3 Accept the Generous Donations from the Various Individuals.
 16-17 Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

13.2 Educational Services:

- 13.2.1 Approve Overnight Travel for Kimball High School Senior Class to 18 Attend Grad Night at Six Flags Magic Mountain in Valencia, CA on May 20-21, 2022
- 13.2.2Approve Agreement for Contract Services for SJCOE STEM to19-23provide FabLab Field Trips at South/West Park Elementary STEMAcademy during Summer School 2022
- 13.2.3 Approve Overnight Travel for the West High FFA Officers and 24 Advisors to Attend the Annual Officer Retreat at Camanche Lake Resort. Ione, CA on July 30th August 2, 2022
- **13.2.4** Ratify Agreement for Special Contract Services with Parent Institute **25-28** for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School for the 2021-2022 School Year

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified.	29-32
	Certificated, and/or Management Employment	

- 13.3.2 Approve Classified, Certificated, and/or Management Employment 33-37
- 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.

14.1.1	Adopt Resolution No. 21-19 Authorizing Temporary Loans Between	38-3
	Funds for the 2022/23 School Year	
Action:	Motion : Second . Vote: Yes : No : Absent : Abstain .	
14.1.2	Adopt Resolution No. 21-20 Specification of the Elections Order	-40-
Action:	Motion : Second . Vote: Yes : No : Absent : Abstain .	

14.2 Educational Services:

14.2.1		Approve the Updated California Expanded Learning Opportunity Program/Plan (ELO/ELO-P) for the Tracy Unified School District (Separate Cover Item)			
	Action:	Motion : Second Vote: Yes : No _: Absent : Abstain .			
14.3	Human Resources:				
	14.3.1	Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2022-2023 School Year	44-45		
	Action:	Motion : Second . Vote: Yes : No : Absent : Abstain .			
	14.3.2	Approve Job Description for Activities Director	46-49		
	Action:	Motion ; Second . Vote: Yes_ : No : Absent_ : Abstain .			

- **15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- **16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

- 17.1 May 24, 2022
- **17.2** June 14, 2022
- **17.3** June 28, 2022

18. Upcoming Events:

18.1	May 27, 2022	Last Day of School
18.2	August 8, 2022	First Day of School for 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, April 12, 2022

6:00 PM:	1-3. President Alexander called the meeting to order and adjourned to closed session.			
Roll Call:	4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, Absent: S. Kaur, L. Souza Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry			
7:00 PM	5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.			
Closed Session:	 6a Action Taken on Findings of Fact: 21/22#80, 21/22#81, 21/22#82, 3.2.1 21/22#83, 21/22#84, 21/22#85, 21/22#86, 21/22#87, 21/22#88, 21/22#89, 21/22#89, 21/22#89, 21/22#89, 21/22#86, 21/22#87, 21/22#88, 21/22#89, 21/22#89, 21/22#89, 21/22#89, 21/22#86, 21/22#87, 21/22#88, 21/22#89, 21/22#89, 21/22#89, 21/22#86, 21/22#87, 21/22#88, 21/22#89, 21/22#89, 21/22#89, 21/22#86, 21/22#87, 21/22#88, 21/22#85, 21/22#86, 21/22#87, 21/22#88, 21/22#89, 21/22#89, 21/22#89, 21/22#86, 21/22#87, 21/22#87, 21/22#88, 21/22#87, 21/22#87, 21/22#88, 21/22#89, 21/22#89, 21/22#89, 21/22#89, 21/22#86, 21/22#87, 21/22#87, 21/22#88, 21/22#89, 21/22#89, 21/22#89, 21/22#89, 21/22#87, 21/22#87, 21/22#88, 21/22#87, 21/22#87, 21/22#87, 21/22#88, 21/22#87, 20123 6c Report Out of Action Taken on Release Probationary Classified 3.3.4 Employee #UCL-415 Food Service Worker I Action: Release. Vote: Yes-5; No-0; Absent-2(Kaur, Souza) 6f Release Probationary Classified Employee #UCL-416 Utility Person 3.3.5 II Action: Release. Vote: Yes-5; No-0; Absent-2(Kaur, Souza) 6g Release Probationary Classified Employee #UCL-417 Utility Person 3.3.6 II Action: Release. Vote: Yes-5; No-0; Absent-2(Kaur, Souza) 			
Minutes:	7. Approve Regular Minutes of March 22, 2022. Action: Abercrombie, Blanco. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)			
Audience:	Z. Boswell, M. Romo, M. Sankus, M. Strelka, S. Martin, De. Schneider, A. Lee, H. Thigrh, S. Peylayo, B. Maslyar, A. Donovan, K. Smith E, Gonzalez, P. Gonzalez, B. Keler, M.Riley, E. Quintana, M. Baumann, G. Bradley, T. Arnaudo, J. Quintana			

Student Rep Reports: **8.** Tracy High: Iliana Cashen reported that there are several events coming up. The Prom was held in Oakland and was the first one in 2 years. There was great food and music. Students were happy to have fun. Yesterday started Unity Week. This brings together different cultures. Each day was a spirit dress up day. Counselors have been helpful to make sure students are on the right track to graduation. April 27th is awards night for the Ag Sci Academy. In sports, all spring athletes are working hard. Seniors are counting down the days and looking forward to their next chapter in life.

West High: Lilly Banchero and Kaitlyn Durant reported that the band fundraiser made more than \$2,000 for St. Jude's. In three more days' it will be the last spring break for seniors. The Boys' Volleyball is playing Tokay tonight. The Track Team has done very well. Senior teammates are finishing up their high school sports experience. Student, Emily Barnes, received a full rodeo scholarship to Oklahoma State. The Sikh Society will be celebrating the new year next week.

Kimball High: Omed Akbari was unable to attend tonight.

Alternative Ed Campus: Diamond Torio was not able to attend tonight.

Middle School Reports:

Williams Middle School: Ryder Seriosa, Gloria Havryshcuck, Eva Burg, and Alana Placido introduced themselves to the board. They presented a power point on the activities that have taken place at Williams. These events included ASB elections, WEB orientation, Haunted Hallway, Nightmare Before Christmas Dance, Brighter Christmas, Canned Food Drive, Honor Roll Assemblies, Candy Grams, Mardi Gras Dance, and Black History Month door decorating. They also showed pictures of these events. Upcoming events includes a talent show called "Williams Got Talent, a ropes course field trip, 8th grade dance, Great America Field Trip and Promotion. There will also be a staff v. students volleyball game this Wednesday. They have clubs including Chess, Running, Rainbow Unicorn, Ukulele and basketball teams. They also have the AVID Program. They then read quotes from students about their reflection of being back at school. Students are happy to be back, see their friends and love their leadership class.

Poet Christian School: Scott Patterson, Brittany Silverson and Angel Rivera. Students presented a power point that showed pictures of students cleaning up their campus. On March 25th they had their first 7/8th grade dance since COVID. Students had fun and they made over \$400. It was nice to see everyone having fun They showed pictures from the photo booth. Poet also has a yearbook club that they have been working on since January. Yearbooks are still on sale and 8th graders from the club will go around to the classrooms to recruit more students to join the club. They showed pictures of AdvanceSTEM and explained some of the projects students are working on. They thanked their teachers and staff.

