

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 27, 2022

PLACE: DISTRICT EDUCATION CENTER
SUPERINTENDENT'S CONFERENCE ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

TUSD board meetings are held in person.

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

TIME: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board:S. Abercrombie, A. Alexander, A. Blanco, L. Hawkins, Z. Hoffert, S. Kaur, L. Souza
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 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 Approve Funding for Reimbursement per Confidential Settlement Agreement
Action Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 | Human Resources: | |
| | 3.3.1 Consider Unpaid Leave of Absence for Certificated Management Employee #UC-1311
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL-423, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.3 Consider Unpaid Leave of Absence for Classified Employee #UCL-424, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.4 Consider Unpaid Leave of Absence for Classified Employee #UCL-425, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.5 Consider Public Employee/Employment/Discipline/Dismissal/Release | |

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
3.3.6 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Approve Funding for Reimbursement per

3.2.1 Confidential Settlement Agreement

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

6b Report Out of Action Taken on Consider Unpaid Leave of Absence for

3.3.1 Certificated Management Employee #UC-1311

Action: **Vote:** Yes___; No___; Absent___; Abstain___

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

3.3.2 Employee #UCL-423, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain___

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

3.3.3 Employee #UCL-424, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6c Consider Unpaid Leave of Absence for Classified Employee #UCL-425,

3.3.4 Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of September 13, 2022

1-5

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

Approve Special Minutes of September 20, 2022

6-9

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

8. Student Representative Reports:

8.1 Tracy High: Olivia Orcutt; **Kimball High:** Julian Steen, Kylie Woodall; **West High:**

Lily Banchemo, Owen Jackson; **Alternative Ed:** Olivia Stephenson

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

9.1 Southwest Park Elementary School Presentation

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

10.1 Administrative & Business Services: None.

10.2 Educational Services: None.

- 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 three (3). If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING:

12.1 Administrative & Business Services: None.

12.2 Educational Services:

12.2.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District **10**

12.3 Human Resources: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **11-12**

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 **13-14**

13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year **15-16**

13.2 Educational Services:

13.2.1 Approve Costs Associated with the BookNook Learning Platform, Training and Integration **17-18**

13.2.2 Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluations (IEE's). **19-22**

13.2.3 Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Spectrum Center – Antioch Campus for the 2022-2023 School Year **23**

13.2.4 Approve Agreement for Contract Services between Sow-A-Seed Community Foundation and Duncan Russell Community Day School/Alternative Education Campus for the 2022-2023 School Year **24-27**

13.2.5 Approve Overnight Travel for the Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA, December 15-17, 2022 **28**

- 13.2.6** Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2022-23 School Year **29-32**
- 13.3 Human Resources:**
- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **33-35**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **36-40**
- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
- 14.1 Administrative & Business Services:**
- 14.1.1** Consider Claim 609589 **41**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2 Educational Services:** None.
- 14.2.1** Adopt Resolution # 22.03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District **42-49**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3 Human Resources:**
- 14.3.1** Approve Temporary Modification to Calculation of Certificated Substitute Rates of Pay for the 2022-2023 School Year **50**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.2** Approve Revised Job Description for Facilities Planner **51-53**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3** Adopt Resolution No. 22-04 Authorizing Teachers to Teach Outside Their Credential Authorizations **54-56**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 15. Board Office:** To replace Clerk vacancy due to resignation of board member.
- 15.1** Elect Clerk
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 16. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 17. 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.
- 18. Board Meeting Calendar:**
- 18.1** October 11, 2022
- 18.2** October 25, 2022
- 18.3** November 8, 2022
- 18.4** December 12, 2022

19. Upcoming Events:

- | | | |
|-------------|-----------------------------|-------------------------------|
| 19.1 | October 24, 2022 | No School, P/T Conferences |
| 19.2 | November 11, 2022 | No School, Veteran's Day |
| 19.3 | November 21-25, 2022 | No School, Thanksgiving Break |
| 19.4 | December 19-January 2, 2023 | No School, Winter Break |

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, September 13, 2022**

- 6:15 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, Z. Hoffert, L. Souza
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
Absent: S. Kaur.
- 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 Finding of Facts: 22/23#10, 22/23#11, 22/23#12,
3.2.1 22/23#13
Action: Abercrombie, Souza **Vote:** Yes-5; No-0; Absent-1 (Kaur)
- 6b Report Out of Action Taken on PE Exemptions: WHS#10330306
3.2.2
Action: **Vote:** Yes-5; No-0; Absent-1(Kaur)
- 6c Report Out of Action Taken on Board Waiver: NES#10332901
3.2.3
Action: **Vote:** Yes-5; No-0; Absent-1(Kaur)
- 6d Report Out of Action Taken on Consider Paid Leave of Absence for
3.3.1 Classified Employee #UCL-421, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-5; No-0; Absent-1(Kaur)
- 6e Report Out of Action Taken on Consider Unpaid Leave of Absence
3.3.2 for Certificated Management Employee #UC-1310
Action: Approved. **Vote:** Yes-5; No-0; Absent-1(Kaur).
- 6f Report Out of Action Taken on Consider Unpaid Leave of Absence
3.3.3 for Certificated Management Employee #UC-1309
Action: Approved. **Vote:** Yes-5; No-0; Absent-1 (Kaur)
- 6g Release Probationary Classified Employee #UCL-422 Bus Driver
3.3.4
Action: Release. **Vote:** Yes-5; No-0; Absent-1(Kaur)
- Minutes:** 7. Approve Regular Minutes of August 23, 2022.
Action: Abercrombie, Sousa. **Vote:** Yes-4; No-0; Absent-1(Kaur); Abstain-1(Blanco).
- Audience:** Lisa Sawyer, Anthony Flores, Janae Taylor, Tania Calderon, Zachary Boswell, Anthony Crivello, Reed Call, Walter Gouveia, Brittany Ryan, Gillian Bradley, Susan Hawkins, Ashley Muzzi, Jason Noll, Kaleigh Felisberto, Chris Munger, Jacqui Nott.
- Student Rep Reports:** 8. None.

Recognition & Presentations:

9.1 Hirsch Elementary School Presentation

Principal Gillian Bradley and Assistant Principal Ashley Muzzi presented a PowerPoint. They shared all that is new to Hirsch this year and the learning that has been going on during the past 6 weeks. They began the year by celebrating their teacher teams and their teamwork. This year there were many changes to the staff teams, due to teachers changing grade levels and their educational focus. They want to empower students with literacy and have begun this with their new library team and their new Librarian, Ms. Feller. Ms. Feller has opened up the library for lunch recess, providing the students with an experience and understanding of what a library can be. Teacher Librarian, Alejandra Herrera, has provided the teachers with a collaborative partner to assist in finding sources for their teaching. The suburb intervention team at Hirsch makes a huge difference to student learning by providing opportunities to address gaps that students may have. The Boys & Girls club has joined Hirsch. The program filled on the very first day of sign-ups. During Boys and Girls Club, students have a snack and chat time and participate in many fun activities. Two Trach High School students began a coding club and come to Hirsch once a week to work with students. They closed their presentation with a glimpse into the classroom which shows students engaging in various grade level learning activities.

