

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
OCTOBER 25, 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: 6:15 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 Finding of Facts: 22/23#19, 22/23#20, 22/23#21, 22/23#22, 22/23#23, 22/23#24
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.2.2 Early Graduation: TISCS#10347705
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3 Human Resources: | | |
| | 3.3.1 Release Probationary Classified Employee #UCL-426 Utility Person III
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.2 Release Probationary Classified Employee #UCL-427 Utility Person II
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.3 Consider Unpaid Leave of Absence for Certificated Management Employee #UC-1312
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | | |
| | 3.3.5 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | | |

4. **Adjourn to Open Session**

5. **Call to Order and Pledge of Allegiance**

6. **Closed Session Issues:**

6a Action Taken on Finding of Facts: 22/23#19, 22/23#20, 22/23#21, 22/23#22,

3.2.1 22/23#23, 22/23#24

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

6b Report Out of Action Taken on Early Graduation: TISCS#10347705

3.2.2

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

6c Report Out of Action Taken on Release Probationary Classified Employee #UCL-

3.3.1 426 Utility Person III

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

6c Report Out of Action Taken on Release Probationary Classified Employee

3.3.2 #UCL-427 Utility Person II

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

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

3.3.3 Certificated Management Employee #UC-1312

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

6c Report Out of Action Taken on Consider Public Employee/Employment/

3.3.4 Discipline/Dismissal/Release

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

7. **Approve Regular Minutes of October 11, 2022**

1-6

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

8. **Student Representative Reports:**

8.1 **Kimball High School:** Julian Steffens, Kylie Woodall; **Tracy High School:** Olivia Orcutt; **Alternative Education:** Olivia Stephenson; **West High School:** Lily Banchemo, Owen Jackson.

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

9.1 McKinley Elementary School Presentation

9.2 Central 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:** None.

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

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

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

13.1 Administrative & Business Services:

- 13.1.1 Approve Accounts Payable Warrants (August & September 2022) (Separate Cover Item) 7
- 13.1.2 Approve Payroll Reports (August & September 2022) (Separate Cover) 8
- 13.1.3 Approve Revolving Cash Fund Report (August & September 2022) 9-13
- 13.1.4 Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service 14-16
- 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 17-18
- 13.1.6 Approve Entertainment, Assembly, Service, Business and Food Vendors 19-20

13.2 Educational Services:

- 13.2.1 Approve Agreement with McGraw Hill for Corrective Reading Professional Development for the 2022-2023 School Year 21-24
- 13.2.2 Approve Agreement for Contract Services between Faith in Action Community Education Services and Villalovoz Elementary School for the 2022-23 School Year 25-30
- 13.2.3 Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert 31-33
- 13.2.4 Approve Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending October 15, 2022 34-35

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 36-37
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 38-43
- 13.3.3 Approve Unpaid Speech-Language Pathology Field Experience Agreement with University of the Pacific (Separate Cover Item) 44
- 13.3.4 Approve a Variable Term Waiver for Administrative Services 45-46
- 13.3.5 Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College 47-54

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: None.

14.2 Educational Services: None.

14.3 Human Resources: None.

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

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

17. Board Meeting Calendar:

17.1 November 8, 2022

17.2 December 13, 2022

17.3 January 10, 2023

17.4 January 24, 2023

18. Upcoming Events:

18.1 November 11, 2022

No School, Veteran's Day

18.2 November 21-25, 2022

No School, Thanksgiving Break

18.3 December 19-January 2, 2023

No School, Winter Break

18.4 January 16, 2022

No School, Martin Luther King Day

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, October 11, 2022**

- 6:30 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, L. Hawkins, Z. Hoffert, L. Souza
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
Absent: S. Kaur
- 7:01 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#16, 22/23#17, 22/23#18
3.2.1
Action: Motion Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1 (Kaur)
6b Report Out of Action Taken on Reinstatements: AR#22-23/#05,
3.2.2 AR#22-23/#06
Action: **Vote:** Yes-6; No-0; Absent-1 (Kaur)
6c Report Out of Action Taken on Early Graduation: WHS#10358139
3.2.3
Action: **Vote:** Yes-6; No-0; Absent-1 (Kaur)
- Minutes:** 7. **Approve Regular Minutes of September 27, 2022.**
Action: Motion Abercrombie, Souza. **Vote:** Yes-5; No-0; Absent-1 (Kaur); Abstain-1 (Alexander)
- Audience:** Jason Noll, Bill Maslyar, Jacqui Nott, LuLu Flores, Lisa Mendez, Marlene Hepner, Erin Quintana, Heather Muncy, John Goulding, Bob Wallace, Chris Munger, Heather Reyburn, Yesenia Huerta, Dani Francis, Amiyah Pittman, Carrie Grover, Dale Applewhite-Johnson, Bob Brownne/Tracy Press.
- Student Rep Reports:** 8.1 **West High FFA;** Perla Camacho Meza is the WHS FFA Treasurer. She would like to welcome an added teacher, advisor and coach to their organization, Ms. Magniez. She has been a powerful addition to their family, she has given their members great advice and has a funny and lovable personality. She is currently teaching Ag Chemistry and Ag Physics. The State officers came to visit WHS for the first time in 6 years. They gave a presentation of the association and advised on the myths and misconceptions of agriculture. She is excited to see what they have to offer to the F.F.A organization. Nicolle Guadarrama is the WHS Historian and a junior this year. This will be her first year attending the MFE Leadership Conference. MFE stands for Made For Excellence. During MFE, students participate in fun group activities and develop better leadership skills to improve in public speaking and to grow as a leader. She was also very excited about GLC where students and Green

Hand members went to Lodi. Members were introduced to benefits and opportunities in agriculture education. Angelina Cruz is the WHS FFA Reporter. She is excited to explain the fall festival and the Green Night to everyone today. Last Saturday they held their annual Fall Festival where they had pumpkin decorating, face painting, a petting zoo, and games. They all had a wonderful time. On November 8th they will hold the Green Night, in which, students are awarded the degrees they have earned in FFA. Angelina earned her Green Hand degree during the distance learning year, which was just a drive through event. This year they are having an actually student award recognition ceremony so it will be great to have an in person event this time.

Tracy High FFA: Danielle Francis is the FFA Chapter President. Audrianna Alegre was at a golf match and unable to attend. Danielle gives thanks for the community. The members who showed at the San Joaquin County Ag Festival had a very successful fair. They had many members that were recognized for either having an outstanding showman or having the best animal in their class. In July, they had an officer retreat in Arnold, CA. They took a hike to Big Trees, spent time making dinner as a team, and created their plans for the rest of the school year. They held their first chapter meeting during both lunches on September 22nd. They had an ice cream social after the meeting and went over all of their business and it was a highly successful first meeting of the year. The officer team attended the Chapter Officer Leadership Conference held at Ripon Christian Middle School. They attended many leadership workshops and learned how to communicate with each other and heard from a keynote speaker. On September 28, their chapter took three teams to compete at the Delta Valley Sectional Opening and Closing Competition held at the San Joaquin County Office of Education. The Open and Green Hand teams were awarded silver and their Officer team got first place. This was a very successful event for their chapter. October 20th is their annual pumpkin patch with many fun fall activities planned. In three weeks, 7 students will travel to Indianapolis to attend the National FFA Convention. While in Indiana, they will be attending the Indianapolis Speedway, visiting museums, attending FFA workshops and the FFA store. Their chapter hopes to have another great year and they are so excited to see what is in their future.

Recognition & Presentations:

9.1 Monte Vista Middle School Presentation

Monte Vista Principal, Dr. Barbara Silver introduced her STEM ILT team. The STEM ILT team consists of Lisa Mendez, ELD teacher, Heather Muncy, English teacher, Brandon Ramirez, Science teacher, Monica Cordizco, Math and Science teacher, and Heather Reyburn the new Assistant Principal at Monte Vista. Lisa Mendez and Heather Muncy shared a presentation about Monte Vista STEM education. They are thankful for the STEM opportunities they have had so they decided to highlight their presentation on what is going on in STEM at MVMS. SBAC scores went up in all areas and they are hoping to see another big jump this year with the ability to have them back on campus, doing a lot more things. Their 4th through 6th grade team, which also included South West Park students, placed 3rd in the Math Olympiad, the 7th/8th grade team placed 1st. They have STEM clubs on campus, consisting of the Girls Who Code, the Nature Club, and the Olympiad teams for both Math and Science. Their Amplify Curriculum started this year. Their science teachers find it to be very helpful; for new teachers it is easy to understand and setup,

in comparison with past curriculum. 7th grade science is working on the stem unit, Envision an Ecosystem. They presented a brief Mind Craft video clip showing how water is filtered, with a pond for the animals. Every time the black square is moved, that represents an additional pod that a student has added. What is shown in the video consists of 2000 different types of squares and cubes to build this eco system and water filtration system. Students have really appreciated the opportunity to learn from this unit. The 8th grade math STEM unit, Figure a Flight is where the 8th grade teachers are having their students complete 'flight trials'. Students are pictured with airplanes, seeing how far they can fly. It was a fun day to photograph. The Science Olympiad Club and the ELD elective class incorporates STEM activities to stimulate spoken academic language. Their newest club is the Nature Club. Club advisor, Ms. Ortega, brings in her own personal collection of different samples found in nature. The first meeting had over 40 students attend. They enjoyed being paleontologists, entomologists, and geologists at the various stations around her classroom.

9.2 Recognition of Kimball High School student, Kayla Andrew, for being Selected as the 2023 Horatio Alger Association National Scholar.

Kayla was working this afternoon and, unfortunately, was unable to make it on time. Julie Stocking presented the certificate to Principal Maslyar on her behalf. Kayla was one of 105 students across the nation to receive this Horatio Alger Association National Scholar award for a scholarship amount of \$25,000. You must maintain a GPA of 3.95. Her hard work is outstanding.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services: None.

**Hearing of
Delegations**

11. John Goulding is a concerned citizen. He's had five kids graduate from Tracy High Schools that were athletes. John spent 37 years as a teacher, was a coach for 45 years, and a volunteer baseball coach for 7 years. He is here to say, the new bell schedule hurts students by starting later. In Spring sports, baseball players have 28 games, 14 of them are on the road. They leave school at 1:00 and play on non-lighted facilities. Now they will miss three classes every away game. The point of changing times is to help students academically. He believes this will help very few. There are alternatives that can be made such as having athletic PE where all athletes have PE the last period of the day. When going to away games they would not miss an academic class. Students with chemistry, Spanish and geometry for their last periods of the day will be devastated academically. He wants what is best for the kids.

Jason Noll, Director of Student Services, is speaking as the President of the TSMA. Soon on the agenda, there is an opportunity to approve agreements with different bargaining units in the district. TSMA is not just site administrators; it is counselors, school psychologists, site secretaries, and other wonderful employees. Thank you to the district negotiating team, TEA, and CSEA negotiating teams for all their hard work. He has been in Tracy his entire career of 22 years. Teachers, classified staff, and administrators make it all great.

Chris Munger is speaking regarding item #14.3.4. He is incredibly pleased to announce that TEA ratified their agreement with 87% of the votes tabulated, which is almost unheard of. TEA appreciates the work all the bargaining teams have done collaboratively. This agreement helps to ensure that TUSD will be able to attract and retain teachers and staff and with the purpose that we can continue to provide quality education for our students. All three of the units' value this, we want to work together for the betterment of our students.

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: Motion Abercrombie, Souza **Vote:** Yes-6; No-0; Absent-1 (Kaur).

13.1 Administrative & Business Services:

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

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

13.2 Educational Services:

13.2.1 Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-2023 School Year

13.2.2 Approve Agreement with Better Lessons to Provide New Teachers with Virtual Support During the 2022-2023 School Year

13.2.3 Approve Agreement for Special Contract Services with Consortium on Reading Excellence in Education (CORE) During the 2022-2023 School Year

13.2.4 Approve Overnight Travel for the West High FFA Officers and Advisors to Attend the Annual Officer Retreat at Camanche Lake Resort, Ione, CA on June 20-23, 2023

13.2.5 Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in Nashville, Tennessee on December 3-7, 2022

13.2.6 Approve Agreement for Additional Services between Faith In Action Community Education Services and Kimball High School for the 2022-2023 School Year

13.2.7 Approve Purchase of SCUTA for Poet-Christian School to Provide License for the 2022-2023 School Year

13.2.8 Approve Agreement for Special Contract Services with Better Lessons to Provide Classified Staff with Three Virtual Professional Development Offerings at Buy-Back Day on Friday, January 27, 2023

13.2.9 Approve Out of State Travel for Athletic Directors and Director of Students Services to Attend the National Athletic Directors Conference in Nashville, Tennessee on December 8-13, 2022

13.2.10 Approve a Declaration for a Provisional Internship Permit

- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment

Action Items:

- 14.1 Administrative & Business Services:**
- 14.1.1** Consider Claim 610739
- Action:** Motion to Reject Abercrombie, Souza. **Vote:** Yes-4; No-2 (Blanco, Hoffert); Absent-1 (Kaur).

- 14.2 Educational Services:**
- 14.2.1** Approve the Updated California Expanded Learning Opportunity Program/Plan (ELO/ELO-P) for the Tracy Unified School District (Separate Cover Item)
- Action:** Motion Abercrombie, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Kaur).

- 14.3 Human Resources:**
- 14.3.1** Approve Administrative Intern Agreement with Teachers College of San Joaquin
- Action:** Motion Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1 (Kaur).
- 14.3.2** Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential
- Action:** Motion Abercrombie, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Kaur).
- 14.3.3** Approve Tentative Agreements with the California School Employees Association (Separate Cover Item)
- Action:** Motion Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1 (Kaur).
- 14.3.4** Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item)
- Action:** Motion Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1 (Kaur).
- 14.3.5** Approve New TSMA Salary Agreement (Separate Cover Item)
- Action:** Motion Abercrombie, Souza. **Vote:** Yes-5; No-1 (Hoffert); Absent-1 (Kaur).
President Alexander read a statement in accordance with Government Code Section 54953 Disclosure.
- 14.3.6** Approve Amendment to Superintendent Contract (Separate Cover Item)
- Action:** Motion Abercrombie, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (Kaur).

Board Reports:

Trustee Hawkins would like to thank cabinet and the board for bringing him on as a trustee for the school board. He likes to listen to the students and visit the schools. There are a lot of great things going on. Trustee Souza welcomes the new teacher at WHS in the FFA program. It is unfortunate that Kayla Andrew couldn't be here, congratulations to her! Listening to the students is the best part of being here on the board. Thank you for everyone that attends the meetings. Trustee Blanco was grateful to go to Kimball High School's home coming carnival. It was very fun and she ate a lot of amazing desserts. She really enjoyed watching the students play badminton, they were having so much fun. Thank you to Mr. Maslyar for the event. Trustee Abercrombie agreed with Trustee Blanco, the KHS carnival was awesome and so many students attended. He also got to attend the football game afterward. He attended the Tracy High game, which had a phenomenal turnout. Keep up the great

work! Trustee Hoffert thanks everyone for coming out and wishes the best of luck to our F.F.A. students. Trustee Alexander wants to thank everyone for coming out tonight and a heartwarming welcome to Trustee Hawkins.

Superintendent Report:

Dr. Pecot would like to say thank you to Dr. Silver. To have a school that is increasing test scores, post COVID, shows what an excellent job they are doing, focusing in on education at Monte Vista. He also ate many desserts at the Kimball High School carnival and enjoyed the Tracy High School home coming parade. West High School home coming is this week.

Adjourn: 7:39

Clerk

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 14, 2022
SUBJECT: **Approve Accounts Payable Warrants (August & September 2022)**

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (August & September 2022).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 14, 2022
SUBJECT: Approve Payroll Reports (August & September 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (August & September 2022).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 14, 2022
SUBJECT: Approve Revolving Cash Fund Report (August & September 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Report (August & September 2022).

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

09/01/22

TUSD
REVOLVING CASH FUND
August 2022

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
08/04/2022	9837	BLACK BEAR DINER	REQ23-00923 JES 8/5/2022	
			01-0000-0-1110-1000-4300-250-2323	-909.30
TOTAL				-909.30
08/04/2022	9838	Taqueria La Mexicana	REQ23-00936 8/4/2022	
			01-0000-0-0000-7200-4300-800-2323	-431.92
TOTAL				-431.92
08/09/2022	9839	RICHARD NEWTON	Late timesheet, AVID Summer Institute	
			01-0709-0-1110-1000-1107-800-2767	-744.88
TOTAL				-744.88
08/15/2022	9840	Taqueria La Mexicana	REQ23-01071 STEM	
			01-0000-0-0000-7200-4300-800-2323	-265.22
TOTAL				-265.22
08/29/2022	9841	DIRECTIONAL AD-VANTAGE HOL...	REQ23-01341 Advertising Display Space Ren...	
			01-0000-0-0000-7400-5811-810-8002	-1,000.00
TOTAL				-1,000.00

10/14/22

TUSD
REVOLVING CASH FUND
 September 2022

Date	Num	Name	Memo	Paid Amount
09/01/2022	9842	CALIFORNIA HIGHWAY PATROL	PO23-00120 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
09/01/2022	9843	CALIFORNIA HIGHWAY PATROL	PO23-00120 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
09/01/2022	9844	CALIFORNIA HIGHWAY PATROL	PO23-00120 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
09/01/2022	9845	CALIFORNIA HIGHWAY PATROL	PO23-00120 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
09/01/2022	9846	CALIFORNIA HIGHWAY PATROL	PO23-00120 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
09/01/2022	9847	CALIFORNIA HIGHWAY PATROL	PO23-00120 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
09/01/2022	9848	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DMV Fees	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
09/01/2022	9849	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DMV Fees	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00

10/14/22

TUSD
REVOLVING CASH FUND
 September 2022

Date	Num	Name	Memo	Paid Amount
09/01/2022	9850	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DMV Fees	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
09/01/2022	9851	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DMV Fees	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
09/01/2022	9852	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DMV Fees	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
09/01/2022	9853	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DMV Fees	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
09/08/2022	9854	TANIA QUANT-DOOLEY	AUGUST EXTRA PERIOD	
			01-3213-0-1110-2420-1900-349-8999	-900.49
TOTAL				-900.49
09/09/2022	9855	JOSEPH GRAHAM	SUB PAY	
			SUB PAY	-255.43
TOTAL				-255.43
09/22/2022	9856	DEANNA HAZELBAKER	9/9/2022 PAYDATE	
			01-0000-0-1110-1000-1105-800-9222	-360.06
TOTAL				-360.06
09/28/2022	9857	BRICKS4KIDZ	PO23-01450 INV #249 HIRSCH ELEM	
			01-0000-0-1110-1000-4300-220-3393	-525.00
TOTAL				-525.00
09/28/2022	9858	TOGO'S	PO23-00007 9/29/2022	
			01-0000-0-0000-7150-4300-810-1001	-127.00
TOTAL				-127.00

10/14/22

TUSD
REVOLVING CASH FUND
September 2022

Date	Num	Name	Memo	Paid Amount
09/30/2022	9859	California FCCLA	Debbie Johnson Registration	
			01-6387-0-3800-1000-5200-600-2975	-112.00
TOTAL				-112.00
09/30/2022	9860	El Capitan FCCLA	Debbie Johnson Region 6 Fall Leadership M...	
			01-6387-0-3800-1000-5200-600-2975	-154.00
TOTAL				-154.00



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 7, 2022
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service**

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

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

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

E-WASTE INVENTORY October 2022

ITEM	ESTIMATED QUANTITY
Monitors	100
Computers	1262
Printers	20
TV's	5
Projectors	19
Keyboards & Mouses	134
Document Cameras	10
Heated Cabinets	4
Mobile Cabinet	2



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 14, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

West High School:

1. Tracy Unified School District/West High School: From Nancy Wright-West High Science Boosters for the value of \$1506.98. This donation of Field Perimeter and supplies will benefit West High School's Robotics Club.

West High School:

1. Tracy Unified School District/West High School: From Nancy Wright-West High Science Boosters for the value of \$1214.41. This donation will support the Space & Engineering Academy students.

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.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 10, 2022
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires 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, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

Board Approval Required Vendor Name	Insurance Expiration
All for KIDZ, Inc. The Ned Show - Kim Des Jardins 877.872.9696 ext 143; Kdesjardins@allforkidz.com; theNEDshows.com. Ned's Mindest Mission Assemblies. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/4/2023
Jay's Gourmet Food with Soul - Stella & Jarrod Lakey, 510.385.0272; 510.835.4720; happyfaces95377@comcast.net; www.JaysgourmetLLC.com No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/22/2023
Pizza Guys - Satyajit Robin Dhanju, 314.280.5680 satyajit@pizzaguys.us. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	4/1/2023

The attached list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Entertainment, Assembly, Service, Business and Food Vendors.

PREPARED BY: Michelle Sterritt, Facility Use Coordinator.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: October 5, 2022
SUBJECT: **Approve Agreement with McGraw Hill for Corrective Reading Professional Development for the 2022-2023 School Year**

BACKGROUND: In the 2021-2022 school year, McGraw Hill did several virtual professional development sessions for paraprofessionals. These trainings were based on the Corrective Reading material to support struggling students in 3rd – 8th grade.

RATIONALE: Paraprofessionals who did not receive the Corrective Reading training in the 2021-2022 school year will receive the training in the 2022-2023 school year. This one day of professional development on the Corrective Reading material for paraprofessionals will support students who are struggling in reading in 3rd -8th grade. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #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: There will not be a cost for this training.

RECOMMENDATION: Approve Agreement with McGraw Hill for Corrective Reading Professional Development for the 2022-2023 School Year.

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



Because learning changes everything.™

QUOTE PREPARED FOR:

Tracy Unified School Dist
 1875 W LOWELL AVE
 TRACY, CA 95376-2262
 ACCOUNT NUMBER: 249434

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Erin Panelli
 erin.panelli@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
PROFESSIONAL DEVELOPMENT	\$3,500.00	(\$3,500.00)	\$0.00
PRODUCT TOTAL*	\$3,500.00	(\$3,500.00)	\$0.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$0.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 10/05/2022

ACCOUNT NAME: Tracy Unified School Dist

EXPIRATION DATE: 11/19/2022

QUOTE NUMBER: MROSS-10052022-003

ACCOUNT #: 249434

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
PROFESSIONAL DEVELOPMENT					
DIRECT INSTRUCTION PROFESSIONAL DEVELOPMENT ONSITE TRAINING K-12	978-1-26-452945-2	1	\$3,500.00	\$3,500.00	FREE WITH ORDER
PROFESSIONAL DEVELOPMENT Subtotal:				\$3,500.00	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 10/05/2022

ACCOUNT NAME: Tracy Unified School Dist

EXPIRATION DATE: 11/19/2022

QUOTE NUMBER: MROSS-10052022-003

ACCOUNT #: 249434

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Tracy Unified School Dist
1875 W LOWELL AVE
TRACY, CA 95376-2262
ACCOUNT NUMBER: 249434

CONTACT:

VALUE OF ALL MATERIALS	\$3,500.00
FREE MATERIALS	(\$3,500.00)
PRODUCT TOTAL*	\$0.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$0.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

Thank you!

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 10/05/2022

ACCOUNT NAME: Tracy Unified School Dist

EXPIRATION DATE: 11/19/2022

QUOTE NUMBER: MROSS-10052022-003

ACCOUNT #: 249434

PAGE #: 3



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 5, 2022
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Villalovoz Elementary 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. In the 2021-22 school year, TUSD schools and FACES began a partnership in providing behavior technicians to meet the increased social emotional needs of students. The services provide mentorship, behavior supports, and positive development of social skills, as well as restorative practices.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who will represent the Villalovoz student population and proven success impacting student behaviors. They will provide 1 behaviorist, 7 hours daily for the remainder of the 2022-23 school year. There is no cap on the number of students they can service. They will provide group therapy services that include mentorship, behavior supports, restorative practices, grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners. This aligns with Strategic Goal #2 of our SPSA to Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: FACES will be paid \$96,250.00, funded through Title I carry-over funds.

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

PREPARED BY: Marji Baumann, Principal, Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 classroom behaviorist to assist and support student behaviors in the classroom and school campus setting. The behaviorist will provide 7 hours of services daily. Services will include mentorship, restorative practices, behavior support, positive development of social skills, and SEL groups.

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 125 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Villalovoz Elementary School.

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

- a. District shall pay \$110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$96,250.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 26, 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, 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	_____ Tracy Unified School District
_____ IRS Identification Number		_____ Date
_____ Title		_____ Account Number to be Charged
_____ Address		_____ Department/Site Approval
_____		_____ Budget Approval
_____		_____ Date Approved by the Board



Memorandum of Understanding

Between

Faith in Action Community Education Services

And

Villalovoz Elementary School

This Memorandum of Understanding (MOU) sets for the terms and understanding between Faith in Action Community Education Services and to provide behavioral services, as well as any other services Villalovoz Elementary School needs that F.A.C.E.S. provides for the 2022-2023 school year.

Background

This partnership is important because F.A.C.E.S. wants to build a relationship and grow with Villalovoz Elementary School, as a direct service provider as services are needed.

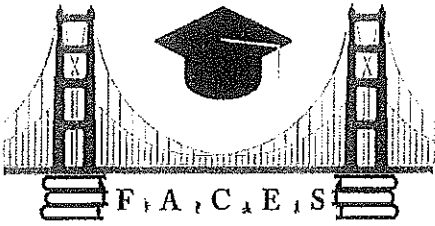
Purpose

This MOU will be set in place to allow Faith in Action Community Education to provide direct Behavior services with one full-time staff on site, at Villalovoz Elementary School.

Funding

This MOU certifies that services will be provided at an hourly rate of \$110.00 per hour for a total of 7 hours day. Invoices from F.A.C.E.S will be sent out twice a month on the last day of the month and on the 15th of the month and that payments from Villalovoz Elementary School will be paid on a net 30-payment term, or one month after invoices have been sent from F.A.C.E.S. billing department. Villalovoz Elementary School also has the option to make the payment in full if agreed upon by any authorized official from Villalovoz Elementary School.

📍 401 E. Main Street
Stockton, CA 95202
☎ 209.870.0471
✉ info@FACESedu.org
🌐 FACESedu.org



Duration

This MOU is at-will and may be modified by any authorized official from Villalovoz Elementary School. This MOU shall become effective upon signature by the authorized officials from Villalovoz Elementary School and will remain in effect until modified or terminated by any one of the Authorized officials from Villalovoz Elementary School or Authorized official from F.A.C.E.S.

Contact Information

Faith in Action Community Education Services

Joshua Brown

CEO

401 E. Main St. Stockton, CA 95202

(209) 870-0471

jbrown.facesed@gmail.com

Villalovoz Elementary School

Marji Baumann

Principal

31550 Cypress Dr. Tracy, CA 95376

(209) 830-3331

mbaumann@tusd.net

(F.A.C.E.S. representative signature)
(Partner name, organization, position)

Date: _____

(Villalovoz Elementary School
representativesignature)(Partner name,
organization, position)

Date: _____

📍 401 E. Main Street
Stockton, CA 95202
☎ 209.870.0471
✉ info@FACESEDu.org
🌐 FACESEDu.org



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 12, 2022
SUBJECT: Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert

BACKGROUND: Every year roughly two to three hundred students are selected from TUSD and Jefferson schools, grades 7-12, to perform in the Tracy’s regional Honor Band, Honor Jazz Band, Honor Choir, and Honor String Orchestra. This event offers premium educational opportunities and post-secondary connections for students, recruiting and matriculation promotions, and staff development opportunities for our music staff by hiring college directors as our guest conductors. Main Street Music will provide the professional services of four collegiate level honors conductors and one professional choral accompanist. These five professionals will direct the rehearsals and concerts at Tracy High School and the Tracy Grand Theater with constant TUSD supervision. Rehearsals and performances will follow this schedule:

Date	Time	Activity	Location
Wednesday January 18, 2023	5:15 p.m. call, 5:30 p.m. – 7:30 p.m.	Rehearsal 1 of 4	Kimball High School 3200 Jaguar Run, Tracy 95377 Choir – C3 String Orchestra – Theater Stage Concert Band – C2 Jazz Band – K6 (piano lab)
Friday January 27, 2023	8:15 a.m. call, 8:30 a.m. – 11:30 a.m. 12:00 p.m. – 3:00 p.m.	Rehearsal 2 of 4	
Friday February 3, 2023	8:15 a.m. call, 8:30 a.m. – 10:30 a.m. 11:00 a.m. – 1:00 p.m. 1:30 p.m. – 3:30 p.m.	Rehearsal 3 of 4	
Saturday February 4, 2023	Jazz Band 7:30 a.m. - 9:00 a.m. Choir 9:00 a.m. - 10:30 a.m. Concert Band 10:30 a.m. - 12:00 p.m. String Orchestra 2:30 p.m. – 3:45 p.m.	Sound Check Rehearsal 4 of 4	Tracy Grand Theater 715 Central Ave., Tracy All students enter through Performers’ Entrance door on the South side. Instrument Cases go in the Black Box theater.
Saturday February 4, 2023	String Orchestra & Choir 3:30 p.m. call, 4:00 p.m.	1 st Concert	
Saturday February 4, 2023	Jazz Band & Concert Band 5:30 p.m. call, 6:00 p.m.	2 nd Concert	

RATIONALE:

Having guest conductors for this year’s Honor Band is important for two reasons. First, collegiate level guest conductors provide an opportunity for our students to work with a college director, a highly respected music educator. The conductors will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. Second, collegiate level conductors help to establish a link between Tracy Unified School District’s music program and college level music programs which will result in benefits to both programs.

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

FUNDING: The cost is a flat rate not to exceed a total of \$7400.00. Funding will be provided by the District Visual and Performing Arts fund.

RECOMMENDATION: Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert.

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

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
675454	09/20/2022 12:00a
ACCT	EMPL ID
6596	KEN
PO	EXPIRES
	10/20/2022

Bill To: Tracy Unified School District
1975 W. Lowell
Tracy CA 95376

H(209) 830-3200

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
4		Musici Directors for 2023 Honors Concerts	1500.00	6000.00
1		Service Fees	900.00	900.00
1		Accompanist	500.00	500.00

	SUBTOTAL	7400.00
	TOTAL	7400.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 10, 2022
SUBJECT: Approve Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending October 15, 2022

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the July 15, 2022 – October 15, 2022, reporting period.

RATIONALE: The quarterly report for the period of July 15, 2022, through October 15, 2022, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Approve Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending October 15, 2022.

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

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Dr. Zachary Boswell, Ed.D

Title: Director of Curriculum & Accountability

Quarterly Report Submission Date: January 15, 2022
 (check one) April 15, 2022
 July 15, 2022
 October 15, 2022

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Rob Pecot
 Print Name of District Superintendent

 Signature of District Superintendent Date



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 30, 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>
Gallegos, Luz Personnel Technician for Classified Employees	DEC	10/5/2022	Accepted Personnel Technician for Workers Comp Positions

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anderson, Christopher Utility Person II	WHS	10/4/2022	Accepted Utility Person II position
Cameron, Sheila Para Educator II	BES	10/13/2022	Accepted Para Educator II position
Figuroa, Patricia Food Service Worker	SWP	10/3/2022	Accepted Food Service Worker with more hours

Hoehne, Kayla Special Ed Para Educator	NES	10/3/2022	Accepted Special Ed Para Educator with less hours
Ochoa, Rocio Clerk Typist II	DEC	10/9/2022	Accepted Secretary to Assessment & Accountability position
Pelayo, Susana Parent Liaison	SWP	10/16/2022	Accepted Secretary to Prevention Services position
Ramirez, Denise Food Service Worker	HES	10/3/2022	Accepted Food Service Worker with more hours

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

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 14, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Gallegos, Luz

Personnel Technician for Workers Comp
(Replacement)
Human Resources
8 hours per day
Range LMH13, Step E - \$35.99 per hour
Fund: General

Romo-Ivaschenko, Anita

Personnel Technician for Certificate/Classified
Employees (New)
Human Resources
8 hours per day
Range LMH13, Step E - \$35.99 per hour
Fund: General

BACKGROUND:

CERTIFICATED

Douglas, Cammi

Central Elementary
3rd Grade (Replacement)
"A" Class I, Step 1, \$40,631.00
Fund: General

Picaso-Vasquez, Hugo

Williams Middle School
6th grade (Replacement)
"A" Class I, Step 1, \$40,631.00
Fund: General

BACKGROUND:

CLASSIFIED

Anderson, Christopher

Utility Person II (Replacement)
West High School
8 hours per day
Range 35, Step E - \$25.43 per hour
Fund: General

Cameron, Sheila

Para Educator II (New)
McKinley
8 hours per day
Range 30, Step D - \$21.60 per hour
Fund: Elo Grant

Figueroa, Patricia

Food Service Worker (Replacement)
South West Park
3 hours per day
Range 25, Step E - \$20.14 per hour
Fund: Child Nutrition – School Program

Hein, Alexis

Para Educator II (Replacement)
Duncan Russell
8 hours per day
Range 30, Step D - \$21.60 per hour
Fund: L Cap

Hernandez Olivo, Josefina

Food Service Worker (New)
Freiler
2 hours per day
Range 25, Step E - \$20.14 per hour
Fund: Child Nutrition – School Program

Hoehne, Kayla

Special Ed Para Educator (New)
North
6 hours per day
Range 27, Step E - \$21.12 per hour
Fund: Special Education

Janganure, Vandana

Para Educator I (New)
Jacobson
4 hours per day
Range 24, Step B - \$17.11 per hour
Fund: ELO grant

Kibby-Blackburn, Toni

High School Library Technician (Replacement)
Tracy High
5 hours per day
Range 31, Step D - \$22.12 per hour
Fund: ELO Grant

Lopez, Ana	Payroll Technician (Replacement) Finance 8 hours per day Range 52, Step C - \$34.53 per hour Fund: General
Nunez, Esthela	Utility Person II (New) Monte Vista 8 hours per day Range 35, Step E - \$25.43 per hour + ND Fund: General
Ochoa, Rocio	Secretary to Director of Assessment and Accountability (Replacement) DEC 8 hours per day Range 40, Step C - \$26.05 per hour Fund: General
Pelayo, Susana	Secretary to Prevention Services (New) DEC 8 hours per day Range 32, Step E - \$23.70 per hour Fund: IASA-Title I Bas Grnts Low Inc; Targeted EL
Ramirez, Denise	Food Service Worker (New) Hirsch 4.25 hours per day Range 25, Step E - \$20.14 per hour Fund: Child Nutrition – School Program
Williams, Katrina	Student Body Bookkeeper/Health Clerk (Replacement) Tracy High 8 hours per day Range 34, Step D - \$23.70 per hour Fund: General

BACKGROUND:

Albright, Ashley

COACHES

Pep Squad Assistant Advisor
Kimball High
Stipend: \$2544.59

Allen-Trombley, Jennifer

Cross Country – Assistant Coach
Kimball High
Stipend: \$5089.18

Anderson, John

Varsity Girls Tennis
West High
Stipend: \$4239.07

Barreto, Mateo	Water Polo – Assistant Coach Kimball High Stipend: \$4239.07
Baumann, Frank	Sophomore Volleyball Tracy High Stipend: \$5089.18
Butler, Jessica Ruth	Pep Squad Advisor Kimball High Stipend: \$3182.18
Coatney, Monique	Dance Advisor Kimball High Stipend: \$2119.54
Doerksen, Steve	Varsity Volleyball Kimball High Stipend: \$6358.61
Doran, Rebekah	Water Polo – Girls Assistant Coach Tracy High Stipend: \$4239.07
Ebojo, Catherine	Varsity Volleyball Tracy High Stipend: \$6358.61
Edwards, William	Varsity Football – Head Coach West High Stipend: \$8058.83
Escobar, Zack	Varsity Football – Assistant Coach Tracy High Stipend: \$5510.40
Evans, Justin	Varsity Football - Assistant Coach Tracy High Stipend: \$5510.40
Fielsch, Mischelle	Tennis - Girls Head Coach Tracy High Stipend: \$4239.07
Gibson, Jimmy	Frosh Volleyball Tracy High Stipend: \$4451.60
Grace, Demarquis	Sophomore Football – Head Coach Kimball High Stipend: \$6358.61

Guillen, Marcus	Frosh Football – Head Coach Tracy High Stipend: \$5939.30
Guillen, Nelson	Sophomore Football – Assistant Coach Tracy High Stipend: \$5089.18
Hall, Steve	Sophomore Football - Assistant Coach Tracy High Stipend: \$5089.18
Harrison, Dominique	Varsity Football – Assistant Coach West High Stipend: \$5514.24
Heinen, Casey	Water Polo – Boys Head Coach Kimball High Stipend: \$6358.61
	Water Polo – Girls Head Coach Kimball High Stipend: \$6358.61
Knighten, Jamaris	Sophomore Football – Head Coach West High Stipend: \$6358.61
Lemos, Mike	Frosh Football – Assistant Coach Tracy High Stipend: \$5089.18
Martin, Shelby	Frosh Volleyball West High Stipend: \$4451.60
Pribble, Jeffery	Varsity Football – Head Coach Tracy High Stipend: \$8058.83
Ramos, Adrian	Varsity Football – Assistant Coach Kimball High Stipend: \$5510.40
Ransom, KT	Sophomore Football – Assistant Coach Kimball High Stipend: \$5089.18
Rhinehart, Mackenzie	Pep Squad Assistant Advisor Tracy High Stipend: \$ 2544.59

Sanchez, Julie	Sophomore Volleyball Kimball High Stipend: \$2089.18
Shelton, Nathaniel	Sophomore Football – Head Coach Tracy High Stipend: \$6358.61
Shrout, Matt	Varsity Football – Assistant Coach (INTERIM) Tracy High Stipend: \$5510.40
Soares, Sheila	Dance Advisor Tracy High Stipend: \$2119.54
	Pep Squad Advisor Tracy High Stipend: \$3182.18
Solano, Derek	Varsity Girls Golf Tracy High Stipend: \$4239.07
Thompson, Larry	Sophomore Football - Assistant Coach Kimball High Stipend: \$5089.18
Trew, Tahnee	Water Polo – Boys Head Coach Tracy High Stipend: \$6358.61
Trombley, Ben	Cross Country – Head Coach Kimball High Stipend: \$6358.61
Yerian, Jake	Frosh Football – Assistant Coach Tracy High Stipend: \$5089.18

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

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



HUMAN RESOURCES

MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 28, 2022
RE: **Approve Unpaid Speech-Language Pathology Field Experience Agreement with University of the Pacific**

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between University of the Pacific and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective October 26, 2022, through June 30, 2027.

RATIONALE: Students working on their field experience will be placed with fully credentialed speech-language pathologists (SLP) within our District who are willing to supervise these students. Additionally, District SLPs must have earned a Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP), and ASHA Certification Standards for Providing clinical instruction and supervision to individuals preparing for ASHA certificate. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential

FUNDING: None.

RECOMMENDATION: Approve Unpaid Speech-Language Pathology Field Experience Agreement with University of the Pacific.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: October 12, 2022
RE: Approve a Variable Term Waiver for Administrative Services

BACKGROUND: Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: In reviewing staffing for the 2022-2023 school year it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Administrative Services.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services.

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

BEFORE THE BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT
COUNTY OF SAN JOAQUIN
STATE OF CALIFORNIA

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain an Administrative Services credential. The individual(s) will be provided orientation, guidance, and assistance during the valid period of the waiver.

Heather Pitcock; Assistant Principal; K-5

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 29, 2022
RE: Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their Speech-Language Pathology Assistant (SLPA) license. The purpose of this agreement is to clarify roles and responsibilities to ensure that everyone involved has a safe working environment allowing them to complete the required fieldwork.

This has aided the Tracy Unified School District in increasing the number of candidates that are available for a variety of positions within the District. This agreement will remain in effect from October 25, 2022, through June 30, 2027. This supports District Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

RATIONALE: SLPA's will be placed with permanent status, fully credentialed Speech-Language Pathologists within our District who are willing to have SLPA's placed with them.

FUNDING: None.

RECOMMENDATION: Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College.

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

AGREEMENT

**SPEECH-LANGUAGE PATHOLOGY ASSISTANT
Field Experience and Use of Facilities**

between

San Joaquin Delta Community College District

and

Tracy Unified School District

This AGREEMENT between **San Joaquin Delta Community College District** of San Joaquin County, hereinafter referred to as “**DISTRICT**”, and **Tracy Unified School District**, a (corporation, charitable organization, government agency, or independent contractor) (*circle one*) under the laws of the State of California, hereinafter referred to as “**AGENCY**”. This contract shall be effective on the 25th day of October 2022 through June 30, 2027.

WHEREAS, the Board of Trustees have approved a Speech-Language Pathology Assistant Program at San Joaquin Delta Community College and such program requires field experience and the use of service facilities; and

WHEREAS, the American Speech-Language-Hearing Association has set forth recommendations and guidelines for the Speech-Language Pathology Assistants training to include field experience; and

WHEREAS, California law passed as AB 205 sets forth recommendations and guidelines for registering Speech-Language Pathology Assistants in accordance with standards set by the American Speech-Language-Hearing Association; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the **DISTRICT**’s Speech-Language Pathology Assistant Program use the service facilities of the **AGENCY** for their field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. AGENCY

The **AGENCY** has the following duties and obligations:

1. Provide service facilities for learning experiences therein for students enrolled in the Speech-Language Pathology Assistant Program of **DISTRICT** who are designated by

DISTRICT for such experience at the AGENCY (the field experience for any one student shall cover such period of time as may be specified by DISTRICT).

2. Maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the State Board of Medical Examiners.
3. Provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association, the California State License issued by the State Board of Medical Quality Assurance and certified Speech Language Pathologists certified through the State Department of Education to supervise Speech-Language Pathology Assistant students.
4. Permit such field experience in Speech-Language Pathology Assistant training by such students, individually and in groups, in all services of AGENCY herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
5. Provide given service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district faculty and students access to these service facilities, according to prearranged scheduling.
6. Permit members of the Speech-Language Pathology, medical, educational, and other appropriate staff to participate as their time may permit in the field experience of the students and their learning experiences in the Speech-Language Pathology Assistant Program.
7. Permit the AGENCY'S Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the DISTRICT'S Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the field experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
8. Reserve the right after consultation with the DISTRICT, to refuse to accept for further Speech-Language Pathology Assistant Program field experience any of the college students who in AGENCY'S judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.

II. DISTRICT

The DISTRICT has the following duties and obligations:

1. Designate the students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT to be assigned for field experience in Speech-Language Pathology areas of AGENCY in such numbers as are mutually agreed to by both parties.
2. Supervise, in cooperation with the AGENCY supervisor, all instruction and learning experience and field experience given at AGENCY to the students so designated and provide faculty to supervise the field experience and learning experience given to them at AGENCY, provided however, that the responsibility for service to the client remain with the AGENCY.
3. Keep academic and field experience records of students participating in said program.
4. Provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library material and audiovisual equipment and supplies which are not customarily available in the AGENCY for the Speech-Language Pathology Assistant field experience.
5. Be responsible for the supervision and control of the students in the activities of their field experience under the general supervision and delivery of service framework of AGENCY.
6. Agree that the students shall be subject to requirements and restrictions specified jointly by representatives of DISTRICT and AGENCY, and subject to AGENCY'S rules and regulations governing conduct, copies of which shall be provided in advance to DISTRICT by AGENCY.
7. Be responsible for liability insurance, releases, and such other protective measures as AGENCY and DISTRICT mutually agree to be necessary.
8. Require DISTRICT'S Speech-Language Assistant Program faculty to obtain the approval of AGENCY'S Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of students in field experience assignments.
 - c. Changes in field experience assignments.
9. In consultation and coordination and with the approval of the AGENCY'S Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant field experience to be provided to students under this agreement.
10. In consultation and coordination with the AGENCY'S Director of Speech-Language Pathology arrange for periodic conferences between appropriate representatives of the DISTRICT and AGENCY to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.

11. The AGENCY may require students to provide personal information such as a background clearance in accordance with Assembly Bill 1610 and Education Code 45125, and pass a tuberculosis examination or provide certification that they are free of communicable tuberculosis in accordance with Education Code 49406 prior to the start of the fieldwork program.

III. GENERAL CONDITIONS

1. Speech-Language Pathology Assistant students and faculty assigned by DISTRICT for field experience to AGENCY will not be, in any sense, employees of AGENCY. They will be there for the limited purposes expressed in this Agreement. The parties agree that the AGENCY shall have no monetary obligation to DISTRICT, to Speech-Language Pathology Assistant students or to Speech-Language Pathology Assistant Faculty.
2. Recognizing the risk to AGENCY when it permits its facilities to be used for field experience and in consideration of the training opportunity for students provided by AGENCY, DISTRICT hereby assumes the risk of injury to the persons or property of students and faculty while on the premises of AGENCY or participating in field experience under this Agreement and to third persons or their property as the result of the acts or omissions of students and/or faculty.
3. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of actions which students or faculty may have or assert against AGENCY on accounts of illness, injuries to their persons or injuries to their property while on the premises of AGENCY or participating in field experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of AGENCY, its officers, employees or agents.
4. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of action which third parties may have or assert against AGENCY on account of injuries to their persons or property as the result in whole or in part of the acts or omissions of students and/or faculty. AGENCY shall indemnify and hold DISTRICT harmless from any and all claims and causes of action which third parties may have or assert against DISTRICT on account of injuries or loss to their person or property as the result whole or in part of the acts or omissions of AGENCY employees, agents, or representatives.
5. the DISTRICT shall provide insurance documentation per Exhibit 1.
6. It is understood by the parties to this Agreement that the AGENCY remains responsible for client care at all times.
- 7.. This contract may be modified by mutual agreement of the parties involved by giving thirty (30) days written notice.

8. This Agreement may be terminated by either party six (6) months prior to commencement of each academic year with notice in writing sent by registered mail as follows:

AGENCY:

Tammy Jalique
Associate Superintendent for Human Resources
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
209-830-3260
tjalique@tusd.net

DISTRICT:

Lisa Lucchesi
Acting Dean of Health & Fitness TrAC
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
(209) 954-5454
lisa.lucchesi@deltacollege.edu

IN WITNESS THEREOF, the parties hereto have executed this contract the day and year written below.

San Joaquin Delta Community College District

By: _____ Date: _____
Name and Title of Authorized Signer

Authorized Signature

Tracy Unified School District

By: _____ Date: _____
Name and Title of Authorized Signer

Authorized Signature

ATTACHMENT A

SAN JOAQUIN DELTA COLLEGE NURSING AND HEALTH SCIENCE PROGRAMS
Criminal History Background Screen Scoring

Definitions

- Non-Conviction: Any disposition other than a plea of guilty, no contest or a finding of guilt. Non-Convictions can be one of three categories.
 - Passing: Non-Conviction leading to charge being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
 - Failing: Any adjudication withheld/deferred where the charge was not dismissed, expunged, Nolle Prose or Nolle Prosequi.
 - Provisional: Any active or pending case.
- Passing Disposition: Any Non-Conviction disposition leading to the case being dismissed, Nolle Prose, Nolle Prosequi, Expunged, Not Guilty verdict or acquittal of defendant.
- Failing Disposition: Any disposition resulting in a Conviction or Non-Conviction (adjudication differed/withheld) that has not led to the case being dismissed.
- Healthcare Related Misdemeanor: Any Misdemeanor crime related to the following categories:

<u>Theft</u>	<u>Assault and/or</u>	<u>Contributing to Delinquency</u>
<u>Embezzlement</u>	<u>Battery</u>	<u>Any child-related sexual activity</u>
<u>Forgery</u>	<u>Simple Assault</u>	<u>Any nonconsensual sexual activity with</u>
<u>Fraud</u>	<u>Domestic Violence</u>	<u>child or adult</u>
<u>Misuse of Credit Card</u>	<u>Resisting Arrest</u>	<u>Sale and/or possession of a controlled</u>
<u>Unauthorized Use</u>	<u>Obstructing Officer</u>	<u>substance</u>
<u>Shoplifting</u>	<u>Evade Officer/Lawful</u>	<u>Public intoxication/drunkenness</u>
<u>Receiving Stolen Property</u>	<u>Arrest</u>	<u>Elder abuse/neglect</u>
<u>Unemployment or Worker's</u>	<u>Weapons Charges</u>	
<u>Compensation Fraud</u>	<u>Stalking</u>	
<u>Worthless Check</u>	<u>Menacing</u>	
	<u>Child Abuse/Neglect</u>	
	<u>Child Endangerment</u>	

Fail

Score all candidates as "Fail" for the following conditions:

- Any case with a Failing Disposition for Misdemeanor or Felony violent crimes, nonconsensual sexual crimes, and crimes against children regardless of elapsed time from disposition date.
- Any other Felony crime with a Failing Disposition within the last 7 years.

Any Healthcare Related Misdemeanor crime with a Failing Disposition within the last 7 years (except in California, exclude misdemeanor marijuana convictions more than two years old).

Any Controlled Substance Offence with a Failing Disposition within the last 7 years (except in California, exclude misdemeanor marijuana convictions more than two years old).



Exhibit I
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
 - d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).
 - e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.
2. An **Additional Insured Endorsement** (Form Number CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization or its direct equivalent) must accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.