Recognition &9.1 Recognize Hirsch Elementary School's 5th Grader, Chris Harris for performing
CPR on fellow student

The Board recognized Chris Harris for performing the Heimlich maneuverer and saving a classmate's life. He was presented with a certificate.

9.2 Recognize the Outstanding Employees of the Spring Term for the 2021-2022 School Year

The Board recognized Mark Sankus (9-12), Debra Rhodes (6-8) and Monica Guzman (K-5) as Outstanding Certificated Employees; Sharon Poppoff (9-12) Eddie Silva Jr., (6-8) Susana Pelayo (K-5) as Outstanding Classified Employees and Traci Mitchell as the Outstanding Management Employee for the Spring Term of the 2021-2022 school year. They were presented with certificates.

9.3 Recognize Cathy Pope for receiving the 2022 President's Award of the California School Library Association

Associate Superintendent of Educational Services, Julianna Stocking, presented a certificate to Cathy Pope for this outstanding award.

9.4 Recognize the Kimball High School Girls Soccer Team for winning the Nor Cal Regional Division V Championship

Associate Superintendent of Business Services, Dr. Rob Pecot, presented the team and their coaches with certificates.

9.5 Recognize the Tracy High Mock Trial Team for Winning the 2022 San Joaquin County Mock Trial Competition

Associate Superintendent of Educational Services, Julianna Stocking, presented the team and their coach with certificates.

9.6 Kimball High School Presentation

Principal, Ben Keller, and Assistant Principals, David Doyle and Maureen Riley presented a power point that reviewed some of the activities that students have enjoyed including club rush week, rallies, the Homecoming Carnival, Trunk or Treat, Leadership and spirit days along with several pictures of students and staff. They had "Dude be Nice Week" which included a star on the wall with cach student's name. The AVID program has been an anchor at the school and they have all AVID classes during the same period so that they can participate in activities together. They also had the Hire Me First program. The new College & Career Fair was great, and the new career tech person did a great job organizing. There was also a video shown by the Video Production class which included parts of their video projects which included sports, weather, and other fun events. The drama department put on *Elf the Musical* and was very fun. They also *performed Romeo & Juliet* and it was a great production. Sports are doing a great job, the dance team took 1st place, and the Academic Decathlon finished 6th in their division. They have outstanding staff and are in the process of the mid-term visit for WASC.

Information & Discussion Items:

10.1 Administrative & Business Services:

- **10.2** Educational Services:
- **10.2.1** Receive Report on COVID 19 Updates

Trustee Hoffert left the meeting at 8:09 p.m. Trustee Hoffert returned to the meeting at 8:11 p.m. Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point on the latest COVID numbers. Cases have come down a lot with San Joaquin County at 3.3 cases per 100,000 which is less than California numbers which is at 5.2 cases per 100,000. Dr. Park expects a spike with the new variance in the next month or so. We have reduced testing sites with shorter hours. There are now testing sites at Tracy Independent Study Charter School and Kimball High from 8-5:00, Monday through Friday.

10.2.2 Receive Report on Instructional Materials Adoptions Director of IMC, Dr. Debra Schneider presented a power point on the adoption of Enhanced Bio and Enhanced Chemistry. She briefly reviewed the process and committee. For Enhanced Biology, they selected McGraw Hill: Inquiry into Life and Biozone: The Living Earth as a supplement. For Enhanced Chemistry they selected Chemistry in the Earth's System and Picot Interactives. There is a public review of materials in IMC from March 7 to April 17. She will be back for approval of these materials.

11. Stacy Du is here with their leadership team and others. They are a non-profit organization that provides mentoring and mental health services in schools and the community. They are concerned about under-age drinking and want to bring awareness to meetings and want to assure youth that drinking is not cool. They want to educate youth about teen drinking. Friday Night Live "FNL" brings awareness to these issues. Efforts for this program helped students learn about alcohol, tobacco and drugs. This should be a community effort. They want the Board to spread the word by sponsoring more anti under-age drinking events and movie night on May 20th.

Samreet Kaur from West High and isa member of SHSS which is a state-wide program honoring service and leadership. It is open to everyone. They engage in community service, educational seminars and is associated with Jakara movement.

Harpriya Ghuman is from West High and is an officer of SHSS. This week they are celebrating Musaki. They put up posters around campus and have information at a table luring lunch. They will perform a dance on Thursday.

Navneet Kaur is from West High from the SHSS club. It is part of the Jakara movement. On April 14th they will be celebrating Musaki.

Ramandeep Dosanjh is a senior at West High and an officer of SHSS (Sikh Honors and Service Society). This taught her organizing and networking, support with college applications and paired her with a mentor that gave feedback and general information on college.

Dotty Nygard thanked the Board for all that they do for youth. She is an RN and is here to talk about Earth Day. She is the Director of Tracy Earth project and coordinated with the City of Tracy. This year it will be held on April 23rd and is geared at teaching the community how to be better stewards. She wanted to share

Hearing of **Delegations**

this information with teachers and students. They will show a movie at 3:00 at the community center called "Kiss the Ground". This is a great opportunity for STEM students to learn about soil science and soil health. Their website is <u>www.tracyearthproject.com</u> is their website. There will be vendors, tree planting, seed planting and in honor of art month will do sidewalk art. She hopes to have great participation with our youth.

Public Hearing: 12.1 Administrative & Business Services: None. Educational Services: None. 12.2 12.3 Human Resources: Receive Public Comments Regarding Negotiations with California 12.3.1 School Employees Association and the Tracy Unified School District (TUSD) Opened hearing at 8:32 p.m. No comments were made. Closed hearing at 8.33 p.m. Receive Public Comments Regarding Negotiations with Tracy 12.3.2 Educators Association (TEA) and the Tracy Unified School District (TUSD) Opened hearing at 8:33 p.m. No comments were made. Closed hearing at 8:34 p.m. Board approval of any agenda item requiring insurance is **Consent Items:** 13. conditioned upon acceptance of appropriate insurance accepted by Tracy Unified. Action: Abercrombie, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza) Administrative & Business Services: 13.1 Ratify Routine Agreements, Expenditures and Notice of Completions 13.1.1 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 13.2 **Educational Services:** Approve the District Summer Programs 2022 13.2.1 Ratify Agreement for Special Contract Services with San Joaquin County 13.2.2 Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Art Freiler School and Jacobson School for the 2022-2023 School Year 13.2.3 Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School.