9.2 George Kelly School Presentation

Principal Brittany Ryan and Assistant Principal Tony Crivello presented how they support STEM at Kelly through their STEM leadership team. ILT members led a fun and collaborative STEM challenge at a recent ERW. They were challenged to build the tallest tower of spaghetti noodles. The tallest tower had to stand for at least 60 seconds to win. After, they discussed what teachers would do differently if they could build the tower again. The Boys and Girls Club has come to Kelly School this year and they are very exciting to have them. They are working together for academic support, for them to be mentors, and to provide a safe space for students after school. They are also implementing STEM projects into their program along with multiple sports for the students. As a school, they are trying to bring sports back to the school, this instills a sense of pride. Sports include volleyball, basketball, and the are working on cross country. Two students, Jaden Stanislaus and Gurshaan Nagra, joined in the presentation, providing more information of the 7/8th grade STEM program and the benefits of STEM, along with an overview of the many projects completed last year. Photos were shared of projects from this year and last year. A wind sail car was one of the 1st projects. They learned how to make blue prints and to conserve materials properly. The Science Olympiad after school program is so much fun and helps them to work as a team.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 COVID Update

Dr. Zachary Boswell, Director of Curriculum and Accountability/Principal of Tracy Charter School, provided a COVID update. Moving forward this topic will be included on the agenda once a month. Currently, in San Joaquin County, we are at 17.1 cases per 100K, with the cases continuing to decline. This is a just a tad higher with the state of California. We will continue to track these trends.

- 10.2.2 Receive Report on School Safety
 Jason Noll, Director of Student Services and Curriculum, and Sargent Richard Graham, with the Tracy Police Department, presented a report on school safety. We want parents to feel comfortable and safe having their students on our campuses. In each classroom and office we have emergency response procedures and guidelines posted. Immediate response to an active shooter is critical and safety and survival is always of the foremost consideration. The Run-Hide-Fight philosophy is changing. If you have an opportunity to run, you run, if you cannot, you should hide. The last resort is to fight, utilizing anything available in the classroom. Sgt. Graham spoke on the emergency response provided by TPD. Officers receive training specific to events of an active shooter and provide training to the city's schools. Safety walks have been conducted on all campuses. They checked fencing, cameras, intercom functionality, front door access, etc. They also reviewed how drills went in the first weeks of schools. Areas to correct have been identified. Sites are reviewing their safety plans and they will continue to do so. THS and KHS Bulldog Project has been engaging in conversations related to safety. Each school runs drills and students are educated in why these are occurring. The district currently uses Raptor Technologies for background checks, a web-based app is being rolled out that can alert staff on campus in the case of an emergency.

Hearing of Delegations

11. Chris Munger, TEA President, formally thanked Dr. Pecot and TUSD for the collaboration for what he finds to be a fantastic tentative agreement. It is being received very positively by the membership.

Public Hearing:

12. None.

Consent Items:

13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Except 13.2.3. Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-1(Kaur).
Action: On item 13.2.3. Abercrombie, Sousa. **Vote:** Yes-5; No-0; Absent-1(Kaur).
- 13.1 **Administrative & Business Services:**
- 13.1.1 Approve Accounts Payable Warrants (July 2022) (Separate Cover Item)
- 13.1.2 Approve Payroll Reports (July 2022)
- 13.1.3 Approve Revolving Cash Fund Reports (July 2022)
- 13.1.4 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.5 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.6 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Virtual Professional Development for Grades PK-5 and Enhanced Chemistry Science Teachers
- 13.2.2** Approve Agreement for Special Contract Services with McGraw Hill for Virtual Professional Development for Biology and Enhanced Biology Science Teachers
- 13.2.3** Approve Agreement for Special Contract Services with UC Davis, the History Project, to Provide Ethnic Studies Training for all Teachers During the 2022-2023 Academic Year
- 13.2.4** Approve Overnight Travel for the West High B.S.U. Club and Advisor to attend the Black Students of California United (BSCU) Leadership Conference in Santa Cruz, California on March 10-12, 2023

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 a Declaration for a Provisional Internship Permit
- 13.3.4** Approve Agreement for the Designated Subjects Career Technical Education Program with San Diego County Office Education
- 13.3.5** Approve a Variable Term Waiver for Special Education Teachers-Added Authorization in Special Education (AASE); Autism Spectrum
- 13.3.6** Approve Overnight Travel for Tammy Jalique and Michael Bunch to participate in 2022 ACSA Personnel Institute in Sacramento California, September 25-28, 2022

Action Items:

14.1 Administrative & Business Services:

- 14.1.1** Adopt Resolution #22-02, Recertifying the Appropriation Limits for the 2021/22 School Year for Tracy Joint Unified School District (Separate Cover Item)

Action: Abercrombie, Souza **Vote:** Yes-5; No-0; Absent-1(Kaur).

- 14.1.2** Approve the Unaudited Statement of Receipts and Expenditures for the 2021-2022 Fiscal Year (Separate Cover Item)
Tania Salinas, Associate Superintendent for Business Service presented a PowerPoint. Unaudited actuals are an annual statement reporting financial activities of the prior school year. In 2021, the district received a little over 154 million in revenues, we had approximately 129 million in expenditures, and a little over 20 million in contributions, leaving our district with an ending balance, for the 21-22 school year, of 4.3 million. This is largely due to unfilled positions last year. A portion of these funds are going towards the one-time compensation negotiated with our bargaining units.

Action: Abercrombie, Blanco. **Vote:** Yes-5; No-0; Absent-1(Kaur).

- 14.1.3** Consider Claim 610664

Action: Motion to Reject. Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-1(Kaur).

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the following positions: Career Education Technician, Warehouse Supervisor, Special Education Para Educator I, Para Educator for Therapeutic Behavior, Food Service Worker, Food Service Worker II, Food Service Supervisor, Food Service Warehouseman/Delivery Driver, STEM and Local Assessment Warehouse Clerk (Separate Cover Item)

Action: Abercrombie, Blanco. Vote: Yes-5; No-0; Absent-1(Kaur).

14.3.2 Approve Job Description for Secretary to the Director of PreK- STEM Curriculum and Local Assessment

Action: Abercrombie, Blanco. Vote: Yes-5; No-0; Absent-1(Kaur).

14.3.3 Approve Job Description and Salary for STEM Recruiting Coordinator

Action: Abercrombie, Souza. Vote: Yes-4; No-1(Hoffert); Absent-1(Kaur).

14.3.4 Approve Job Description for Tracy Charter School Attendance Secretary

Action: Abercrombie, Blanco. Vote: Yes-5; No-0; Absent-1(Kaur).

Board Reports:

Trustee Souza would like to thank Hirsch and Kelly for their presentations and also for the safety report. Trustee Blanco would like to echo sentiments from Trustee Souza. The presentation on school safety was a little terrifying for her. She hopes nothing like this happens in Tracy. She appreciates the coordination of the Tracy Police Department. Trustee Abercrombie gave a shout out to the DARE kids. At 8:00 a.m. on a Saturday, 88 5th graders showed up at Kimball High School to help clean the area around KHS. He is thankful to the parents that came out to support their kids for this worthy project. Trustee Hoffert acknowledged and thanked the Principals and Assistant Principals from Hirsch and Kelly School for their presentations. He also thanked Dr. Pecot for placing the safety presentation on the agenda as he had requested. Trustee Hoffert participated in the safety walks and believes the walks were a smart decision. It's important to speak with our teachers about these tough subjects. He also acknowledged the death of Queen Elizabeth. Trustee Alexander thanked everyone for coming out tonight and sharing your time with us. He would like to see more School Resource Officers, he does not believe 3 is enough deal with the issues that may occur. Safety is a primary concern for all of us, our families, children, and teachers.