Monte Vista Middle School, North School, Poet-Christian School, Art

Freiler School and Williams Middle School for the 2022-2023 School Year

13.3 Human Resources:

- **13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- **13.3.3** Approve the Revised Instructional Calendars and Calendar Listings for Certificated and Classified for the 2022-2023 year

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Accept the Fiscal Year 2020-21 Annual Financial Audit (Separate Cover Item)
- Action: Abercrombie, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)
- 14.1.2 Adopt Resolution No. 21-16 Authorizing Increase to Statutory Level 1 Developer Fees (Separate Cover Item)
- Action: Abercrombie, Erskine. Vote: Yes-4; No-1(Hoffert); Absent-2(Kaur, Souza)
- 14.1.3 Adopt Resolution No. 21-17 of the Annual Developer Fee Report & Five-Year Findings for 2020-2021 Fiscal Year
- Action: Abercrombie, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)
- 14.1.4 Resolution 21-18 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregate Principal Amount of Not to Exceed \$17,500,000 to Refinance Certain Maturities of Outstanding General Obligation Bonds with Respect to School Facilities Improvement District No.3 and Approving all Related Documents and Actions
- Action: Erskine, Abercrombie. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)
- 14.1.5 Certify Corrective Action to the 2020-21 Findings and Recommendations of the Independent Annual Financial Report (Separate Cover Item)
- Action: Abercrombie, Erskine. Vote: Yes-5; No-2(Kaur, Souza) TUSD Board meeting adjourned @ 8:40 pm Opened the TSFFA Annual Meeting @ 8:41pm
- 14.1.6 TRACY SCHOOL FACILITIES FINANCING AUTHORITY ANNUAL MEETING April 12th, 2022 7:00 P.M. Tracy Unified School District – Education Center 1875 W. Lowell Ave. Tracy, CA 95376

1. CALL TO ORDER

2. ROLL CALL/CONFIRMATION OF OFFICERS - Establish Quorum

Name	TSFFA Board Position
Ameni Alexander	Chair
Zachary Hoffert	Vice-Chair

Nathalia Hughes Erskine	Secretary
Simran Kaur ABSENT	Member
Steve Abercrombie	Member
Ana Blanco	Member
Lori Souza ABSENT	Member

Name	TSFFA Staff Position
Brian Stephens	Executive Director
Rob Pecot	Treasurer and Controller

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

(5-Minute Time Limit Per Individual)

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

No comments were made.

Comments from the Floor on <u>Items On the Agenda</u> (5-Minute Time Limit Per Individual)

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

No comments were made.

4. **DISCUSSION/ACTION** –

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

Action: Abercrombie, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)

5. ADJOURNMENT

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

The Board reserves the right to take action on all items

Adjourn 8:42 pm

6. Reconvene TUSD's Regular Meeting @ 8:43 pm

14.2 Educational Services:

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

Director of IMC, Dr, Debra Schneider presented a power point on Library investment yields results. The number one goal is student achievement. She showed many pictures of libraries. We are open during lunch and recess. Having consistently staffed libraries has shown that student visits have more than doubled from during COVID to the present. They are getting technical work done and having more lunchtime activities. She showed a video of the West High library at lunch with students studying, reading and playing games.

Action: Blanco, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)

- 14.2.2 Approve the Agreements with the Boys and Girls Clubs of Tracy and the SJCOE, to Provide Extended Learning Opportunities to TUSD Students Under the Extended Learning Opportunity Program (ELO-P)
- Action: Abercrombie, Blanco. Vote: Yes-5; No-0; Absent-2(__; Abstain__.
- 14.2.3 Approve TISCS A-G Completion Improvement Grant Plan
- Action: Abercrombie, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza).
- 14.2.4 Approve A-G Completion Improvement Grant Plan
- Action: Abercrombie, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)

14.3 Human Resources:

- **14.3.1** Approve Revised Job Description and Salary for Personnel Technician for Substitute Employees
- Action: Abercrombie, Blanco. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)
- 14.3.2 Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2022-2023 School Year and Submit it for Negotiations
- Action Abercrombie, Erskine. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)
- **14.3.3** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2022-2023 School Year
- Action: Erskine, Abercrombie. Vote: Yes-5; No-0; Absent-2(Kaur, Souza)

Board Reports: Trustee Blanco thanked everyone who came to the meeting tonight. She also thanked Dr. Pecot and Dr. Schneider for looking into an issue for her. She also mentioned if you have a public library card, you can gain entry to all state parks for free. Trustee Abercrombie congratulated all who were recognized tonight. We have a great group of people and students. He hopes everyone enjoys a well-deserved week off. Trustee Erskine thanked the students who presented. She also thanked Dr. Stephens, Dr. Pecot and Ms. Stocking for all the implementation they have done to improve our A-G. curriculum and expanded learning. She thanked Dr. Stephens and Ms. Jalique for ensuring our new hires, and Dr. Schneider for bringing the data and benefits, it was nice to see the movement from last year. Trustee Hoffert thanked all who came out and presented. He congratulated students who have had success on the sports field and with extra-curricular activities. Trustee Alexander thanked all students for their sports achievement and their coaches who train and inspire our students. He appreciates all who came out tonight and our next meeting is May 10.

Superintendent
Report:Dr. Stephens commented that it has been a good night for the district. Tomorrow at
Tracy High School, we have our music festival at the football field. This is usually
held at West High School. This is one of the highlights of the school year. The
music is fantastic. Dr. Schneider did a great job on the library remodel at West High.
Next year we will do 4 or 5 more of our libraries. He is looking forward to spring
break.

Adjourn: 9:04

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: April 25, 2022
SUBJECT: Receive Report on the Tracy Unified School District Induction Program

BACKGROUND: The Tracy Unified Induction Program is based on a support and growth model that has been in place since 1998 through the San Joaquin County Office of Education (SJCOE) and then as a District stand-alone program beginning in the year 2000 under the Beginning Teacher Support and Assessment, BTSA system. The TUSD Induction Program (formally BTSA) provides collaborative, individualized support for all induction candidates through a formative assessment process in order to support teachers in their growth along the continuum of teaching practices. We develop self-reflective, positive thinking teachers who engage in collaboration and focus on student achievement. Upon completion of this program, candidates earn their Clear Teaching Credential.

RATIONALE: The Tracy Unified School District (TUSD) Induction Program Report provides an update and information to the Board of Education on the current state of the Induction Program in the District. This Agenda supports District Strategic Goal 2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Not applicable.

RECOMMENDATION: Receive Report on the Tracy Unified School District Induction Program.

Prepared by: Mrs. Erin Quintana, Director of Professional Learning and Curriculum.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 29, 2022
SUBJECT: Receive Information on the Universal Pre-Kindergarten (UPK) Plan

BACKGROUND: California seeks to set children on a trajectory of lifelong success by investing in early and equitable learning experiences, including infant and toddler supports, universal preschool for all four-year-old children, and enhanced educational experiences across an aligned preschool to third grade system. The 2021–22 State Budget package established the UPK Planning and Implementation Grant Program as a State Early Learning Initiative with the goal of expanding access to prekindergarten programs at Local Educational Agencies (LEAs). This grant program provides \$200 million for the California Department of Education (CDE) to allocate directly to LEAs based on a statutory formula to support planning and implementation costs associated with expanding pre-kindergarten options, such as universally-available transitional kindergarten (TK), California State Preschool Programs (CSPP), and other local and community-based partnerships. Engaging partners in the community will enhance resources for families and children and fully utilize and coordinate available resources, including facilities, staff, and funding.

Under the provisions of California *Education Code* (*EC*) Section 8281.5, grant funds are allocated to school districts, charter schools, and county offices of education (COEs) according to a specified formula. In addition, funds are allocated to COEs to support countywide planning and capacity building around UPK. Grant funds may be used for costs associated with creating or expanding CSPP or TK programs, or to establish or strengthen partnerships with other providers of prekindergarten education are available for four-year-old children. Allowable costs include, but are not limited to: (1) planning costs, (2) hiring and recruitment costs, (3) staff training and professional development, (4) classroom materials, and (5) supplies.

RATIONALE: As a condition of receiving these grant funds, State law requires each LEA to create a plan articulating how all children in the attendance area of the LEA will have access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After-School Education and Safety Program (ASES), the California state preschool program, and other community-based early learning and care programs (*EC* Section 8281.5).

Under State law, the plan must be developed for consideration by the LEA's Governing Board, at a public meeting on or before June 30, 2022, after which the LEA must provide data, as specified by the State Superintendent of Public Instruction, to the CDE. LEAs will have until June 30, 2025, to use the funds. In addition, the 2021–22 State Budget also established the Expanded Learning Opportunities Program (ELO-P). The intent of the program is that all LEAs offer all unduplicated students in classroom-based instructional programs access to comprehensive afterschool and intersessional expanded learning opportunities. The ELO-P requires LEAs to offer in-person before or after-school expanded learning opportunities that, when added to the core instructional day, are no fewer than nine hours of combined instructional time and expanded learning opportunities per instructional day (*EC* Section 46120). The TUSD ELO/ELO-P was approved at a previous Board Meeting. This Agenda Item supports District Goals: #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; #2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and #3 - Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There are several State Grants that will fund the implementation of the UPK Program: The UPK Planning and Implementation Grant; the Extended Learning Opportunities Program Funding (ELO/ELO-P); facilities planning and upgrading grants, and funds from the COE to support its districts with UPK expansion needs.

RECOMMENDATION: Receive Information on the Universal Pre-Kindergarten (UPK) Plan.

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



 TO: Dr. Brian Stephens, Superintendent
 FROM: Dr. Rob Pecot, Assoc Supt of Business Services
 DATE: April 12, 2022
 SUBJECT: Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Orlando, FL from July 9-13, 2022

BACKGROUND: The Annual National Conference's core mission is to provide professional development for School Nutrition Association members who are dedicated to feeding the nation's school children and building healthy habits that will last a lifetime.

RATIONALE: Approval of this agenda item gives authorization to the Food Service Director and Food Service Coordinator to attend the three-day event attended by over 6,000 school nutrition professionals every July. With more than 100 education sessions, over 800 exhibit booths and a host of networking events, it is known as the School Nutrition Event of the Year.

FUNDING: The estimated total cost for this conference for both the Food Service Director, Brandy Campbell, and the Food Service Coordinator, Rachel Pollard, is \$7,300.00. The estimated cost includes registration, lodging, transportation and meals. The cost of this conference will be paid out of the Kitchen Infrastructure and Training funds.

RECOMMENDATION: Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Orlando, FL from July 9-13, 2022.

Prepared by: Brandy Campbell, Food Service Director.



 TO: Dr. Brian Stephens, Superintendent
 FROM: Dr. Rob Pecot, Assoc Supt of Business Services
 DATE: April 4, 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 MAY 10, 2022 SUMMARY OF SERVICES

Α.	Vendor: Sites: Item: Services: Cost: Project Funding:	MSDSonline / VelocityEHS District-wide Year Three of a Three Year Service Agreement Unlimited MSDS database searches, views, and additions to the eBinder. Ability to print safety data sheets and download an electronic back up. \$8,999.00 anually Environmental Compliance
В.	Vendor: Sites: Item: Services: Cost: Project Funding:	All City Management Services Bohn Elementary School Service Agreement School crossing guard services at Bohn School for the 2022- 2023 school year \$17,096.40 General Fund
C.	Vendor: Sites: Item: Services: Cost: Project Funding:	Sierra Building Systems District-wide Proposal Per the National Fire Alarm and Signaling Code, NFPA 72, Sierra Building Systems will perform testing, inspection, and deficiency repairs to the fire alarm panels district-wide. \$94,663.00 for inspections, not to exceed \$115,000.00. Environmental Compliance
D.	Vendor: Sites: Item: Services: Cost:	San Joaquin County Office of Education District-wide Three Year Agreement (Expires 6/30/25) SJCOE will provide participating districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours per fiscal year. Cost is based on district participation <\$2,000.00. Additional fees are accrued in the event the participating districts cumulative service hours exceed 100 hours per fiscal year at a
	Project Funding:	rate of \$300.00 for the first hour of each call and \$100.00 per hour thereafter. General Fund



 TO: Dr. Brian Stephens, Superintendent
 FROM: Dr. Rob Pecot, Assoc Supt of Business Services
 DATE: April 14, 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:

Kimball High School:

 Tracy Unified School District/Kimball High School: From M-T Metal Fabrication Inc. for the amount of \$500.00 (ck. #33684). This donation will benefit Kimball High School's softball teams.

Tracy High School:

- 1. Tracy Unified School District/Tracy High School: From Steven C. Nelson for the amount of \$500.00 (ck. #511). This donation is a contribution to the Steve and Amanda Nelson Scholarship for the 2021-2022 school year.
- 2. Tracy Unified School District/Tracy High School: From Tracy Hills Holding Co. for the amount of \$2,000.00 (ck. #4127). This donation will benefit Tracy High School's athletic program.
- 3. Tracy Unified School District/Tracy High School: From the Bypass Trust c/o Jacqueline Erceg for the amount of \$1,000.00 (ck. #614). This donation is a contribution to the Mike Erceg Scholarsip for the 2021-2022 school year.
- 4. Tracy Unified School District/Tracy High School: From A & M Pombo for the amount ot \$600.00 (ck. #9906). This donation is a contribution to the Gene Pombo Scholarship for the 2021-2022 school year.
- 5. Tracy Unified School District/Tracy High School: From Dana Roberson for the amount of \$500.00 (ck. #1104). This donation is a contribution to the Dorwin Hathon Scholarship for the 2021-2022 school year.

6. Tracy Unified School District/Tracy High School: From Nancy Gonzales-Heer for the amount of \$1,000.00 (ck. #3660). This donation is a contribution to the Butch Gonzales Scholarship for the 2021-2022 school year.

West High School:

- 1. Tracy Unified School District/West High School: From Varsity Esports Foundation for the amount of \$500.00 (ck. #0085428514). This donation is associated with the Esports Club Grant which will be used to support costs associated with West High School's E-Sports League.
- Tracy Unified School District/West High School: From the NRA Foundation Grant Department for the combined value of \$7,800.00. This grant will support the Marksmanship component of the AFJROTC program. The award includes direct shipped supplies and equipment along with \$800.00 (ck. #013497) for additional purchases per grant guidelines.

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

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

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

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



EDUCATIONAL SERVICES MEMORANDUM

 TO: Dr. Brian R. Stephens, Superintendent
 FROM: Julianna Stocking, Associate Superintendent of Educational Services
 DATE: April 11, 2022
 SUBJECT: Approve Overnight Travel for Kimball High School Senior Class to Attend Grad Night at Six Flags Magic Mountain in Valencia, CA on May 20-21, 2022

BACKGROUND: The graduating class of 2022 will travel by chartered busses to Six Flags Magic Mountain. 154 Kimball students, 10 chaperones and 2 administrators will attend this event. Attending students met Senior requirements and academic arrangements have been made for those who plan to attend.

RATIONALE: It has been a tradition to send graduating seniors off to a fun location to celebrate their exit from high school. Kimball High Seniors have chosen Six Flags Magic Mountain, located in Valencia, California. They will leave Kimball High the afternoon of May 20, traveling by chartered bus(s) to travel to Valencia California. After the all-night event, students will return to Tracy the morning of Saturday, May 21. This incentive opportunity aligns with Strategic Goal #1 Prepare all students for college and careers and ensure all student meet grade level standards.