Superintendent Report:

Dr. Pecot went to the Tracy Connects STEM event on Saturday. It was fantastic. We have a special board meeting next Tuesday when we will choose a board member to fill the vacancy. He mentioned, it is never easy in negotiations to come to an agreement and thanked CSEA, TEA, and the management teams; there is a lot that goes on behind the scenes. Everyone did an excellent job working together. Tania Salinas and the Finance team have spent a lot of time working on our budgets and making sure they are accurate. He appreciates everyone for their efforts.

Adjourn: 8:03 p.m.

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 20, 2022**

- 5:45 PM:** 1. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 2. Board: S. Abercrombie, A. Alexander, A. Blanco, Z. Hoffert, S. Kaur, L. Souza
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
(There is currently one vacancy on the board)
- 6:00 PM** President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 3. No action taken.
4. Adjourn to Open Session
5. Call to Order and Pledge of Allegiance
- Audience:** Jason Noll, Susan Hawkins, Joyce Hawkins, Erin Quintana, Jacqui Nott, Mary Petty, Sam Strube, Pia De Rosa, Bob Brownne/Tracy Press, Mercedes Silveira-Gouveia, Miyoko Masuda, Kaleigh Felisberto, Tom Ringe, Lietta Celestine.
- Hearing of Delegations** 6. None.
- Action Items:** 7.1 **Administrative & Business Services:**
- 7.1.1 Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Two Year Term
Each member was asked the following two questions and given up to three minutes to respond to each.
- Question 1:** Please describe your work experience or background that has prepared you to serve as a board member for Tracy Unified.
- Question 2:** What are two of the most important issues the district is facing that are unique to our district? What recommendation would you make to address it?
- Candidate Cynthia Wedel
1. Cynthia Wedel had been a teacher for 23 years with TUSD. Once her children were older, she returned to TUSD. At that time, she was newly widowed and had to consider her position within the district. She went to Lammersville District which, at the time, offered more security. As a parent and community member, she has seen the ups

and downs of the decisions being made and feels she has good insight. She has participated in many committees, is a good communicator, and would like to convey how much it means to her to give back to her community. She hopes to be a mediator, bringing different parties together.

2. Before applying, she did a lot of research. Initially she thought the infrastructure was aging but has found it to be kept up to date. A concern is being able to accommodate the Ellis and Tracy Hills students. Declining enrollment is a concern and what we plan to do to keep the schools functioning. She is concerned with the loss of staff and the teacher shortage. Looking at the current conditions with the covid funding, would like to make sure we have a good plan to follow to retain staff.

Candidate Carrie Grover

1. She has four children, two who have graduated from Kimball and West High School, and children currently attending West High and Williams Middle School. She is a Director at Tracy Interfaith with experience volunteering at her church, children's schools and within the community. She has a great passion for children, parents, and the community. She would like to make Tracy education the best for kids and the best place to be a teacher. Working on the board at Tracy Interfaith, she makes sure they have the interest of everyone at heart. She has experience with committee negotiations, working with different groups of people, parents, students, and community members. She was a music teacher for many years. She volunteered for the Kelly School art program and assisted first grade students with reading. Overall, she is committed to education and families and would like to be a representative because she is a parent and provides a unique perspective and has lived in Tracy for 20 years.
2. Of first importance is the need to improve communication within all the groups; school board, parents, teachers, and students. As a parent she can see from the outside that communication can be improved. If you don't hear about the issues, there is no way to make them better. She wants to make this a district people want to come to and would love to see Tracy be a place people want to work and want to have their students at school in this district. She feels this is a great district and there are things we can do to advertise the great programs offered, such as, ROTC, FFA, the medical academy, and AVID. These are all great programs, and we can present this in a way to make it desirable for parents.

Candidate Walter Gouveia

1. Combined Pre-K through Adult School, he has 45 years working in within a school district; 35 of these years in TUSD. He was a guidance counselor, taught coursework at Delta College and worked with vocational education, and independent studies. He has had a wide range of different aspects of education and knows the great California plan, going back to 1950, in education. Walter is a person that can speak multiple languages, he comes from a multi-ethnic background
2. A major issue that TUSD is facing is rebounding from the pandemic and all the aspects of its effects on students and staff. How do we close the achievement gap? When he was on the board of education, this was something they always strove for, moving in that direction can open doors for people. You must listen with your heart. There are different forms of communication, with social media, but when he sits down with people, if you can see a person is being honest, you know you can move forward. It takes time to do that, and you make the time.

Candidate Lynn D. Hawkins

1. He was born and raised in Tracy. He worked for a pipe company for two years, from there he was voted in as bargaining representative. He went to the University of Colorado and started working for TUSD in 1996 as a security guard. During the summer, he would work as a custodian and in grounds. He went back to college and earned his degree then applied to be a teacher. He was a teacher at Willow School for five years. Next, he earned a master's in education and became the Assistant Principal at Tracy High where he worked for the last 15 years.
2. This problem is not unique, but safety is huge. In all his years of service, safety has been a big issue and it is getting more out of control. He believes having SROs on campus is a good thing and that we need one on each high school campus and two additional to take care of the K-8's. In his high school experience, they try to prepare, but if you just read the manual, it doesn't include all that can happen, we need the ability to adjust. The next is the need for teachers. When we look at this, it isn't a budget change, teachers will be an issue for TUSD because of the buildings going up around us. Surrounding communities are absorbing the teachers. We need more diversity in our schools. The students don't have the mentoring we need, there is a culture issue, we need more teachers of color, but right now we need to focus on obtaining teachers in general.

Action: Trustee Souza indicated her first choice as Mr. Hawkins. Trustee Kaur's first choice is Mr. Hawkins. Trustee Blanco picked Mr. Hawkins. Trustee Abercrombie choice Mr. Hawkins as his first choice. Trustee Hoffert selected Ms. Wedel as his first choice. Trustee Alexander indicated his first choice to be Mr. Hawkins.

Action: Abercrombie, Kaur. **Vote:** Yes-5; No-1 (Hoffert).

Superintendent, Dr. Pecot, administered the oath to Lynn Dell Hawkins.

Adjourn: 6:29 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Educational Services
DATE: September 14, 2022
SUBJECT: Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District

BACKGROUND: California Education Code 60119 (as amended by Statutes of 2012, Chapter 668, Section 3, effective January 1, 2013) requires that the governing board hold an annual public hearing regarding the sufficiency of instructional materials encouraging the input of parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. The public hearing is held to determine whether “each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i.) Mathematics
- (ii.) Science
- (iii.) History-Social Science
- (iv.) English/Language Arts, including the English Language Development component of an adopted program.”

RATIONALE: The public hearing requirement is one component of the state audit guide. This item aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: No cost to the District.

RECOMMENDATION: Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 16, 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: Tania Salinas, Associate Superintendent for Business Services.

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
September 27, 2022
SUMMARY OF SERVICES

A. Vendor: RGMK
Sites: Various Sites
Item: Contract Architectural Planning Services
Services: Provide initial planning support to the Facilities Department to plan and implement four project initiatives.
Cost: \$35,000
Project Funding: General Funds

B. Vendor: SamClar
Sites: Villalovoz Furnishing
Item: Increase to Existing Contract (Originally Board Approved 5/24/22)
Services: Additional library furnishing for sitting, tables, and bookshelves.
Cost: \$65,000.00
Project Funding: General Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 7, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Hirsch Elementary School:

1. Tracy Unified School District/Hirsch Elementary School: From Hui Zhou and Dawei Dong for the amount of \$800.00 (ck. #2690). This donation will benefit the students of Hirsch Elementary School, it will be used to purchase supplies.

Art Freiler School:

1. Tracy Unified School District/Art Freiler School: From Blackbaud Giving Fund for the total amount of \$1008.00 (ck. #1110212497 and ck. #1110216107). This donation will benefit the students of Art Freiler School, it will be used to purchase supplies.

West High School:

1. Tracy Unified School District/West High School: From Kristi Johansen & Ryan S. Bezenek for the amount of \$500.00 (ck. #219). This donation will benefit West High School's football teams.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Herff Jones LLC for the amount of \$500.00 (ck. #871645). This donation will benefit the Kimball High School's leadership students with ASB supplies.

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: Tania Salinas, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 16, 2022
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year.

Prepared by: Michelle Daniel, Director of School Business Support Services & Purchasing.



2022/2023 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly Parent Alliance	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Recommended for Approval</i>	<i>Current</i>
John C. Kimball High PTSA	<i>Approved</i>	<i>Current</i>
Kimball High Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Music Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
KHS Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
North School Parent Club	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
THS Baseball Boosters	<i>Approved</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Approved</i>	<i>Current</i>
THS Girls Basketball Booster Club	<i>Approved</i>	<i>Current</i>
THS Football Booster Club	<i>Approved</i>	<i>Current</i>
THS Girls Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
THS Softball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>
West High Science Booster Club	<i>Approved</i>	<i>Current</i>

Revised 7/6/22



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 6, 2022
SUBJECT: Approve Costs Associated with the BookNook Learning Platform, Training, and Integration

BACKGROUND: Tracy Unified School District Title 1 schools have a large population of students who need intense intervention in reading. BookNook is an excellent program that has been used to provide intervention and reinforce needed literacy skills for students. Teachers and paraprofessionals at McKinley, Jacobson, Central, Villalovoz, Bohn, SouthWest Park, and Freiler will be able to provide differentiated and digital literacy intervention to students. Student progress will be monitored throughout the school year.

RATIONALE: Based on district wide and schoolwide assessment data, Fastbridge assessments, Wonders assessments, and grades earned from the 2021-2022 school year, we see a need to provide intense literacy support and intervention for students to address the learning loss from the 2020-2021 school year. BookNook will allow teachers to pre-assess students at the beginning of the school year, identify students' individual needs, and build small group interventions for literacy to meet these needs. TUSD staff will utilize before, during, and afterschool time to work with small student groups to improve literacy. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The cost, not to exceed \$398,000 will be paid from 2020-21 Title 1 carry over funds. This cost is for training, individual student licenses, digital integration, and compensation.

RECOMMENDATION: Approve Costs Associated with the BookNook Learning Platform, Training, and Integration.

Prepared by: Nancy Morgan Link, Central School Principal.



Quote Information

Company Address 548 Market St, PMB 98100
San Francisco, CA 94104
US

Created Date 8/26/2022
Expiration Date 8/31/2022
Quote Number 00002257

Prepared By Emily Banuelas
Email emily@booknooklearning.com

Contact Name Mary Petty
Phone (209) 830-3202
Email mpetty@tusd.net

Bill To Name Tracy Joint Unified School District
Bill To 1975 W. Lowell Ave.
Tracy, CA 95376
USA

Line Items

Product	List Price	Quantity	Subtotal	Discount	Total Price
BookNook Student License (<5,000)	\$48.00	3,199.00	\$153,552.00	40.00%	\$92,131.20
Comprehensive Professional Development	\$3,000.00	1.00	\$3,000.00		\$3,000.00
Additional Basic Professional Development	\$1,000.00	2.00	\$2,000.00		\$2,000.00
SSO Integration	\$0.50	3,199.00	\$1,599.50		\$1,599.50
Total Price			\$98,730.70		

Acceptance of Quote/Agreement to Payment

This quote is governed by the terms and conditions of the BookNook Services Agreement found at <https://www.booknooklearning.com/online-agreement> (the "Online Agreement"), and by signing this quote, Customer agrees to the terms and conditions set forth in the Online Agreement and such terms are deemed to be incorporated by reference herein. Notwithstanding the foregoing, if Customer has executed a written contract with BookNook with respect to the BookNook Solution and related services (if any), that written contract, and not the Online Agreement, will govern. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Online Agreement or Written Contract, as applicable.

The Fees set forth above will be invoiced promptly following execution of this quote and are payable in accordance with the Written Contract or Section 3 of the Online Agreement, as applicable.

By signing below, the signer represents and warrants that he/she has the authority to bind his/her respective company on whose behalf this quote is being signed, effective as of the date set forth below.

Name (Printed)

Signature

Organization

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 23, 2022
SUBJECT: Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluations (IEE's).

BACKGROUND: Board approval is requested to contract with Educational Professionals of Central California, LLC. The District's Special Education administration would like to contract with Educational Professionals of Central California, LLC to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

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

FUNDING: Expenses for the 2022-2023 regular school year and related services will not exceed \$10,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluations (IEE's).

Prepared by: Sean Brown, Director of Special Education.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Independent Education Evaluation (IEE) of 2 District students.
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report
will be provided to the District, at the same time that it is made available to the parents of the students who was evaluated. The multiple IEE will include
a psycho-educational assessments. The contractor will attend related IEP meeting(s) to discuss the report. The contractor will provide a copy of all assessment protocols to the district.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 () [X] HOURS [] DAYS, under the terms of this agreement at the following location the assessors location.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 10,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified SD

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 7, 2022
SUBJECT: Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Spectrum Center – Antioch Campus for the 2022-2023 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of one special education student at Spectrum Center – Antioch Campus. The District's Special Education administration would like to contract with Spectrum Center – Antioch Campus for the 2022-2023 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract will not exceed \$90,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Spectrum Center – Antioch Campus for 2022-2023 School Year.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 1, 2022
SUBJECT: Approve Agreement for Contract Services between Sow-A-Seed Community Foundation and Duncan Russell Community Day School/Alternative Education Campus for the 2022-2023 School Year

BACKGROUND: At Duncan Russell and Stein High School students currently participate in Fresh Start Thinking, Boys Council and Girls Circle for group counseling with Sow-A-Seed Community Foundation through a School-Based Preventative & Early Intervention Program known as PEI Program. Their Mental Health Specialists on campus provide services through PEI and is limited in the number of students serviced. Sow-A-Seed can offer campus support through Restorative Circles, 1:1 Support Case Management (mentorship), Crisis Intervention and Lunch Circles for all students on campus using an evidence-based program for integrated cognitive behavior change program for youth.