FUNDING: The estimated cost of this event is \$24,000.00.

RECOMMENDATION: Approve Overnight Travel for Kimball High School Senior Class to Attend Grad Night at Six Flags Magic Mountain in Valencia, CA on May 20-21, 2022

Prepared by: Ben Keller, Principal Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

 TO: Dr. Brian R. Stephens, Superintendent
 FROM: Julianna Stocking, Associate Superintendent of Educational Services
 DATE: April 13, 2022
 SUBJECT: Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary STEM Academy during Summer School 2022

BACKGROUND: South/West Park School will be providing a Stem Academy this summer for K-5 EL students. It has been determined that the Stem Academy students would benefit from the FabLab field trips provided by the SJCOE Stem department.

RATIONALE: In order to facilitate this, South/West Park School will contract with San Joaquin County Office of Education (SJCOE) Stem department to provide 12 days of FabLab Field Trips hosted by SJCOE at the South/West Park Stem Academy. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 cost will be funded by site Title 1 and Targeted funds in the amount of \$8,400.

RECOMMENDATION: Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary STEM Academy during Summer School 2022.

Prepared by: Ramona Soto, South/West Park 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 San Joaquin County Office of Education , 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:

Contractor shall perform the following duties: Provide preparation and facilitation of FabLab Field Trips at South/West Park 1. Elementary School during the Stem Academy during Summer School on the following dates: June 8-10, June 15-17, June 22-24, June 29-30 and July 1, 2022

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of <u>Twelve (12)</u> () [] HOURS [X] DAYS, under the terms of this agreement at the following location 500 W. Mt. Diablo Ave, Tracy .
- 3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$8,400.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$8400.00 . 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 \$_-0for 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.
- The terms of the agreement shall commence on May 11, 2022 , and shall terminate on 4. July 1, 2022

This agreement may be terminated at any time during the term by either party upon Thirty (30) 5. _____ 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, <u>Ramona Soto</u>, at (209) <u>830-3335</u> 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 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 [x] 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.

- Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement 10. 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: Stephof Cal			
Contractor Signature	Title	Tracy Unified School District	
IRS Identification Number		Date	
Title		Account Number to be Charged	
Address Wane where		Department/Site Approval	
Div. Director of Operation		Budget Approval	
Rev. 06 23 16		22 Date Approved by the Board	

SAN JOAQUIN COUNTY OFFICE OF EDUCATION



Troy A. Brown, Ed.D., County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING SAN JOAQUIN COUNTY OFFICE OF EDUCATION (SJCOE) STEM PROGRAMS and SOUTH WEST PARK ELEMENTARY SCHOOL

Host Field trip at South West Park Elementary School: 12 Field trips:

- Wednesdays: June 8th, June 15th, June 22nd, and June 29th, 2022
- Thursdays: June 9th, June 16th, June 23rd, and June 30th, 2022
- Friday's: June 10th, June 17th, June 24th, and July 1st, 2022

The two parties, SJCOE and South West Park Elementary School, mutually agree to the following terms and conditions.

SJCOE STEM Programs will travel to South West Park Elementary School on the above listed dates and provide STEM activities for each grade level supporting NGSS and California Computer Science Standard materials.

Total Cost: \$8,400.00 South West Park Elementary School will pay SJCOE, \$8,400.00. SJCOE will invoice after field trip. Payment is due 30 days from the date of the invoice.

SAN JOAQUIN COUNTY OFFICE OF

EDUCATION

Annie Cunial, Div. Director of STEM Programs 04/07/2022

Date

1 aser

Warren Sun, Div. Director of Operations 04/07/2022

Date

SOUTH WEST PARK ELEMENTARY

Ramona Sot o- Bargias

Ramona Soto, Principal 04/07/2022

Date

TERMINATION OF MEMORANDUM: This agreement can be terminated by either party within 30 days advanced written notice. If cancellation occurs within a week of the scheduled field trip, South West Park Elementary School will still be invoiced for the amount quoted. In the event that SJCOE cancels, South West Park Elementary School can cancel without a fee or reschedule to a different date.

EDUCATE • INNOVATE • INSPIRE



EDUCATIONAL SERVICES MEMORANDUM

 TO: Dr. Brian R. Stephens, Superintendent
 FROM: Julianna Stocking, Associate Superintendent of Educational Services
 DATE: April 26, 2022
 SUBJECT: Approve Overnight Travel for the West High FFA Officers and Advisors to Attend the Annual Officer Retreat at Camanche Lake Resort, Ione, CA on July 30th – August 2, 2022

BACKGROUND: This is the annual retreat where the new officers are trained in how to run the program. Officers and advisors participate in traveling to industry tours and participate in leadership building activities. They also plan the calendar of events for the entire year.

RATIONALE: This is an opportunity for new officers to learn the ropes of leadership, planning and execution for the FFA program. This is an intense time of preparation so that advisors and students know their various roles and have solid plans for the new school year. 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, staff meals, mileage and transportation costs will total approximately \$1, 400.00, to be paid by the AIG (Ag. Incentive Grant) and student food will be paid from West High ASB account.

RECOMMENDATION: Approve Overnight Travel for the West High FFA Officers and Advisors to Attend the Annual Officer Retreat at Camanche Lake Resort, Ione, CA on July 30th – August 2, 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: April 7, 2022
 SUBJECT: Ratify Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School for the 2021-2022 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that all children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Williams Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay \$10,000 for the nine-week parent class, not to exceed \$10,000. The cost of the program will be paid by ELOG Funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School for the 2021-2022 School Year.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a Quality Education (PIQE) _____, 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:

Contractor shall perform the following duties: Nine week parent class to educate parents and increase 1. parent involvement at Williams Middle School for the 2021-2022 school year

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 <u>Nine</u> () [] HOURS [X] DAYS, under the terms of this agreement at the following location Williams Middle School
- In consideration of the services performed by Contractor, District shall pay Contractor according 3. to the following fee schedule:
 - ____per [] HOUR [] DAY [X] FLAT RATE, not to exceed a a. District shall pay \$ 10,000 total of \$ 10,000 _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$______ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
- The terms of the agreement shall commence on January 18, 2022, , and shall terminate on 4. March 8, 2022

This agreement may be terminated at any time during the term by either party upon 30 5. _____ 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, ____, at ()___ with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
- 8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor | | WILL | | WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

This Agreement is for the personal services of the Contractor and Contractor may not assign the 9. 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 27 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		Tracy Unified School District
IRS Identification Number		Date
Title ZICII Michael DI Ste H		Account Number to be Charged
Address		Department/Site Approval
(aug) 222-91/01		Budget Approval
(204) 228-7494	28	Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

 TO: Dr. Brian R. Stephens, Superintendent
 FROM: Tammy Jalique, Associate Superintendent of Human Resources
 DATE: April 27, 2022
 SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND: MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

NAME/TITLE	SITE	<u>EFFECTIVE</u> DATE	REASON
Donovan, Audrey Assistant Principal	Poet	6/30/2022	Returning to teaching position
Heredia Vasquez, Sandra Psychologist	Dist. Wide	6/1/2022	Personal
Salazar, Maria English Learner Program Co	DEC oordinator	6/30/2022	Personal
Strelka, Meagan Assistant Principal	Monte Vista	6/30/2022	Accept Assistant Principal Position At Tracy High
BACKGROUND:	CERTIFICA	ATED RESIGNATIO	N