RATIONALE: Sow-A-Seed have bilingual and diverse mental health specialists who represent our student population and positively impacts student behaviors. They will provide campus support with 2 Mental Health Specialist, 7 hours daily for the 2022-2023 school year. There is no cap on the number of students they can service. Through campus support, they will meet with student to provide personalized, timely interventions to help students solve problems, build skills, and enhance competence. They will provide mentorship, behavior support, and restorative practices to support success while overcoming academic challenges. This aligns with Strategic Goal #2 of our SPSA to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$106,177.00, will be paid from Title 1 Carry over Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Sow-A-Seed Community Foundation and Duncan Russell Community Day School/Alternative Education Campus for the 2022-2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Sow-A-Seed Community Foundation will provide campus support as an intervention used with students who show warning signs of disengagement with school and who are at risk of dropping out. Campus Support develops a trusting relationship between the student and a Mental Health Specialist (MHS) who advocates and challenges the student to reengage with school. Campus Support will systematically monitor student performance variables, such as absences, tardies, behavior referrals, grades, then provide personalized, timely interventions to help students solve problems, build skills, and enhance competence.

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 2716 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Duncan Russell/Stein High.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 106,177.00 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$ 106,177.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 10/3/2022, and shall terminate on 7/31/2022.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

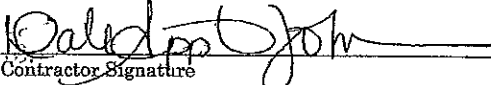
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature _____ Title _____
11-3821058
IRS Identification Number _____
Interim Executive Director
Title _____
42 W. 8th Street.
Address _____
Tracy, CA 95376
8/31/2022

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 8, 2022
SUBJECT: Approve Overnight Travel for the Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA, December 15-17, 2022

BACKGROUND: The Tracy High Varsity Girls' Basketball Team would like to participate in the Wine Valley Tournament in Napa, CA. Approximately 12 players and 3 coaches will attend this event. They will travel to Napa on December 15-17, 2022. The team will travel by District vans driven by District approved drivers. The team will stay at the Embassy Suites in Napa. The team will be chaperoned by Coach Eaton and assistant coaches throughout the duration of the trip.

RATIONALE: Two overnights are required to provide the basketball team ample time to rest and prepare for their game as well as the possibility of late-night games. The Basketball teams is strengthened by the opportunity to play together in this tournament. This time together will allow for "team building" on and off the court. 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. We will adhere to local and state guidelines as it pertains to COVID.

FUNDING: The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Girls' Basketball Program (ASB) will pay the \$375.00 tournament fee for the team and the cost of the hotel rooms.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA, December 15-17, 2022.

Prepared by: Mr. Jon Waggle, Tracy High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 8, 2022
SUBJECT: Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2022-23 School Year

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

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will increase their current part time Mental Health specialist to full time; an additional 3.0 hours daily. This aligns with Strategic Goal #2 Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: FACES will be paid \$110 per hour, for 3.0 additional hours per day, for 141 days at a cost of \$46,530.00. This will be funded through carryover ELOG and Title 1 (SSP#1C8) funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School for the 2022-23 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Increase current mental health therapist from part time to full time an increase of 3 hours for a total of 7 per day. Therapist will continue providing direct mental health services as previously set forth. See contract dated June 28, 2022.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of An additional 3 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location West High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$110 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$46,530. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 3, 2022, and shall terminate on May 26, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ms. Annabelle Lee, at (209) 830-3370 x3010 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 16, 2022
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Johnson, Stacy Personnel Tech./Workers Comp	DEC	9/14/2022	Accepted Coordinator of Human Resources Position
Kincaid, Nathan Truancy Coordinator	DEC	9/9/2022	Accepted RSP Teaching Position

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Beck, Mitchell	Kelly	6/30/22	To move from a .80 FTE to a full FTE
Harrison, Benjamin Special Ed. RSP	MVMS	9/2/2022	Personal
Johnson, Megan Mathematics	Freiler	9/19/22	Personal

Loretelli, Matthew Social Science	KHS	8/12/2022	Personal
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BACKGROUND:

CERTIFICATED RETIREMENTS

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

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u> <u>DATE</u>	<u>REASON</u>
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Trisri, Hansa Food Service Worker	WHS	12/30/22	Retirement
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BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u> <u>DATE</u>	<u>REASON</u>
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Amaro, Clara School Supervision Assistant	CES	9/13/2022	Accepted School Supervision Assistant Position w/more hours
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Cameron, Sheila H.S. Attendance Clerk	Kimball	9/5/2022	Accepted Para Educator II position
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Catalano, Ricky Utility Person III	MOT	9/15/2022	Accepted Warehouse Delivery Driver
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Gosal, Gulshan Food Service Worker	Kimball	9/3/2022	Personal
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Guzman, Gilbert Irrigation Specialist/Grounds/Mechanic	MOT	9/10/2022	Personal
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Katoch, Leena Para Educator I	VES	9/12/2022	Accepted Special Ed Para Educator I Position
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Madrigal, Gizel	SWP	9/7/2022	Personal
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Garcia Aguilar, Jazmin Para Educator I	STEIN	9/13/2022	Accepted Para Educator II position
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Osmani, Nasifa Special Ed Para	Villalovoz	9/18/2022	Accepted Para Para Educator II position
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Osorio, Rina Para Educator I	WMS	9/8/2022	Accepted Para Educator II position
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Serrano, Victoria School Supervision Assistant	NES	9/6/2022	Accepted Special Ed Para Educator I Position
Sousa, Carmen Secretary to the Director of Assessment and Accountability	Assessment Accountability	9/11/2022	Accepted Administrative Secretary to the Superintendent of Business Services
Vilangot Nhalil, Anjala Para Educator I	WMS	9/11/2022	Accepted Para Educator II position
Wahidi, Najia Special Ed Para	West High	9/5/2022	Accepted a Para Educator II position
Zamora, Sonia Food Service Worker	SWP	9/14/2022	Personal

BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Michael Aguilera Soccer – Boys’ JV Coach	THS	09/12/2022	Personal
Rachel Burroughs Basketball – Girls’ Frosh Coach	THS	09/05/2022	Personal
Mission Labasan Basketball - Boys’ Frosh Coach	THS	09/07/2022	Personal
Kevin Ornellas Basketball – Boys’ JV Coach	THS	09/01/2022	Personal

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

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



BOARD AGENDA REQUEST FORM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc Supt of Human Resources
DATE: September 16, 2022
RE: **Approve Classified, Certificated, and/or Management Employment**

PROPOSED BOARD MEETING DATE: September 27, 2022
TYPE OF ACTION REQUIRED: (a contract and MOU approval form is required for outside services of a consultant or organization.)

Please check:

- ☐ Public Hearing
- ☐ Recognition
- ☒ Consent
- ☐ Action
- ☐ Information/Discussion/Report
- ☐ Closed Session
- ☐ Pending Fingerprint Approval

NOTE: All Agenda items must be submitted to the appropriate Associate Superintendent in accordance with the board meeting deadlines.

Internal Use:
APPROVED BY: TJ

ITEM # 13.3.2



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 16, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Johnson, Stacy

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Coordinator of Human Resources (New)
DEC/Human Resources
8 hours per day
Range 25, LME Step B - \$373.77
Fund: General

Sousa, Carmine

Administrative Secretary to the Associate
Superintendent of Business Services
(Replacement)
Business Services
8 hours per day
Range 14, LMH Step B - \$32.36 per hour
Fund: General

BACKGROUND:

Beck, Mitchell

CERTIFICATED

George Kelly School
Music (Replacement)
"A" Class I, Step 3, \$54,867.00
Fund: General

Brix, Jonathan

Kimball High School
Physics (Replacement)
"B" Class VI, Step 10, \$85,803.00
Fund: General

Hill, Randall Brian

West High School
English (Replacement)
"A" Class I, Step 1 \$47,749.00
Fund: General

Kincaid, Nathan

Tracy High School
Special Ed. RSP (Replacement)
"A" Class, I, Step 1 \$48,361.00
Fund: Special Education

Perez, Sharon

Poet Christian Elementary
Special Education SDC (replacement)
"B" Class IV, Step 2, \$61,560.00
Fund: Special Education

Perkins Williams, Myla

Stein Continuation School
Special Education Home Hospital (Replacement)
"B" Class IV, Step 1 \$ 50,577.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Amaro, Clara

School Supervision Assistant (replacement)
Central
2 hours per day
Range 21, Step D - \$17.55 per hour
Fund: General

Anguiano Hernandez, Diana

Para Educator II (New)
SWP
8 hours per day
Range 30, Step E - \$22.62 per hour
Fund: ELO Grant

Cameron, Sheila

Para Educator II (Replacement)
Bohn
8 hours per day
Range 30, Step D - \$21.60 per hour
Fund: ELO Grant

Catalano, Ricky

Warehouse Delivery Driver (Replacement)
Warehouse
8 hours per day
Range 35, Step E - \$25.43 per hour
Fund: General

Garcia Aguilar, Jazmin

Para Educator II (replacement)
Stein
6 hours per day
Range 30, Step D - \$21.60 per hour
Fund: Spec Ed – IDEA Bas Grnt Entl

Govea Delgadillo, Yuliana	<p>Bilingual Para Educator (New) West High 6.5 hours per day Range 24, Step A - \$16.35 per hour Fund: Targeted EL</p>
Katoch, Leena	<p>Special Ed Para Educator I (replacement) Villalvoz 6.5 hours per day Range 24, Step B - \$17.11 per hour Fund: Special Education</p>
Keeney, Bryce	<p>Para Educator I (replacement) South West Park 6 hours per day Range 24, Step A - \$16.35 per hour Fund: General</p>
Kibbee, Sandra	<p>Clerk Typist I (Replacement) DEC 8 hours per day Range 23, Step E - \$19.24 per hour Fund: ESSER 2</p>
Lozano, Christina	<p>Bus Driver (New) Transportation 8 hours per day Range 38, Step E - \$27.32 per hour Fund: Home to School Transportation, Special Ed Transportation</p>
Ochoa, Tatiana	<p>Para Educator I (new) Central 4 hours per day Range 24, Step A - \$16.35 per hour Fund: ELO Grant</p>
Osmani, Nasifa	<p>Para Educator II (Replacement) Jacobson 8 hours per day Range 30, Step D - \$21.60 per hour Fund: ELO Grant</p>
Osorio, Rina	<p>Para Educator II (new) Williams Middle School 8 hours per day Range 30, Step D - \$21.60 per hour Fund: ELO Grant</p>

Root, Debbie	School Supervision Assistant (replacement) Central 1.25 hours per day Range 21, Step A - \$15.27 per hour Fund: General
Serrano, Victoria	Special Ed Para Educator I (replacement) North 6 hours per day Range 24, Step E - \$19.67 per hour Fund: Special Education
Sparks, Larry	School Supervision Assistant (Replacement) Freiler 2 hours per day Range 21, Step E - \$18.32 per hour Fund: General
Taa, Daphne	Clerk Typist I (Replacement) Central 8 hours per day Range 23, Step C - \$17.55 per hour Fund: ELO Grant
Trujillo, Amanda	School Supervision Assistant (Replacement) Poet 1.5 hours per day Range 21, Step B - \$15.99 per hour Fund: General Fund
Vilangot Nhalil, Anjala	Para Educator II (new) Williams Middle School 8 hours per day Range 30, Step C - \$20.58 per hour Fund: ELO Grant
Wahidi, Najia	Para Educator II (New) George Kelly 8 hours per day Range 30, Step C - \$20.58 per hour Fund: ELO Grant
Wunch, Melissa	School Supervision Assistant (Replacement) Hirsch 2 hours per day Range 21, Step A - \$15.27 per hour Fund: General Fund Unrestricted

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

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas Assoc Supt of Business Services
DATE: September 13, 2022
SUBJECT: Consider Claim 609589

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

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

- a. The information provided to date does not indicate the total liability on behalf of the School District.

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

The amount of the claim is noted as being less than \$10,000.00.

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

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

RECOMMENDATIONS: Reject Claim No. 609589.

Prepared by: Tania Salinas, Associate Superintendent for Business Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Educational Services
DATE: September 14, 2022
SUBJECT: **Adopt Resolution #22-03: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District**

BACKGROUND: California Education Code 60119 and 5 CCR 9531 requires that the governing board annually makes a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, including materials in a digital format under specified conditions, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

RATIONALE: The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: No cost to the District.

RECOMMENDATION: Adopt Resolution #22-03: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 22-03**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE
CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS
2022-23**

Whereas, the Governing Board of Tracy Unified School District, in order to comply with the requirements of Education Code 60119 held a public hearing on September 27, 2022, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

Whereas, the definition of "sufficient textbooks or instructional materials" means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, between the 2008-09 through the 2022-23 fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (K-8), adopted 2017 (implemented 2017 in K-5 and 2018 in 6-8)

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Wonders</i>	McGraw Hill	2017
6-8	<i>StudySync</i>	McGraw Hill	2017
K-5 Bilingual	<i>Maravillas</i>	McGraw Hill	2017

- MATHEMATICS (K-8), adopted 2014 and 2015:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>My Math</i>	McGraw-Hill	2014
K-5 Bilingual	<i>Mis Matemáticas</i>	McGraw-Hill	2014
6-8	<i>Digits</i>	Pearson	2015
Algebra Readiness, Special Education Math	<i>Bridge to Algebra</i>	Carnegie Learning	2014
Algebra 1, Special Education Algebra	<i>Algebra 1</i>	Houghton Mifflin Harcourt	2015
Geometry, Special Education Geometry	<i>Geometry</i>	Houghton Mifflin Harcourt	2015
Algebra 2	<i>Algebra 2</i>	Houghton Mifflin Harcourt	2015

- SCIENCE (K-8), adopted 2022:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Science Dimensions</i>	Houghton Mifflin Harcourt	2020
6-8	<i>Amplify Science</i>	Amplify	2018

- HISTORY-SOCIAL SCIENCE adopted 2019:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>myWorld Interactive</i>	Pearson	2019
K-5 Bilingual	<i>miMundo Interactivo</i>	Pearson	2019
6-8	<i>World History: Ancient Civilizations-6th</i> <i>World History: Medieval and Modern Times-7th</i> <i>American Stories-8th</i>	National Geographic Learning / Cengage	2019

- ENGLISH LANGUAGE ARTS (High School), adopted 2008 and 2017:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc English, Adv Eng 1, AgSci Adv Eng 1, Beg ELD, ELD 9, English 1, Eng 1 Acad, English 1 MHSA, English 1 PreAP, Eng 1 AcadPreAP, Eng 1 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync (9)</i>	McGraw Hill	2017
Acc English, Adv Eng 2, AgSci Adv Eng 2, Beg ELD, ELD 10, English 2, Eng 2 Academy, English 1 MHSA, Eng 2 PreAP, Eng 2 Acad PreAP, Eng 2 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync (10)</i>	McGraw Hill	2017
Acc English, AgSci Eng 3, AP English Lit, Beg ELD, ELD 11, English 3, English 3 Acad, English IB HL1, Modified Eng, Newcomer ELD	<i>StudySync (11)</i>	McGraw Hill	2017
AP English Lang	<i>The Language of Composition</i>	Bedford/St. Martins (VHPS)	2008
Acc English, AgSci Eng 4, AP English Lit, Beg ELD, ELD 12, English 4, English 4 Acad, English 4 MHSA, English IB HL2, Modified Eng, Newcomer ELD	<i>StudySync (12)</i>	McGraw Hill	2017

- MATHEMATICS (High School), adopted 2015, 2017, and 2021:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc Math, Algebra Read, Mod Math	<i>Bridge to Algebra</i>	Carnegie Learning	2011
Acc Algebra, Acc Bas Alg, Algebra 1, Algebra 1A, Algebra 1B, Algebra 1 MHSA, Algebra 1 w/Sup, Mod Algebra	<i>HMH Algebra 1 Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
Geometry, Geometry ELL, Geometry MHSA, Geometry PreAP	<i>HMH Geometry Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
Adv Algebra 2, Algebra 2, Alg 2 PreAP	<i>HMH Algebra 2 Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
AP Statistics	<i>The Practice of Statistics, 5e</i>	W. H. Freeman	2018
Calculus AP (AB), Calculus AP (BC)	<i>Calculus, 11e</i>	Cengage Learning	2016
AP Comp Sci A	<i>Objects First with Java; a Practical Introduction Using BlueJ</i>	Pearson Education	2012
Adv Math, PreCal, Pre-Calculus	<i>PreCalculus w/Limits; A Graphing Approach 7e</i>	Cengage	2016
IB Math	<i>Mathematics: Applications and Interpretation, Standard Level 1e</i>	Oxford University Press	2019

- SCIENCE (High School), adopted 2007 and 2022:

Grade Level/Course	Adopted Materials	Publisher	Copyright
AP Biology	<i>Biology for the AP Course</i>	Bedford St Martins	2022
Biology IB HL1, Biology IB HL2	<i>Biology</i> , 7 th ed	Prentice Hall	2005
ENH Biology, ENH Biology Acad	<i>Inquiry Into Life</i> <i>Biozone</i> (digital website)	McGraw Hill	2022
Biology, Biology Ag, Biology ELL, Biology MM, Mod Biology	<i>CA Inspire Science</i>	McGraw Hill	2020
AP Chemistry	<i>Chemistry: The Central Science</i> , 10 th ed	Prentice Hall	2006
Chemistry, Chemistry Acad, Chemistry Ag, Chemistry ELL, Chemistry MM	<i>STEMscopes</i>	Accelerate Learning	2022
Physics, Physics Acad, Physics Ag, Physics MM, ENH Physics	<i>Physics</i>	Discovery Education	2022
Ag Earth Science, Astronomy, Earth Sci, Earth Sci ELL, Mod Earth Sci	<i>Earth Science</i>	Holt	2006
AP Environmental Science	<i>Environmental Science for AP</i>	W.H. Freeman & Co.	2012
Human Physiology Human Physiology ELL	<i>Essentials of Human Anatomy and Physiology</i> , 8 th ed	Prentice Hall	2006
ENH Chem, ENH Chem Acad	<i>Modern Chemistry</i>	Holt	2006
AP Physics 1	<i>Cutnell Physics, AP Edition</i>	Wiley Houghton Mifflin	2018
AP Physics C	<i>Fundamentals of Physics</i> , 8 th ed	People's Publishing/Wiley	2007
Physics IB SL	<i>Physics for the IB Diploma</i> , 5 th ed	Cambridge University Press	2007
Lab Research BioTech 1-3, BioTechnology 1-3	<i>Biotechnology: Science for the New Millennium</i> , 1 st ed	EMC Paradigm Publishing	2007
Environmental Systems and Societies IB	<i>Environmental Systems and Societies for the IB Diploma</i> , 2 nd ed	Cambridge University Press	2016

- HISTORY / SOCIAL SCIENCE (High School), adopted 2006, 2015, 2019, 2022:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Grade 12			
AgSci Govt/Econ, Amer Govt/Econ, Govt/Econ ELL, Mod Econ/Govt	<i>Magruder's American Government</i>	Pearson	2019
AgSci Govt/Econ, Amer Govt/Econ, Econ/Amer Govt, Govt/Econ ELL, Mod Econ/Govt	<i>Economics Principles in Action</i>	Pearson	2019
IB H History of the Americas 2	<i>Making America</i>	Cengage	2019
	<i>History of the Americas, 1880-1981</i>	Oxford University Press	2015
	<i>The Mexican Revolution 1884-1940</i>	Hodder	2014
	<i>The Move to Global War</i>	Oxford University Press	2015
AP US Gov & Politics	<i>American Government: Stories of a Nation</i>	Bedford, Freeman, and Worth	2021
Grade 11			
AgSci US Hist, Modif US Hist, US History, US History ELL	<i>U.S. History 1877 to the Present: America Through the Lens</i>	National Geographic Learning/Cengage	2019
AP US History	<i>American History: Connecting with the Past, 15th ed.</i>	McGraw Hill	2015
IB H History of the Americas 1	<i>A People and a Nation</i>	Cengage	2019
	<i>Latin America: An Interpretive History</i>	Pearson	2017
	<i>Major Problems in American History</i>	Cengage	2017
Grade 10			
World History, Special Education World History			
Pre IB AgSci SS 2 (THS only), World History Pre-AP	<i>Modern World History</i>	Houghton Mifflin Harcourt	2019
Pre IB History of the Humanities (THS only)	<i>Modern World GCSE</i>	Social Studies School Service	2002
	<i>World History, Volume II-Since 1500</i>	Thomson/Wadsworth	2007
AP World History AP	<i>Ways of the World Since 1200</i> <i>Thinking Through Sources for Ways of the World</i>	Bedford/St Martins	2020 2020

- MODERN LANGUAGE, adopted 2012:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Spanish 1	<i>Avancemos, Lv 1</i>	Holt McDougal	2013
Spanish 2	<i>Avancemos, Lv 2</i>	Holt McDougal	2013
Spanish 3 PreAP, Spanish IB HL1	<i>Avancemos, Lv 3</i>	Holt McDougal	2013
AP Spanish Language and Culture	<i>TEMAS</i>	Vista Higher Learning	2020
Spanish IB HL2, Spanish 5	<i>Avancemos, Lv 4</i>	Holt McDougal	2013
	<i>Manana</i>	Advance Materials	2011
AP Spanish Literature	<i>Reflexiones; Introduccion a la literatura hispanica</i>	Pearson	2013
Spanish/Spanish Spkrs 1, 2	<i>Nuevas Vistas Intro/Uno/Dos</i>	Holt, Rinehart, Winston	2004
French 1	<i>Bien dit! Lv 1</i>	Holt McDougal	2013
French 2	<i>Bien dit! Lv 2</i>	Holt McDougal	2013
French 3 PreAP, French IB HL1	<i>Bien dit! Lv 3</i>	Holt McDougal	2013
French IB HL2	<i>Le monde en francais</i>	Advance Materials	2011
AP French Lang	<i>Imaginez</i>	Vista Higher Learning	2007

- ENGLISH LANGUAGE DEVELOPMENT MATERIALS, adopted 2007:

Grade Level	Adopted Materials	Publisher	Copyright
6-8	<i>StudySync</i>	McGraw Hill	2017
9-12			
Beginning ELD			
Intermediate ELD			
Early Advanced ELD	<i>StudySync</i>	McGraw Hill	2017
Advanced ELD			
English I, II, III, IV			

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2022-2023 school year, the Tracy Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED AND ADOPTED, this 27th day of September, 2022 at a meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 15, 2022
SUBJECT: Approve Temporary Modification to Calculation of Certificated Substitute Rates of Pay for the 2022-2023 School Year

BACKGROUND: The current pay rates for certificated substitutes are calculated based on the number of days of service provided in the prior year. As the state of California is still experiencing a teacher shortage due to a variety of social and economic factors, a recommendation is being made to modify how certificated substitute pay rates are calculated for employees, allowing employees to move forward on the pay schedule as days of service are completed rather than basing current year earnings on the prior year's days of service. Calculations would begin with the first day of service provided by the employee during the 2022-2023 instructional year, including retroactive calculations for the months of August and September.

RATIONALE: A temporary modification to calculation of 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 Modification to Calculation of Certificated Substitute Rates of Pay for the 2022-2023 School Year.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 19, 2022
SUBJECT: Approve Revised Job Description for Facilities Planner

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.

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.

RECOMMENDATION: Approve Revised Job Description for Facilities Planner.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Facilities Planner

DEPARTMENT: Facilities Development

POSITION SUMMARY:

Under the direct supervision of the Director of Facilities and Planning the position assists with plans, coordinates, schedules, construction, reconstruction, alterations, repairs, and relocation projects of school buildings, and facilities, and other capital outlay projects. Maintains cooperative relationships with federal, state and local agencies; consultants, vendors and contractors; community groups and residents; and District employees.

ESSENTIAL FUNCTIONS:

1. Prepares schedules and assists with the coordination of construction projects.
2. Reviews plans, specifications, reports, and documents related to construction.
3. Assists with the plans, bid evaluations, designs, schedules and manages assigned facility construction, reconstruction, redevelopment and modernization projects.
4. Works with architects, consultants, contractor, inspectors, engineers, federal, state, and local agencies involved with a school building project.
5. Assists in monitoring school facilities legislation updates.
6. Assists in processing state applications for facility projects and continues to monitor projects through the process.
7. Assists in developing costs, time and material estimates for assigned projects.
8. Prepares schedules for facility projects and continues to monitor and update schedules as changes occur.
9. Assists with analysis and reports on construction projects.
10. Assists in coordinating activities on construction projects beginning with the preliminary plans through the conclusion of warranties.
11. Assists in monitoring contractors, sub-contractors, or other trades during construction activities at project sites.
12. Maintains regular and prompt attendance in the workplace.
13. Performs other related duties as required.

EDUCATION AND EXPERIENCE:

Any combination of education and or related experience equivalent to the completion of four years of college, including course work related to the position. Required experience and knowledge in facility planning or facilities construction. Possession of a valid California driver's license. Willingness and ability to travel throughout the District.

SKILLS AND QUALIFICATIONS:

1. Knowledge of building construction methods and materials.
2. Knowledge of school facility functions;
3. Knowledge of school construction programs,
4. Knowledge of school facility financing;
5. Knowledge of computerized records management systems and applications;
6. Knowledge of cost/benefit analysis, cost estimating, scheduling, construction management, coordination, bidding and contracts.
7. Ability to plan and carry out work programs with minimal supervision;
8. Ability to analyze problems including the implementation of effective solutions;
9. Ability to write, speak and work effectively with individuals and groups;
10. Ability to maintain cooperative working relationships with those contacted in the course of work. (consultants and professional experts as well as all levels of District staff)

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach above shoulder level for extended periods of time.
5. Work on computers for extended periods of time.
6. Lift and carry up to 25 lbs. at shoulder height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. As required, must wear protective devices such as hard hat, closed toe shoes, earplugs, dust mask, and safety glasses.

SALARY: Classified Management and Confidential Salary Schedule range 25

DAYS OF SERVICE: 225 days

Board Approved: HS: 11/12/96 Elem: 11/12/96
Revised: TUSD 05/23/00

Revised: TUSD



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: September 19, 2022
RE: Adopt Resolution No. 22-04 Authorizing Teachers to Teach Outside Their Credential Authorizations

BACKGROUND: Education Code Section §44263 authorizes teachers to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teaches any subject in departmentalized classes to a given class or group of student in grades K-12. The Tracy Unified School District currently has five (5) qualified teachers consenting to Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8th grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has ten (10) qualified teachers consenting to Ed Code §44256(b).

RATIONALE: In all the above instances, the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing the assignments. This agenda item meets District Strategic Goal #2- Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Adopt Resolution No. 22-04 Authorizing Teachers to Teach Outside Their Credential Authorizations.

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 22-04
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL
AUTHORIZATIONS 2022-2023**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections §44263 hereby authorizes teachers to teach outside their credential authorization provided that the teachers has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teacher any subject in departmentalized classed to a given class or group of student in grades K-12. The Tracy Unified School District currently has five (5) qualified teachers consenting to Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade nine (9), provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has ten (10) qualified teachers consenting to Ed Code §44256(b).

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 27th Day of September 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

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Clerk
Board of Trustees

Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
2022-2023 SCHOOL YEAR			
TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
Teacher's Name	Site	Ed Code	Subject
Martin, Ferne	Art Freiler	44256(b)	Science
Neylan, Geri	Kimball High	44263	Drama
Arbogast, Dawn	Monte Vista	44256(b)	Math
Azevedo, Jolene	Monte Vista	44256(b)	Physical Education
Gibbons-Couris, Sarah	Monte Vista	44256(b)	English
Anastasio, Stephen	North	44263	Physical Education
Adams, David	Poet Christian	44256(b)	7th/8th Grade Math
Telles, Jeffrey	Poet Christian	44256 (b)	History
Cornish-Bowden, Joy	Tracy High	44263	Intermediate Art
Fishburn, Jay	Tracy High	44263	IB Theory of Knowledge
Piuser, Adam	Tracy High	44263	Computer Science
Campbell, Rhonda	Williams	44256(b)	English
Ignatovich, Teresa	Williams	44256(b)	English
Mohr, Laura	Williams	44256(b)	Social Sciences
Reszka, Cheryl	Williams	44256(b)	Social Science/Technology

Ed Code 44263	5 teachers
Ed Code 44256(b)	10 teachers