DACAGAUUND.	CERTIFICATED RESIGNATION		
NAME/TITLE	SITE	EFFECTIVE	REASON
		DATE	
			5 1
Alexander, Giffin	KHS	5/27/2022	Personal
Biology			
Alton, Barbara	Kelly	6/1/2022	Personal
7 th grade Science	iteny	0,1,2022	i orbortar
/ grade betenee			

Ban, Chinda 1 st grade	North	6/16/2022	Personal
Crivello, Anthony Alternative Education	Duncan Russell	6/30/2022	Accepted Assistant Principal position at George Kelly
DiGiulio, Emily 1 st grade	McKinley	7/1/2022 (as amended)	Personal
Herman, Rachel Social Science	THS	5/30/2022	Personal
Katona, Robert .80 FTE Art	THS	5/27/2022	Personal
Locke, Katelyn 6 th grade	WMS	6/30/2022	Personal
Smith, Holly Agriculture Science	WHS	6/19/2022	Personal
Thokkadam, Miena 5 th grade	McKinley	7/1/2022	Personal
Tito, Angela 4 th grade	Hirsch	5/27/2022	Personal
BACKGROUND:	CERTIFICA	ATED RETIREMENT	<u> </u>
NAME/TITLE	<u>SITE</u>	<u>EFFECTIVE</u> <u>DATE</u>	REASON
Ivers, Tammara Special Education, RSP	Jacobson	5/28/2022	Retirement
Sequeira, Mary Kindergarten	Hirsch	5/28/2022	Retirement
Thomas, Kris 6 th grade	Poet	7/1/2022	Retirement
BACKGROUND: MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS			
NAME/TITLE	SITE	<u>EFFECTIVE</u> <u>DATE</u>	

Wells, Gloria Personnel Technician for Substitute Employees	HR	6/30/2022	Retirement
Carter, Jill Director of School Business Suppor Services & Purchasing	DEC t	8/12/2022	Retirement

BACKGROUND: NAME/TITLE	<u>CLASSIFIE</u> <u>SITE</u>	<u>D RETIREMENTS</u> EFFECTIVE DATE	REASON
Agcaoili, Alejandro Utility Person III	МОТ	6/1/2022	Retirement
Navarro, Miriam Elementary Attendance Clerk	FES	4/29/2022	Retirement
Osbourn, Deborah Special Ed Para I	VES	5/28/2022	Retirement

BACKGROUND:	CLASSIFIED RESIGNATION		
NAME/TITLE	SITE	EFFECTIVE DATE	<u>REASON</u>
Acosta, Faith Food Service Worker	THS	4/5/2022	Accepted FSW position w/more hours
Feliciano, Christopher Utility Person III	МОТ	5/6/2022	Personal
Godinez Briseno, Lesly Para Educator	FES	4/2/2022	Personal
Gonzalez, Adriana Food Service Worker	WHS	3/30/2022	Accepted FSW position w/more hours
Hallman, Jessica Clerk Typist I	STEM	4/8/2022	Accepted K-8 Library Technician position

Hawk, Mary Food Service Worker	KES	4/5/2022	Accepted FSW position w/more hours
Matasol, Cinthya Food Service Worker II	WHS	4/24/2022	Accepted UII1 position
McAbee, Michelle H.S. Attendance Clerk	THS	5/28/2022	Personal
Ruiz, Carlos Utility Person III	MOT	4/23/2022	Personal
Vargas, Ray H.S. Custodial Supervisor/ Maintenance Mechanic	MOT	4/19/2022	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 27, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:	MANAGEMENT/CLASSIFIED
	CONFIDENTIAL

Bales, Jordan	District Wide School Psychologist (New) LMP, Class 8, Step A, \$88,181.00 Fund: Special Education To begin the 2022-2023 school year
Crivello, Anthony	George Kelly Elementary School Assistant Principal (Replacement) LME, Class 51, Step C, \$116,528.00 Fund: General To begin the 2022-2023 school year
Maslyar, William	Kimball High School Principal (Replacement) LME, Class 58, Step E, \$161.071.00 Fund: General To begin the 2022-2023 school year
Padilla, Sage	District Wide Speech Language Pathologist (New) LMP, Class 8, Step B, \$88,524.00 Fund: Special Education To begin the 2022-203 school year

Strong, Jennifer

Waggle, Jonathan

BACKGROUND:

Edwards III, William

Elkins, Kimberly

Davis, Kimberly

Fiadoyor, Elias

Gaona, Michelle Malfabon

Jimenez, Sonia

Tracy High School Assistant Principal (Replacement) LME, Class 54, Step B, \$126,184.00 Fund: General To begin the 2022-2023 school year

Kimball High School Head Counselor (Replacement) LMP, Class 11 Step H, \$24,255.00 Fund: General

Tracy High School Principal (Replacement) LME, Class 58, Step E, \$158,961.00 Fund: General To begin the 2022-2023 school year

CERTIFICATED

West High School Physical Education (Replacement) "B" Class III, Step 9, \$72,982.00 Fund: General To begin the 2022-2023 school year

Tracy Independent Charter School ELD Independent Study(New) "A" Class I, Step 1, \$56,987.00 Fund: General To begin the 2022-2023 school year

Williams Middle School Special Education RSP (Replacement) "B" Class III, Step 1, \$61,684.00 Fund: Special Education To begin the 2022-2023 school year

Tracy High School Biology/Chemistry (Replacement) "B" Class IV, Step 1, \$61,558.00 Fund: General To begin the 2022-2023 school year

Villalovoz Special Education RSP (New) "A" Class I, Step 1, \$56,987.00 Fund: Special Education To begin the 2022-2023 school year

West High School Spanish (Replacement) 34 Lausier, Jennifer

Orsi, Christina

BACKGROUND:

BACKGROUND:

Acosta, Faith

Arroyo, Rosa

Baccaam, Melissa

Bem, Robert

Garay, Alba

"B" Class IV, Step 1, \$59,560.00 Fund: General To begin the 2022-2023 school year

Kimball High School English (Replacement) "A" Class I, Step 1, \$54, 867.00 Fund: General To begin the 2022-2023 school year

Professional Development Teacher on Special Assignment "B" Class V, Step 17, \$94,281.00 Fund: ESSER To begin the 2022-2023 school year

MANAGEMENT/CLASSIFIED CONFIDENTIAL

CLASSIFIED

Food Service Worker (New) Tracy High 4 hours per day Range 22, Step B - \$16.35 per hour Fund: Child Nutrition – School Program

H.S. Library Technician (Replacement) Kimball High 7 hours per day Range 31, Step B - \$20.14 per hour Fund: State Lottery

Special Ed Para Educator (Replacement) KHS 6 hours per day Range 24, Step B - \$17.11 per hour Fund: Sp Ed-Idea Bas Grnt Entl

Utility Person III (Replacement) SWP 8 hours per day Range 38, Step E - \$27.32 + ND per hour Fund: General Fund

Elementary Attendance Clerk (Replacement) SWP 8 hours per day

	Range 28, Step C - \$19.67 per hour Fund: General Fund
Gonzalez, Adriana	Food Service Worker (New) West High 4 hours per day Range 22, Step E - \$18.78 per hour Fund: Child Nutrition – School Program
Guzman, Chelsea	Account Clerk (Replacement) Food Services 8 hours per day Range 35, Step C - \$23.18 per hour Fund: Child Nutrition – School Program
Guzman Tinajero, Sahian	IEP Para Educator (New) Bohn 6.5 hours per day Range 24, Step C - \$17.94 per hour Fund: Special Education
Hallman, Jessica	K-8 Library Technician (Replacement) Central 6 hours per day Range 30, Step C - \$20.58 per hour Fund: State Lottery, ESSER 2
Hawk, Mary	Food Service Worker (New) Monte Vista 6 hours per day Range 22, Step E - \$18.78 per hour Fund: Child Nutrition – School Program
Jackson, Marcel	Utility Person II (Replacement) WHS 8 hours per day Range 35, Step C - \$23.18 + ND per hour Fund: General Fund
Matasol, Cinthya	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$24.87 per hour Fund: Ongoing and Major Maintenance; Home to School Transportation
Monk, Tabatha	Para Educator I (New) PCES 8 hours per day Range 24, Step C - \$17.94 per hour Fund: ELO Grant

Mudda, Archana JES 6 hours per day Oropeza, Daniel KHS 8 hours per day Preciado, Jocelyn CES Rosas, Gloria Bohn Fund: ELO Grant Szlendak, Brittany PCES 6 hours per day Tanjuakio, Joel Transportation

BACKGROUND:

Derek Graves

Special Ed Para Educator (Replacement) Range 24, Step A - \$16.35 per hour Fund: Iasa-Title I Bas Grnts Low Inc

Utility Person II (Replacement) Range 35, Step A - \$21.12 + ND per hour Fund: General Fund – Unrestricted

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

Para Educator I (New) Range 24, Step C - \$17.94 per hour

Para Educator I (Replacement) Range 24, Step C - \$17.94 per hour Fund: General Fund

Bus Driver (Replacement) 8 hours per day Range 38, Step A - \$22.62 per hour Fund: Special Ed Transportation

COACHES

Football- Varsity Head Coach Kimball High Stipend: \$ 8058.83

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

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 TO: Dr. Brian Stephens, Superintendent
 FROM: Dr. Robert Pecot, Associate Superintendent for Business
 DATE: April 21, 2022
 SUBJECT: Adopt Resolution No. 21-19 Authorizing Temporary Loans Between Funds for the 2022/23 School Year

BACKGROUND: The potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: It may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 21-19 Authorizing Temporary Loans Between Funds for the 2022/23 School Year.

Prepared by: Reed Call, Director, Financial Services



TRACY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 21-19

AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION CODE SECTION 42603

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2022/23 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 10th day of May 2022, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President, Board of Trustees Tracy Unified School District Clerk Board of Trustees Tracy Unified School District



ADMINISTRATIVE SERVICES MEMORANDUM

TO:Board of EducationFROM:Dr. Brian R. Stephens, SuperintendentDATE:May 02, 2022SSUBJECT:Adopt Resolution #21-20 Specifications of the Election Order

BACKGROUND: The regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district.

RATIONALE: In order to participate in a consolidated election with San Joaquin County, the Board of Trustees must pass a resolution to do so. In effect, this resolution places the election of Trustees on the General Election Ballot of November 8, 2022.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #21-20 Specifications of the Election Order.

Prepared by: Dr. Brian R. Stephens, Superintendent.



TRACY UNIFIED SCHOOL DISTRICT RESOLUTION NO. 21-20 Specifications of the Election Order

WHEREAS, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district; and

WHEREAS, the governing board member election shall be held on Tuesday, November 8, 2022; and

WHEREAS, the purpose of the election is to elect four (4) members of the Governing Board of the Tracy Unified School District, in San Joaquin County, as follows:

Four (4) Trustees – area at large – four-year terms

WHEREAS, the Clerk or Secretary of the Governing Board shall deliver, no later than May 27, 2022, two copies of this Resolution and Order to the county Superintendent of Schools, and one copy to the officer conducting the election.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein, certifies the Specification of the Election Order as presented.

PASSED AND ADOPTED this 10th day of May, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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



EDUCATIONAL SERVICES MEMORANDUM

 TO: Dr. Brian R. Stephens, Superintendent
 FROM: Julianna Stocking, Associate Superintendent of Educational Services
 DATE: April 28, 2022
 SUBJECT: Approve the Updated California Expanded Learning Opportunity Program/Plan (ELO/ELO-P) for the Tracy Unified School District

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities - California Ed. Code (EC) Section 46120. An unduplicated pupil is a pupil enrolled in a school district or charter school who is officially classified as an English learner, is eligible for Free or Reduced price meal (FRPM), and/or is a foster or homeless youth. The ELOP states that LEAs must provide Before School and/or After School as well as at least 30 days of Intersession (Summer and/or Winter Break) to its unduplicated pupils. The ELO/ELO-P highly encourages LEAs to partner with community-based organizations to assist in providing these services. District staff and community partners presented information on TUSD's ELO/ELO-P at the March 8th Board Meeting. The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167) requires Governing Board Approval, before it will be reviewed by the State. The original TUSD ELO/ELO-P Plan was generously approved by TUSD's Governing Board on March 22, 2022.

RATIONALE: In the original ELOP Plan, the following TUSD Schools are to receive services: Bohn, Hirsch, Williams, Freiler and West High Schools. Since the Plan was approved, TUSD had applied for, and has since been awarded, a 21st Century Grant which will now cover the cost of these same services for West High School. We are requesting the TUSD Governing Board approve the replacement of West High with George Kelly School. Based on needs assessments, George Kelly School was next on the list to receive ELOP Services. The ELO/ELO-P Plan has been updated to reflect this request. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: All expenses will be funded by the District's ELO/ELO-P Funding Allocation, which is projected to be approximately 2.4 million dollars over the next 3 years.

RECOMMENDATION: Approve the Updated California Expanded Learning Opportunity Program/Plan (ELO/ELO-P) for the Tracy Unified School District.

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



HUMAN RESOURCES MEMORANDUM

TO:Dr. Brian R. Stephens, SuperintendentFROM:Tammy Jalique, Associate Superintendent of Human ResourcesDATE:April 22, 2022SUBJECT:Approve Temporary Increase to Certificated Substitute Rates of Pay for the
2022-2023 School Year

BACKGROUND: On September 14, 2021, the Tracy Unified School District Board of Trustees approved a temporary increase to certificated substitute rates of pay for the 2021-2022 school year. As the state of California is still experiencing a teacher shortage due to a variety of social and economic factors, a recommendation to again increase certificated substitute rates of pay for 2022-2023 is being proposed to address this shortage.

RATIONALE: A temporary increase in certificated substitute pay rates will make substituting in Tracy Unified School District a more appealing consideration and may increase the District's ability to recruit substitutes and support provision of services to students.

FUNDING: General Fund

RECOMMENDATION: Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2022-2023 School Year

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

Proposed Increase to Certificated Substitute Rates

	Da	Days Subbed in Prior Year				
Rates prior to the 21-22						
temorary increase:	<u>1 to 30</u>	21 to 60	<u>61 - 90</u>	<u>91+</u>		
	\$	\$	\$	\$		
Full day, 5 or more hours	168.00	179.00	200.00	210.00		
	\$	\$	\$	\$		
3/4 day; 4 hours and 1 minutes	126.00	134.25	150.00	157.50		
	\$	\$	\$	\$		
1/2 day	84.00	89.50	100.00	105.00		
	\$	\$	\$	\$		
Prep Period Coverage	33.60	35.80	40.00	42.00		
Long Term Rate						
\$210						
	1		· · · · · · · ·			
	Days Subbed in Prior Year					
Proposed Rates (continuation		1				
of 21-22 temporary rates)	<u>1 to 30</u>	<u>21 to 60</u>	<u>61 - 90</u>	<u>91+</u>		
	\$	\$	\$	\$		
Full day, 5 or more hours	215.00	236.00	257.00	280.00		
	\$	\$	\$	\$		
3/4 day; 4 hours and 1 minutes	161.25	177.00	192.75	210.00		
	\$	\$	\$	\$		
1/2 day	107.50	118.00	128.50	140.00		
	\$	\$	\$	\$		
Prep Period Coverage	43.00	47.20	51.40	56.00		
Long Term Rate						
\$280/day						
COVID Floater Rate						
\$250/day						
, ,	.L		L	-l		



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 28, 2022
SUBJECT: Approve Job Description for Activities Director

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions. The District and TEA have recognized the need to create a job description for the high school Activities Directors. They negotiated and agreed to the attached job description.

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

FUNDING: Unrestricted General Fund

RECOMMENDATION: Approve Job Description for Activities Director

Prepared by: Tammy Jalique, Associate Superintendent of Human Resource

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Activities Director

DEPARTMENT: Comprehensive High Schools

POSITION SUMMARY:

Under the direction of the Principal, plan, organize, control and direct high school student activities; schedule and coordinate student activity programs and events on campus; serve as liaison between administrators, personnel, parents, students and outside agencies. The Activities Director shall also be assigned to teach the Leadership Class(es) on campus. This is in addition to their regular assigned classes and should not be viewed as an extension of their prep/release periods.

ESSENTIAL FUNCTIONS:

- 1. Plan, organize, control and direct high school student activities; develop standards and procedures for high school student activity programs; coordinate student led leadership camps on school facilities and security at student activity events.
- 2. Serve as liaison between administrators, personnel, parents, students, community and outside agencies; respond to inquiries and provide information concerning school student activity programs; coordinate activities and programs, resolve issues and conflicts and exchange information with groups involved.
- 3. Plan, organize and facilitate student activities.
- 4. Direct all student activity advisors in order to ensure they meet District requirements, support District & Site philosophy regarding activities, and are providing role models for students in compliance with CADA Student Activity & Leadership Standards.
- 5. Develop and submit a timely annual budget for the site activity programs and activities; analyze and review budgetary and financial data to remain fiscally sound; control and authorize expenditures in accordance with established limitations; coordinate the purchase and maintenance of activities equipment & supplies; prepare financial reports as needed in compliance with FCMAT or other financial guidelines.
- 6. Oversee the organization and operation of the extra-curricular/co-curricular activities & non-athletic programs on campus, including but not limited to:
 - i. All student sanctioned and ASB Approved Clubs
 - ii. Student Spirit Sections, Groups, & Organizations.
 - iii. Student government.
 - iv. Class officers.
 - v. Club officers.
 - vi. Other performances or competitive groups.
- 7. Develop and approve student activity schedules for the high schools respectively, including coordination of necessary personnel and equipment. Communicate with all impacted parties in the event of an activity's cancellation. Work with maintenance,

security, and site administration.

- 8. Attend District activity events on a regular basis and assist as needed with tasks related to the event such as event or spectator control.
- 9. Administer all interscholastic policies and procedures as identified by the district in the TUSD Student Handbook and all District Board policies related to the Extra/Co-Curricular Activities Departments. Represent the school as necessary in all student activity business at District, League, and State meetings or conventions.
- 10. Arrange for and purchase awards to be presented and schedule banquets. Obtain prior approval from the Superintendent regarding the naming of athletic awards.
- 11. Chair and administer League or CADA Area meetings as assigned and as necessary.
- 12. Ensure that equipment is properly inventoried and maintained. Coordinate with site admin regarding student activity equipment inventory, and maintain a record of the location of equipment being used and stored.
- 13. Coordinate student activity facility use within the school site and other school sites and outside groups including use of facilities for student activity related purposes. Review and approve facility use agreements as necessary for extra/co-curricular programs.
- 14. Communicate with the site Principal, Athletics Director, Head of Security, and Maintenance/Grounds Supervisors on a regular basis to ensure the best use and maintenance of student activity facilities and buildings.
- 15. Provide input, when necessary, to the site Principal and Facilities Dept. regarding the planning and development of new facilities for student activity purposes.
- 16. Coordinate with the Principal, athletics director, club advisors, cheer advisor and coaches on the scheduling of student activity assemblies and rallies, including rooter buses, band and pep squad, etc.

EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. The Activities Director shall hold an appropriate valid California teaching credential. Previous successful student leadership advising and experience in advising student government preferred.

SKILLS AND QUALIFICATIONS:

- 1. Knowledge of intermediate computer skills including the ability to maintain the school's Activities Website and respond to electronic communications from inside and outside the District.
- 2. Ability to communicate effectively, orally and in writing in order to arbitrate and mediate problems arising within the ranks of the extra/co-curricular student activity programs on campus, between advisors and participants, or between advisors, parents and other adults.
- 3. Knowledge of all CADA Leadership Standards, including scholastic eligibility of all participants.
- 4. Ability to interpret FCMAT & Board Financial Policies, and to train advisors on all rules

and regulations governing their program, organization, and or extra/co-curricular activity.

- 5. Ability to work effectively with outside interest groups, such as parent advisory groups and seek ways for supporting and financing the activities program.
- 6. Knowledge of the District insurance program.
- 7. Ability to evaluate the student activity program and seek ways of improving interscholastic & extra/co-curricular life on campus. Present recommendations for changes in policies from the student activity department to the site Principal, and be responsible for the annual review of advisor expectations, guidelines, & rules.
- 8. Ability to Maintain a good working relationship with the local press and strive to ensure that each of the activity areas receive proper publicity.
- 9. Communicate student activity transportation needs to the Transportation Department and forward documents to Transportation for the purpose of clearing parent/volunteer drivers. Communicate the approval or disapproval of parent and volunteer drivers directly or to the advisor in charge.

PHYSICAL REQUIREMENTS:

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

- 1. Stand for extended periods of time.
- 2. Enter data into a computer terminal/typewriter and operate standard office equipment.
- 3. See and read a computer screen and printed matter with or without vision aids.
- 4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
- 5. Hear and understand at normal levels and on the telephone with or without hearing aids.
- 6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
- 7. Bend, squat, stoop and/or climb for extended periods of time.
- 8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
- 9. Lift and/or carry up to 75 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work in indoors and outdoor environments and come in direct contact with school site staff, students, parents, and the public. In addition, the Activities Director must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other school related activities and events.

SALARY: Per current TEA Master Agreement.

DAYS OF SERVICE: Per current TEA Master Agreement.

Board ADOPTED: