

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
FEBRUARY 14, 2023

PLACE: DISTRICT EDUCATION CENTER
BOARD 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: 6:00 PM Closed Session
7:00 PM Open Session

AGENDA

- | | | | |
|--------------|---|--|----------------|
| 1. | Call to Order | | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, A. Blanco, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox
Staff: R. Pecot, T. Jaliue, 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#48, 22/23#49, 22/23#50, 22/23#52, 22/23#53, 22/23#54, 22/23#55, 22/23#56, 22/23#57, 22/23#58, 22/23#59, 22/23#60, 22/23#61, 22/23#62, 22/23#63, 22/23#64
Action: Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | | |
| 3.2.2 | Reinstatements: AR#22-23/#25, AR#22-23/#26, AR#22-23/#27
Action: Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | | |
| 3.2.3 | Board Waiver: KES#10352706
Action: Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | | |
| 3.2.4 | Early Graduation: TISCS#10347857, THS#10358841
Action: Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | | |
| 3.3 | Human Resources: | | |
| 3.3.1 | Consider Unpaid Leave of Absence for Classified Employee #UCL-437
Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | | |
| 3.3.2 | Consider Unpaid Leave of Absence for Classified Employee #UC-438
Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | | |
| 3.3.3 | Consider Unpaid Leave of Absence for Classified Employee #UC-439
Motion___; Second___ . Vote: Yes___; No___; Absent___; Abstain___ | | |

- 3.3.4** Consider Leave of Absence Requests for Certificated Employees: #UC-1314, #UC-1315, #UC-1316, #UC-1317, #UC-1318, #UC-1319, UC-1320, #UC-1321, #UC-1322. Pursuant to Article XX
Action: Motion ___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 3.3.5** Consider Unpaid Leave of Absence for Classified Employee, #UC-440
Action: Motion ___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 3.3.6** Consider Paid Leave of Absence for Certificated Employee #UC-1323
Action: Motion ___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 3.3.7** Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion ___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 3.3.8** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a** Action Taken on Finding of Facts: 22/23#48, 22/23#49, 22/23#50, 22/23#52,
3.2.1 22/23#53, 22/23#54, 22/23#55, 22/23#56, 22/23#57, 22/23#58, 22/23#59,
22/23#60, 22/23#61, 22/23#62, 22/23#63, 22/23#64
Action: Motion ___ Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6b** Report Out of Action Taken on Reinstatements: AR#22-23/#25, AR#22-23/#26,
3.2.2 AR#22-23/#27
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6c** Report Out of Action Taken on Board Waivers: KES#10352706
3.2.3
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6d** Report Out of Action Taken on Early Graduation: TISCS#10347857,
3.2.4 THS#10358841
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6e** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.1 Employee #UCL-437
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6f** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee #UC-438
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6g** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.3 Employee #UC-439
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6h** Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.4 Certificated Employees: #UC-1314, #UC-1315, #UC-1316, #UC-1317, #UC-
1318, #UC-1319, UC-1320, #UC-1321, #UC-1322. Pursuant to Article XX
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 6i** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.5 Employee, #UC-440
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6j Report Out of Action Taken on Consider Paid Leave of Absence for Certificated
3.3.6 Employee #UC-1323
Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of January 24, 2023 **1 - 6**
Action: Motion ___; Second __. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:
9.1 None.

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **7 - 9**

13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **10 - 11**

13.1.3 Approve the Retaining of the Firm National Demographics Corporation to Provide Demographic Services for Election Transition **12**

13.2 Educational Services:

13.2.1 Approve Contract Service Agreement with Excel Interpreting LLC for the 2022-2023 School Year **13 - 16**

13.2.2 Approve Agreement for Special Contract Services with BookNook and South West Park Elementary and Art Freiler Schools for the remainder of the 2022-2023 School Year **17 - 26**

- 13.2.3 Approve Overnight Travel for the West High and Kimball High Wrestling Teams and Coaches to Attend the State Championships in Bakersfield, Feb. 22-26, 2023 27
 - 13.3 **Human Resources:**
 - 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 28 - 30
 - 13.3.2 Approve Classified, Certificated, and/or Management Employment 21 - 36

- 14. **Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
 - 14.1 **Administrative & Business Services:**
 - 14.1.1 Cast Ballot for CSBA 2022 Delegate Assembly Election (Separate Cover) 37 - 39
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
 - 14.2 **Educational Services:**
 - 14.2.1 Approve Adoption of Instructional Materials 40 - 41
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
 - 14.3 **Human Resources:**
 - 14.3.1 Approve Revised Job Description for Director of Curriculum and Accountability 42 - 45
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
 - 14.3.2 Approve New Job Description for Principal of Tracy Independent Study Charter School and District Alternative Programs 46 - 49
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.

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

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

- 17. **Board Meeting Calendar:**
 - 17.1 February 28, 2023
 - 17.2 March 14, 2023
 - 17.3 March 28, 2023

- 18. **Upcoming Events:**
 - 18.1 February 20, 2023 No School, President's Day
 - 18.2 March 3, 2023 No School, Non Work Day
 - 18.3 April 7 – April 14, 2023 No School, Spring Break

If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability. To make this request, please telephone the Superintendent's Office at 209.830.3201. If any person with a disability needs a disability-related modification or accommodation, including auxiliary aids or services, he/she should also contact the Superintendent's Office at least 24 hours prior to the meeting.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, January 24, 2023**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, A. Blanco, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox
Staff: R. Pecot, T. Salinas, T. Jaliq, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out on Action Taken on Reinstatements: AR#22-23/#23,
3.2.1 AR#22-23/#24
Action: Vote: Yes-7; No-0; Absent-0.
6b Report Out on Action Taken on Board Waiver: WHS#10320602
3.2.2
Action: Vote: Yes-7; No-0; Absent-0.
6c Report Out on Action Taken on PE Exemptions: MVMS#10333024
3.2.3
Action: Vote: Yes-7; No-0; Absent-0.
6d Report Out on Action Taken on Approve Additional Funding for
3.2.4 Mileage Reimbursement per Confidential Settlement Agreement
Action: Vote: Yes-7; No-0; Absent-0.
- Minutes:** 7. **Approve Regular Minutes of January 10, 2023.**
Action: Silcox, Hawkins. **Vote:** Yes- 6; No-0; Absent-0; Abstain-1(Blanco)
- Audience:** Z. Boswell, J. Noll, J. Waggle, D. Schneider, E. Quintana, J. Kassel, C. Orsi, S. Hawkins, J. Lopez, , J. Nott, A. Irizarry, M. Maez, C. Salazar, N. Salazar, C. Raya, C. Carlfeldt
- Student Rep Reports:** 8.1 **Kimball High School:** Julian Steffens reported that on Dec. 2 Kimball had a multicultural rally with several cultural clubs that performed. A fashion show demonstrated fashions from around the world. That night the theater opened with *Mary Poppins* and received many great reviews. The spring play will be *Oklahoma*. Tickets will go on sale February 24th. Last week was the annual Swooshbam Spirit week. The theme was Disneyland with various dress up days connecting with an assigned land for each class from Disneyland. Friday was neon and white day for their annual black light rally. The boys' basketball game was played later, and they won against Central Catholic. The Girls' basketball team is doing great with 18 wins and 2 losses. The medical academy is offering scholarships and internships and job shadowing in the medial field. They are currently learning about the nervous system. Drama is working on plays directed and produced by students and will be

performed free of charge on February 24th. Leadership is currently planning the spring sports rally and planning senior activities for the end of the year.

Tracy High School: Emerson Leiske is here tonight in place of Olivia Orcutt. She reported that the seniors of Ag Science finished their senior presentations. Students were able to vote on the most impactful teachers and Ms. Carter and Ms. Shelton were the top vote getters. Club rush will be tomorrow, and clubs are hoping to enhance their membership. Counselors never stop and they are currently working on next year schedules. Students enjoyed their formal "Meet Me in New York". They had a great turnout. Several students have signed with colleges such as Mobile University, U.C. Davis, Northridge and Sac State. The girls' soccer team are playing at West High tonight and tomorrow the boys host West High with senior night starting at 7:00. At events students can check in on the 5-star student involvement app and at the end of each semester, those with the most stars are recognized as the "Top Dogs" on campus. Winners were Emerson Leiske and Caitlin Lewandowski. Hoopla was exciting for all included spirit days, black light rally and 2 home basketball games. Each day was a spirit day with different themes. Students interested in leadership can apply starting on February 1st and close on the 13th. They will then have interviews and then decisions made. Their roaring twenties themed prom will be held in San Francisco on April 1st and tickets are \$190. We hosted Lincoln basketball but did not win. Hoopla week ended with an exciting game against the West High Wolfpack, but we unfortunately lost, but the girls' team won. At halftime, AJ Verduzco and Julia Sawin were announced as Mr. & Mrs. Bulldog

Alternative Education: Cecilia Salazar is taking the place of Olivia Stephenson tonight. She presented a power point. She showed pictures of the Tracy Young Adult Program (TYAP) and their spring garden. They will be participating in a craft fair and farmers market in Stockton on April 28th. The Qtr 2 award assembly was held and they received recognition for various achievements. Students just had a trucking field trip and the company offered to pay half of their tuition for school. Upcoming field trips will be to Delta College and union construction. Football came to an end and placed 2nd in the tournament. Basketball will be starting soon and they have new uniforms. They also are starting their first soccer program. Students start a "Thankful and Gratitude" tree where students wrote what they were thankful for and posted it to the tree. They also enjoyed a chicken and waffles breakfast prior to break. She showed several pictures of recent graduates and sporting events.

West High School: Lily Banchemo and Noah Watkins reported that their annual winter ball was great with the theme of "The Princess and the Frog". Winter sports have been at top of their games. Boys' and girls' soccer teams recently tied against Tracy High. Tonight, is the wrestling team senior night and they are doing great. The JROTC had an award ceremony. They are currently preparing for the annual blood drive which will take place February 2nd. On January 16th the BSU Club held the annual MLK Breakfast. The API club has been celebrating the Lunar New Year with traditional red and yellow balloons. They have been engaging students in their culture during lunchtime. Senior nights are bittersweet and many of our teams are celebrating their seniors. Basketball officially started and they stole the win from Tracy last week. Preparations for the Slam Jam festivities are underway. Students will be taking a field trip to Hawkins, Indiana and traveling back in time to the 80s. The rally, dance and game will be held on February 10th. Prom will be held at the

Exploratorium on March 25th. It is filled with beautiful colors and lights. The kaleidoscope theme is fitting. It has been a cold January but they are excited for what is in store for the rest of the year.

Recognition & Presentations:

9.1 North School

Principal, Susan Hawkins, and Assistant Principal, Juan Lopez presented a power point. Students are our future. They want their students and staff to stay connected. In staff meetings, they review best practices, and is a time to reflect and to work on how to help students succeed. Every morning they greet families and students. Many teachers have special welcomes for their students. Tracy Police Department comes once a year and greets families and pass out pencils and stickers and talk about safety. In the classroom, students are working together, and they showed pictures of projects and experiments. Also, 8th grade science students work with 5th grade to build solar cities. They create together, talk and discuss to find best solutions using the STEM model. They are excited to have intervention. In all classes K-5 they are working on reading and math support. This year they have a full-time counselor who is amazing. They also have Valley Community Counseling, Sow-a-Seed and FACES 5 days a week. The 5th grade has DARE to help them make good choices. All staff members are part of the intervention team. High school counselors come and meet with the 8th graders. Students are also exposed to various high school clubs and activities such as Tracy High drama club, CTE childcare, West High Ag Academy, JROTC and Jaguar Project. After school students can join the Boys and Girls Club every day where they get help with homework, food, sports, intervention and have a safe place to be. Last week they had STEM night and families came together to learn about STEM activities and had an opportunity to look through the telescope and look at planets. Craft night is held once a year. Over 400 people attend and participate in building gingerbread houses, have cocoa, decorator ornaments and cookies. They offer music at North for 4th through 8th graders and students also enjoy the dances. They also have face painting, photo booth, food and conversation. The next dance is February 17th from 5:00-7:00 pm. To keep families informed they have informational meetings such as for 8th grade parent meetings, EL info meetings, PIQE for all and Aeries informational evenings. They invited the board to come to North and see all of the happenings.

Information & Discussion Items:

10.1 Administrative & Business Services:

10.1.1

10.2 Educational Services:

10.2.1 Receive Report on the California Assessment of Student Performance and Progress (CAASPP)

Director of Curriculum & Accountability, Dr. Zack Boswell, presented a power point which reviewed the scores over the last few years. He showed several graphs of nearly ELA, Math and Science scores. Many are doing well in science likely due to our STEM grant and work we have done. He also showed comparative charts with the district, county, and state scores. We closely following the state and county levels.

10.2.2 Receive Report on the Tracy Unified School District Induction Program
Director of Professional Learning, Erin Quintana and Program Administrator of Professional Learning, Ms. Jennifer Kassel, presented a

power point. They acknowledged their TOSA team as well. She reviewed their pathway for preliminary credential holders to clear credentials which is a 2-year program. They are offered one-on-one support to work on individualized plan. They attend orientation and quarterly workshops which include RICA and TPA support. There are currently 69 teachers enrolled. They have partnered with UMASS to offer units. There are 44 mentors in support of the program. They have partnered with MiraVia and encourage mentors to attend coaching workshops with candidates. To improve their program, they get feedback from surveys, exit interviews and CTC survey. Then showed a few responses from the survey. They also reviewed the 7-year accreditation cycle. We are currently in year 6 and there will be a site visit this year which will be virtual on March 20th. An induction celebration will be held on May 2nd in the Tracy High cafeteria. All are invited all to come.

- 10.2.3** Receive Report on Instructional Materials Adoptions
 Director of IMC, Dr. Debra Schneider, presented a power point which reviewed the adoption process. A teacher committee is formed who does an analysis of the course and then reviews what materials are available. There is a presentation to curriculum council and then a recommendation. The committee, with representatives from all 3 high schools, comes to an evidence-based consensus. They reviewed 10 publishers and narrowed it down to 2 each. They recommend Vista Higher Learning. They found that this was better aligned to standards and framework. Dr Schneider then reviewed the rationale and next steps. A public review will be from January 18th through February 17th. She will be back on February 14th to approve these materials and if approved, will be in use in 2023.24 school year. She talked about print v. digital. They are proposing that we buy digital and 1 year of workbooks. They will then assess to see if they are using them or not. This is an 8-year adoption.

Hearing of Delegations

11. Connie Raya is here tonight to speak as a concerned citizen and parent. She saw an article in the Tracy Press about the arrest of Trustee Blanco. She was disappointed that an elected leader had a felony charge against her and that the district could not do anything about it. Board members should be leaders, role models, law abiding, responsible adults. If this happened to a staff member there would be consequences for their actions. She believes Trustee Blanco should step down and keep the integrity of this board and community intact.

Public Hearing:

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

Consent Items:

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

Action: On all items except 13.2.4 and amending 13.2.6. Silcox, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

Action: On Item 13.2.4. Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.

13.1 **Administrative & Business Services:**

- 13.1.1 Accept and Review the Status of School Connected Organization/
Booster Club Applications Submitted for the 2022/23 School Year
- 13.1.2 Authorize Associate Superintendent of Business Services to Enter into
Agreement to Dispose of Damaged, Obsolete and Surplus Furniture,
Computers, and Equipment through Disposal Service
- 13.1.3 Accept the Generous Donations from the Various Individuals,
Businesses, and School Site Parent Teacher Associations Listed Herein
with Thanks and Appreciation from the Staff and Students of the Tracy
Unified School District
- 13.1.4 Approve Accounts Payable Warrants (October, November and
December 2022) (Separate Cover)
- 13.1.5 Approve Payroll Reports (October, November and December 2022)
(Separate Cover)
- 13.1.6 Approve Revolving Cash Fund Reports (October, November and
December 2022)

- 13.2 **Educational Services:**
- 13.2.1 Approve Agreement for Contract Services between Solution Tree and
Tracy Unified School District for the 2022-2023 School Year
- 13.2.2 Approve Tracy Independent Study Charter School (SARC) School
Accountability Report Card for the 2021-2022 School Year (Separate
Cover)
- 13.2.3 Approve all Tracy Unified School District School Accountability Report
Cards (SARCs) for the 2021-2022 School Year (Separate Cover)
- 13.2.4 Approve Revised School Site Plan and Budget for the Remainder of the
2022 - 2023 School Year (Separate Cover)
- 13.2.5 Approve Agreement for Contract Services between Parent Institute for
Quality Education (PIQE) and George Kelly School for the 2022-2023
School Year
- 13.2.6 Approve Agreement for Special Contract Services Rachel's Challenge
Assemblies at George Kelly School for the 2022-2023 School Year
- 13.2.7 Receive Update on Quarterly Williams Complaint Report for the
Quarter Ending January 15, 2023
- 13.2.8 Approve Agreement for Contract Services between #ICanHelp and Tracy
High School for the 2022-2023 School Year
- 13.2.9 Approve Agreement for Special Contract Services with iTutor.Com and
Tracy High School to Provide Tutoring Services for Tracy High Students
for the Remainder of the 2022-2023 School Year
- 13.2.10 Approve Agreement for Contract Services with The Fisher Agency-
Monti Washington for the 2022-2023 School Year
- 13.2.11 Approve Overnight Travel for the Tracy High School Varsity Softball
Team to Participate in the Monterey Peninsula Softball Tournament in
Monterey, CA on March 10- 11, 2023
- 13.2.12 Approve Service Agreement between PAPER Education Company Inc.
and West High School for the Remainder of the 2022-2023 School Year
through February 2024 (Separate Cover)
- 13.2.13 Approve Service Agreement between PAPER Education Company, Inc.
and Williams Middle School for the Remainder of the 2022-2023 School
Year through February 2024 (Separate Cover)

13.2.14 Approve Agreement for Contract Services between LCS-Training and the TUSD Special Education Dept. for Training, Consultation, Analysis, and Support for the remainder of the 2022-2023 School Year

13.3 Human Resources:

13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt Resolution 22-07 Resolution of Intention to Transition Governing Board Elections from At-Large Elections to By-Trustee Area Elections

Attorney William Tunic with DWK explained Items 14.1.1 and 14.1.2 regarding trustee area elections.

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

14.1.2 Direct Staff to Retain Demographer for Election Transition (Separate Cover)

Action: Directed superintendent to negotiate with Cooperative Strategies and/or National Demographics for best Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Blanco thanked everyone for coming. She enjoyed hearing from North School and about the Alternative Ed programs. It's great to see our students and teachers are given great opportunities. Trustee Hoffert thanked everyone for coming tonight. He enjoyed the high school reports. This upcoming week is Holocaust remembrance. It shows what hate will do and why we need to remember. Trustee Fagin thanked all for coming out and taking interest in our kids. He enjoyed all of the reports and realizes the effort and time that goes into making these reports. Trustee Alexander thanked everyone for the student reports and other schools. She also thanked the audience for coming. Trustee Hawkins thanked everyone for coming and all of the presenters. It's nice to hear what's going on. He enjoys going to sites to see what's going on and encourages others to do so too. Trustee Silcox passed. Trustee Abercrombie congratulated West High School and the organizers of the MLK Breakfast. It was a great turnout. He thanked all speakers. He feels we need to take a pause in light of what's happening nationally as well as in our district. We need to look at how to best service our students and staff and provide resources.

Superintendent Report:

Dr. Pecot thanked all who attended the MLK Breakfast. He also thanked Ms. Browne for allowing him to be a part of the Ag Science senior projects at Tracy High. It was a great experience. Lastly, he thanked our counselors. They do a great job and in the last few months have been busy working on class schedules and tally sheets to help plan for the next school year.

Adjourn: 8:35 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 26, 2023
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
February 14, 2023
SUMMARY OF SERVICES**

A. Vendor: MSDSonline/VelocityEHS
Sites: District Wide
Item: Year One of a Three Year Service Agreement
Services: Unlimited MSDS database searches, views, and additions to the eBinder. Ability to print safety data sheets and download an electronic back up.
Cost: \$10,346.60 annually
Project Funding: Environmental Compliance

B. Vendor: Burkett's Pool Plastery Inc.
Sites: Tracy High School
Item: Project 2022/23-005 Pool
Services: Replaster with Industry Standard Plaster for Commercial Pools. New Deck depth markers to meet current health code. Installing racing lanes and tile bonds. As required by health and safety report.
Cost: \$302,000.00
Project Funding: FUND 14

C. Vendor: Burketts Pool Plastery Inc.
Sites: West High School
Item: Project 2022/23-004 Pool
Services: Replaster with Industry Standard Plaster for Commercial Pool. New Deck depth markers to meet current health code. Installing racing lanes targets in blue and black tile. Installing tile bonds. Cutting in new deck depth to meet current health code. New whit wall steps and replaster.
Cost: \$550,000.00
Project Funding: FUND 14

D. Vendor: Summit Plumbing & Mechanical Inc.
Sites: Various Sites
Item: Hydration Stations
Services: Remove existing exterior drinking fountains and replace with High/Low hydration stations.
Cost: \$415,000.00
Project Funding: ESSER Funds

E. Vendor: MBS Engineering
Sites: Various Sites
Item: Gas Leak Detection Survey
Services: MBS will conduct survey to detect and classify any gas leaks with the natural gas piping system.
Cost: \$70,000.00
Project Funding: FUND 14

F. Vendor: Dryco
Sites: West High School
Item: Tennis Courts Renovation
Services: Remove/Repair paving, painting, electrical and lighting.
Cost: \$3,023,738.00
Project Funding: FUND 14/FUND 25

G. Vendor: Silicon Valley Paving
Sites: Tracy High
Item: Tennis Courts Renovation
Services: Repair, paving, painting.
Cost: \$880,000.00
Project Funding: FUND 14

H. Vendor: Silicon Valley Paving
Sites: Kimball High
Item: Tennis Courts Renovation
Services: Repair, paving, painting.
Cost: \$2,328,000.00
Project Funding: FUND 14



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 2, 2023
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:

Tracy Unified School District:

1. Tracy Unified School District/Safeway Distribution Warehouse: From Jacklin Gomez for the value of \$12,700.00. Donation of 159 cases of valentine's day cards. The cards are to be distributed to the school sites that are interested.
2. Tracy Unified School District/ Americas Music Teacher: From Uen Cefalo for the value of \$882.40. Donation to the District Performing Arts Events.

Villalovoz Elementary School:

1. Tracy Unified School District/Villalovoz Elementary School: From Marji Baumann for the total amount of \$1000.00 (ck#2835). This donation was made anonymously on behalf of a veteran and former Villalovoz student, Brandon C. Dewey, who was killed in action.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Raley's for the total amount of \$2700.00 (ck#10166218). This donation will be used for the Medical and Health Services Academy supplies: 20 electric calorimeters, 10 calorimeters for engineering, 30 thermometers, and 10 scales.

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

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: February 8, 2023
SUBJECT: **Approve the Retaining of the Firm National Demographics Corporation to Provide Demographic Services for Election Transition**

BACKGROUND: Board members are currently elected in “at-large” elections, where each member is elected by voters throughout the District. The California Voting Rights Act (“CVRA”) prohibits the use of “at-large” elections in certain circumstances. The CVRA allows an individual to file suit over an alleged violation of the CVRA, allows a successful challenger to recover their attorneys’ fees from the agency, and provides courts with broad authority to impose remedies to prevent the dilution of minority votes.

With this background, on January 17, 2023, the Board adopted Resolution 22-07 indicating its intent to begin the process to transition from at-large to by-trustee area elections.

RATIONALE: In order to make this transition, the Board will need to develop and adopt trustee area boundary maps. This requires the assistance of a professional demographer with access to the required data and experience in creating trustee areas for school districts.

The District requested and received proposals from three such demographers. Staff has reviewed the proposals and recommends retaining National Demographics Corporation in order to assist the Board and District with the transition process.

RECOMMENDATION: Approve the Retaining of the Firm National Demographics Corporation to Provide Demographic Services for Election Transition.

Prepared by: Dr. Rob Pecot, Superintendent.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 25, 2023
SUBJECT: **Approve Contract Service Agreement with Excel Interpreting LLC
for the 2022-2023 School Year**

BACKGROUND: Board approval is requested to contract with Excel Interpreting LLC. The District's Special Education Department would like to contract with Excel Interpreting LLC for the 2022-2023 school year to provide translation of documents as well as interpretation in-person, on-line and telephone.

RATIONALE: Tracy Unified School District must offer a continuum of services. This request supports the districts Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for this contract will be \$7,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Excel Interpreting LLC for the 2022-2023 School Year.

Prepared by: Sean Brown, Director, Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Excel Interpreting & Translating LLC, 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 translation of documents as well as interpretation in person, on-line, and telephone (at parent request). These services are for parents who need interpretation at school and district meetings.

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 up to thirty (30) () HOURS | | DAYS, under the terms of this agreement at the following location _____.

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

- a. District shall pay \$ see #1 per | | HOUR | | DAY FLAT RATE, not to exceed a total of \$ 7,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District | |] SHALL 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 \$ 200.00 for the term of this agreement.

- c. District shall make payment on a | | MONTHLY PROGRESS BASIS SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at () 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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

Special Education Department

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 24, 2023
SUBJECT: **Approve Agreement for Special Contract Services with BookNook and South West Park Elementary and Art Freiler Schools for the remainder of the 2022-2023 School Year**

BACKGROUND: Tracy Unified School District Title 1 schools have a large population of students who need intense intervention in reading. BookNook is an excellent program that has been used to provide intervention and reinforce needed literacy skills for students. BookNook tutors will be able to provide differentiated and literacy intervention to students in small groups three days a week at home for students at South/West Park and Freiler School. Student intervention progress will be monitored by principals throughout the school year.

RATIONALE: Based on district wide and schoolwide assessment data, Fastbridge assessments, Wonders assessments, and grades earned from the 2021-2022 school year, we see a need to provide intense literacy support and intervention for students to address the learning loss from the 2020-2021 school year. BookNook will provide small group intervention based on their reading level. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The total cost, not to exceed \$58,060.00. \$39,540.00 will be paid from South/West Park ELOG funds and \$18,520.00 from Art Freiler School. This cost is for at home tutoring sessions.

RECOMMENDATION: Approve Agreement for Special Contract Services with BookNook and South West Park Elementary and Art Freiler Schools for the remainder of the 2022- 2023 School Year.

Prepared by: Ramona Soto-Barajas, South/West Park Principal.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and BookNook, 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: BookNook will provide 36 virtual intervention sessions to 80 students from and 35 students from Freiler school. South West Park

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 36 sess000 () [] HOURS [x] DAYS, under the terms of this agreement at all sites in ELOP Plan.

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

- a. District shall pay \$58,060.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$58,060.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
c. District shall make payment on a [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 February 21, 2023, and shall terminate on June 30, 2023.

- 5. This agreement may be terminated at any time during the term by either party upon 60 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, Ramona Soto-Barajs, at (209) 830-3339 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:

DocuSigned by:
Miki Matuszek
06723F575807413
 Contractor Signature
 VP of Sales
 Title
 VP of Sales
 Address
 548 Market St, PMB 98100,
 San Francisco, California 94104-5401

Tracy Unified School District
 Date
 Account Number to be Charged
 Department/Site Approval
 Budget Approval
 Date Approved by the Board



Quote Information

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

Created Date 1/17/2023
Expiration Date 3/31/2023
Quote Number 00002644

Prepared By Emily Banuelas
Email emily@booknook.com

Bill To 1975 W. Lowell Ave.
Tracy, CA 95376

Contract Dates

Contract Start Date 2/21/2023

Contract End Date 5/18/2023

Line Items

Product	List Price	Quantity	Subtotal	Discount	Total Price
High Dosage Tutoring Package (36, 1:4)	\$400.00	40.00	\$16,000.00		\$16,000.00
SSO Integration	\$0.50	40.00	\$20.00		\$20.00
Tutoring Program Launch Fee (small)	\$10,000.00	1.00	\$10,000.00	75.00%	\$2,500.00
Total Price			\$18,520.00		

Acceptance of Quote/Agreement to Payment

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

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

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

Name (Printed)

Signature

Organization

Date



Quote Information

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

Created Date 1/17/2023
Expiration Date 3/31/2023
Quote Number 00002645

Prepared By Emily Banuelas
Email emily@booknook.com

Bill To 1975 W. Lowell Ave.
Tracy, CA 95376

Contract Dates

Contract Start Date 2/21/2023

Contract End Date 5/18/2023

Line Items

Product	List Price	Quantity	Subtotal	Discount	Total Price
High Dosage Tutoring Package (36, 1:4)	\$400.00	80.00	\$32,000.00		\$32,000.00
SSO Integration	\$0.50	80.00	\$40.00		\$40.00
Tutoring Program Launch Fee (small)	\$10,000.00	1.00	\$10,000.00	25.00%	\$7,500.00
Total Price			\$39,540.00		

Acceptance of Quote/Agreement to Payment

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

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

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

Name (Printed)

Signature

Organization

Date

This Data Sharing Agreement ("Agreement") establishes the terms by which data will be shared between BookNook Inc. ("Recipient") and South West Park ES and Freiler ES "School" or "District") (each a "party" or "Party" and collectively referred herein as "the Parties") as of January 17, 2023 ("Effective Date").

1. Purpose.

BookNook reading guides/tutors, using a tablet-based program, will assist students in 1-on-1 or small groups with reading and math intervention. Tutors provide both virtual and on-site structured instructional activities based on proven best practice for students in grades K-8.

2. Term.

The term of this Agreement shall be from January 17, 2023 to June 9, 2023. The term may be extended with the written consent of both Parties.

3. Content/Scope.

Subject to the conditions stated herein, the Parties agree to share the following data:

- 3.1. BookNook. BookNook agrees to (i) provide the School/District and administration with any reasonably requested data and information on student attendance, activities, and performance with respect to BookNook services, and (ii) provide the School/District and administration with ongoing student progress data while using the BookNook platform.
- 3.2. School/District. The School/District agrees to (i) provide data on students participating in the program to BookNook for the purposes of enrolling students in the BookNook system, monitoring progress, and measuring outcomes, (ii) upon BookNook's reasonable request, provide BookNook with other student information, such as parent contact information, IEP information, and qualitative information on academic performance, and (iii) upon BookNook's reasonable request, provide BookNook with student reading and math achievement data from district-administered assessments.

4. FERPA – Personally Identifiable Information.

The data to be shared under this Agreement includes personally identifiable information of students as defined under the Family Educational Rights and Privacy Act of 1974 ("FERPA") (see 20 U.S.C. § 1232g).

Disclosure is permitted because the Recipient is a contractor, consultant, volunteer, or other party to whom the School/District has outsourced institutional services or functions, such that it is "acting for" the School/District and (i) performs an institutional service or function for which the School/District would otherwise use employees, (ii) is under the direct control of School/District with respect to the use and maintenance of education records, and (iii) is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from

education records in that Recipient hereby agrees that except as permitted to do so by FERPA or its accompanying regulations, it will not disclose the personally identifiable information that it receives under this agreement and that is subject to FERPA to any other party without the prior consent of the parent or eligible student.

5. Children's Online Privacy Protection Act ("COPPA"); Protection of Pupil Rights Amendment ("PPRA"); and Individuals with Disabilities Education Act ("IDEA").

To the extent the Recipient shall be obtaining data directly from students under age 13, the Recipient agrees to comply with any applicable obligations of the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501–6506), and with regard to the obligations set forth for the protection of personally identifiable information, the Recipient agrees to comply with the Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. §1232h). Additionally, with regard to the obligations set forth for the protection of personally identifiable information, the Recipient agrees to comply with the Individuals with Disabilities Education Act ("IDEA") (20 U.S.C. 1400 et seq and 34 CFR Part 300).

6. Recipient's Responsibilities.

- 6.1. Scope of Access. The Recipient shall obtain access to only those education records in which they have legitimate educational interests.
- 6.2. Compliance. All Recipient's employees, contractors, and agents of any kind shall comply with all applicable provisions of this Agreement and FERPA with respect to the data shared under this Agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose other than completing the Recipient's work under this Agreement.
- 6.3. Storage. The Recipient shall maintain all data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding individual students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain data under this Agreement shall not under any circumstances transfer from the Recipient to any other institution or entity or unauthorized individual or agent. Data from School/District shall not be taken outside the United States.
- 6.4. Publication. The Recipient shall not disclose any data obtained under this Agreement in a manner that could identify an individual student, except as authorized by FERPA, to any other entity. The Recipient may publish results of general information (e.g., scope of participation), but specifically agrees to delete any data items that include personally identifiable student information, and to require all employees, contractors and agents of any kind to also abide by this paragraph.



- 6.5. Data Transfer. Data provided under this Agreement shall be transferred via a secure and private channel.
- 6.6. Prohibited Disclosure. The Recipient shall not provide any data obtained under this Agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity by virtue of a finding under Sections 99.67(c), (d), or (e) of Title 34, Code of Federal Regulations.
- 6.7. Destruction of Data. The Recipient shall destroy all personally-identifiable data within six (6) months if this Agreement is terminated for any reason.
- 6.8. Assignment/Subcontractors. The Recipient shall not assign or subcontract this Agreement to any other entity without the express written consent of the School/District.
- 6.9. Authorized Representative. The Parties shall designate in writing a single authorized representative from each organization who will be able to send and request data under this Agreement. The authorized representatives shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction data as required by this Agreement. The School/District or its agents may upon request review the records required to be kept under this section.

SCHOOL/DISTRICT REPRESENTATIVE

Name: Ramona Soto
 Title: South West Park Principal
 Address: 550 W Mt Diablo Ave,
 Tracy, CA 95376
 Email: hrasoto@tusd.net
 Phone: (209) 830-3335

BOOKNOOK INC. REPRESENTATIVE

Name: Nadia Westlund, M.Ed
 Title: Manager, Customer Success
 Address: 548 Market St. PMB 98100
 San Francisco, CA 94104
 Email: nadia@booknook.com
 Phone: 310.780.2759

- 6.10. Termination. This Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until termination of this agreement (see Term above). The parties further understand that the School/District may cancel this Agreement at any time, upon sixty (60) days' notice.
- 6.11. Ownership. The Recipient understands that this Agreement does not convey ownership of data to the Recipient. The School/District shall remain owner of the data at all times.
- 6.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regards to data sharing and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 6.13. Signature Authority. Each Party warrants that they have the full power and authority to enter into and perform this Agreement, and the person signing this



Data Sharing Agreement

Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.

6.14. Applicable Law. This Agreement shall be performed in the state of California and is governed by the laws of the State of Delaware.

IN WITNESS WHEREOF, authorized representatives of each of the Parties have executed this Agreement as of the Effective Date.

BookNook Inc

School/District: South West Park ES and Freiler ES

Signature: _____

Signature: Ramona Soto-Barajas

Name: Mark Davis_____

Name: Ramona Soto /Stephen theall

Title: VP of Partnerships_____

Title: Principals

Address: 548 Market Street, PMB 98100
San Francisco, CA 94104

Address: 2421 W. LOWELL AVENUE & 500 W.
MOUNT DIABLO



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 3, 2023
SUBJECT: **Approve Overnight Travel for the West High and Kimball High Wrestling Teams and Coaches to Attend the State Championships in Bakersfield, Feb. 22-26, 2023**

BACKGROUND: The State Championships are held every year for qualified athletes from around the State. The West High wrestling team had 4 girls and 4 boys qualify this year. The West High School team has a returning State Placer who is ranked among the top 5 wrestlers in California. The competitors will be the best of the best. The Kimball High School Varsity wrestling team has approximately 2 boy athletes and 1 girl athlete.

RATIONALE: The Wrestling Championship will give qualified athletes the opportunity to show their talent and hard work and possibly bring home a trophy. It is the culmination of a season of hard work. Besides the 8 students, Head Coach Corbett, two assistant coaches, Mr. Bravo and Shafi and female chaperone Heather Corbett (volunteer for West), will attend. Kimball will have 3 students along with Head Coach Diaz, and one assistant coach. The female athlete will be chaperoned by her parents. The West High team will leave West High and the Kimball Team will leave Kimball High on Wednesday, Feb. 22nd to the Double Tree Hilton in Bakersfield and return Sunday, Feb. 26th, traveling by district van. Students will have the opportunity to complete any homework assigned by their teachers during the trip. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will total approximately \$2,700, to be paid by the West High ASB Athletics. Lodging and transportation costs will total approximately \$1,500, to be paid by Kimball High ASB Athletics.

RECOMMENDATION: Approve Overnight Travel for the West High and Kimball High Wrestling Teams and Coaches to Attend the State Championships in Bakersfield, Feb. 22-26, 2023.

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 1, 2023
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>
Vollbrecht, Denise Personnel Technician for Classified Employees	DEC	1/28/2023	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lawrence, Michael Teacher	West High	02/02/2023	Personal
Newton, Richard Teacher	North	05/31/2023 As Amended	Accepted STEM Learning Accelerator Coordinator position

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Armellino, Connie Teacher	North	06/01/2023	Retirement

Dellagana, Joanna Teacher	Art Freiler	06/30/2023	Retirement
Demarest, Christina Teacher	Villalovoz	07/01/2023	Retirement
Di Filippo, Ellen Teacher	Tracy High	06/30/2023	Retirement
Lawrence, Joseph Teacher	Kimball High	06/01/2023	Retirement
Lawrence, Lynda Teacher	Kimball High	06/01/2023	Retirement
Neylan, Geri Teacher	Kimball High	07/01/2023	Retirement
Pope-Gotschall, Catherine Teacher	WHS/THS	06/05/2023	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Sanchez, Margarita Para Educator I	MES	1/6/2023	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Garcia, Joelle SPED Para Educator	McKinley	1/18/2023	Personal
Gomez, Andrea Bus Driver	MOT	2/11/2023	Personal
Goulart, Debbie Utility Person II	THS	1/23/2023	Accepted full-time UII position
Martinez, Octavio Utility Person III	MOT	1/29/2023	Accepted IGBC Position
Mataafa, Paratissa Utility III	MOT	12/16/2022	Personal
Holland-Valles, Amber Food Service Worker	Poet	2/18/2023	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 1, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Araya, Jennica

Cuculich, Matthew

Gates, Aimee

CERTIFICATED

Kimball High School
Special Ed. RSP (New)
"A" Class I, Step 1 \$23,484.00
Fund: Special Education

Williams Middle School
Home Hospital (New)
"A" Class I, Step 1 \$22,310.00
Fund: Special Education

Tracy High School
Special Ed. RSP (New)
"A" Class I, Step 1 \$25,307.00
Fund: Special Education

BACKGROUND:

Bravo, Monica

CLASSIFIED

Food Service Worker (Replacement)
George Kelly
4.25 hours per day
Range 25, Step D - \$20.53 per hour
Fund: Child Nutrition-School Program

Buggs, Nicholas	Night Security (Replacement) DEC 8 hours per day Range 35, Step D - \$25.89 per hour Fund: General
Coty, Travis	Utility Person III (New) DEC/Grounds Team 5 8 hours per day Range 38, Step C - \$26.53 per hour Fund: Ongoing and Major Maintenance
Cuellar, Veronica	Food Service Worker (Replacement) West High School 4 hours per day Range 25, Step E - \$21.49 per hour Fund: Child Nutrition – School Program
Delgado, Adriana	Food Service Worker (Replacement) Central School 3 hours per day Range 25, Step D - \$20.53 per hour Fund: Child Nutrition – School Program
Garibo Ayala, Griselda	Utility Person II (Replacement) MOT/North 8 hours per day Range 35, Step B - \$23.60 + ND per hour Fund: General
Irizarry, Juan	School Supervision Assistant (Replacement) Bohn School 1 hour per day Range 21, Step A - \$16.29 per hour Fund: General Fund - Unrestricted
Goulart, Debbie	Utility Person II (New) MOT/Tracy High 8 hours per day Range 35, Step E - \$27.13 + ND per hour Fund: General
Kaur, Harpreet	Food Service Worker (New) West High School 4 hours per day Range 25, Step B - \$18.72 per hour Fund: Child Nutrition – School Program
Martinez, Octavio	Irrigation/Grounds/Bus/Custodian (New) MOT/Various Sites 8 hours per day Range 38, Step E - \$29.15 per hour Fund: Special Education Transportation

McKinney, Elijah	Utility Person II (Replacement) MOT/Monte Vista 8 hours per day Range 35, Step B - \$23.60 per hour Fund: General
Mejarito, Jesusa	Food Service Worker (Replacement) Kimball High 3 hours per day Range 25, Step B - \$18.72 per hour Fund: Child Nutrition – School Program
Quintero, Veronica	Food Service Worker (Replacement) Kimball High 3 hours per day Range 25, Step A - \$17.86 per hour Fund: Child Nutrition – School Program
Torres, Andreana	Food Service Worker (New) Villalovoz School 4.25 hours per day Range 25, Step D - \$20.53 per hour Fund: Child Nutrition – School Program
Trevino, Marie	School Supervision Assistant (Replacement) George Kelly 1 hour per day Range 21, Step C - \$17.86 per hour Fund: General
Vogel, Maria	Food Service Worker (New) North School 2.5 hours per day Range 25, Step E - \$21.49 per hour Fund: Child Nutrition – School Program
Wasiq, Masuma	IEP Para Educator (New) Poet Christian 6.5 hours per day Range 24, Step A - \$17.44 per hour Fund: Special Education

BACKGROUND:

COACHES

Anastasio, Jillian	Boys' Varsity Volleyball Kimball High School \$6,784.03
Anastasio, Stephen	Boys' Sophomore Volleyball Kimball High School \$5,429.67

Anderson, John	Assistant Coach – Track & Field West High School \$5,429.67
Aguilar, Julie	Freshman Softball Tracy High School \$4,522.69
Bigler, Justin	Varsity Softball Kimball High School \$6,784.03
Burroughs, Rachel	Sophomore Softball Tracy High School \$5,429.67
DeHaro, Adam	Sophomore Baseball Tracy High School \$5,429.67
Doran, Rebekah	Varsity Swimming Tracy High School \$5,883.17
Espino, Felipe	Boys' Varsity Tennis Kimball High School \$4,522.69
Farfan, David	Varsity Baseball Kimball High School \$6,784.03
Fielsch, Mischelle	Boys' Varsity Tennis Tracy High School \$4,522.69
Galindo, Rodrigo	Sophomore Softball Kimball High School \$5,429.67
Gibson, Jimmy	Boys' Varsity Volleyball Tracy High School \$6,784.03
Gibson, Jimmy	Boys' Sophomore Volleyball Tracy High School \$5,429.67
Gonzalez, Agustin	Varsity Softball West High School \$6,784.03

Keeney, Bryce	Boys' Sophomore Volleyball West High School \$5,429.67
Keeney, Paulette	Varsity Softball Tracy High School \$6,784.03
Lafever, Ernest	Sophomore Baseball Kimball High School \$5,429.67
Lozano, Frank	Assistant Coach – Track & Field West High School \$5,429.67
Muniz, Theodore	Varsity Baseball Tracy High School \$6,784.03
Murray, Lindsey	Assistant Coach- Swimming Tracy High School \$4,522.69
Nunn, Michael	Assistant Coach – Track & Field Kimball High School \$5,429.67
Peltz, David	Sophomore Baseball West High School \$5,429.67
Pombo, Richard	Varsity Baseball Kimball High School \$6,784.03
Renshaw, David	Assistant Coach – Track & Field West High School \$5,429.67
Shrout, Matthew	Assistant Coach- Swimming Tracy High School \$4,522.69
Solano, Derek	Boys' Varsity Golf Tracy High School \$4,522.69
Sundquist, Derek	Boys' Varsity Volleyball West High School \$6,784.03

Shelton-Zaragoza, Bobielyn	Assistant Coach - Track & Field Tracy High School \$5,429.67
Shelton, Nathaniel	Head Coach – Track & Field Tracy High School \$6,784.03
Trombley, Benjamin	Head Coach – Track & Field Kimball High School \$6,784.03
Villafuerte, Ralph	Freshman Baseball Kimball High School \$4,522.69
Wichman, Casey	Boys' Varsity Golf West High School \$4,522.69
Williams, Melinda	Sophomore Softball West High School \$5,429.67
Williams, Theodore	Head Coach – Track & Field West High School \$6,784.03

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

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



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: February 1, 2023
SUBJECT: Cast Ballot for CSBA 2023 Delegate Assembly Election

BACKGROUND: There are two (2) vacancies to be filled in Subregion 8-A.

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

- ___ Sandra Chan (Lincoln USD)
- ___ Kathy Howe (Manteca USD)
- ___ Ashley Jones (Lincoln USD)
- ___ Susan Macfarlane (Lodi USD)
- ___ David Pombo (Lammersville USD)

FUNDING: N/A..

RECOMMENDATION: Cast Ballot for CSBA 2023 Delegate Assembly Election.

Prepared by: Dr. Rob Pecot, Superintendent.

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only **ONE** Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 8-A
(San Joaquin County)

Number of seats: 2 (Vote for no more than 2 candidates)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

- Sandra Chan (Lincoln USD)
- Kathy Howe (Manteca USD)
- Ashley Jones (Lincoln USD)
- Susan Macfarlane (Lodi USD)
- David Pombo (Lammersville USD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

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

REGION 8 – 14 Delegates (12 elected/2 appointed) ♦

Director: Christopher "Kit" Oase (Ripon USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 8-A (San Joaquin)

Eric Duncan (Manteca USD), term expires 2024
Cecilia Mendez (Stockton USD) ♦, appointed term expires 2024
Kate Powell (Escalon USD), term expires 2024
Marla Sousa Livegood (Linden USD), terms expires 2024
Raymond C. Zulueta Jr. (Stockton USD) ♦, appointed term expires 2023
Vacant, term expires 2023
Vacant, term expires 2023

Subregion 8-B (Amador, Calaveras, Tuolumne)

Sherri Reusche (Calaveras USD), term expires 2023

Subregion 8-C (Stanislaus)

Faye Lane (Ceres USD), term expires 2024
Vacant, term expires 2023
Vacant, term expires 2023

Subregion 8-D (Merced)

Zachery David Ramos (Gustine USD), term expires 2024
Jessee Espinosa (Merced City ESD), term expires 2023

County Delegate:

Juliana Feriani (Tuolumne COE), term expires 2024

Counties

San Joaquin (Subregion A)
Amador, Calaveras, Tuolumne (Subregion B)
Stanislaus (Subregion C)
Merced (Subregion D)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 25, 2023
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State’s content standards and consistent with the curriculum frameworks and the State’s cycle of adoptions. The Curriculum Council is recommending these programs to the Board for World Languages courses in grades 8 - 12:

Course(s)	Publisher	Program/Title	Copyright
French, Levels 1 – 4 (AP)	Vista Higher Learning	<i>Chemins</i>	2023
Spanish, Levels 1-4	Vista Higher Learning	<i>Senderos</i>	2023
Spanish for Native Speakers, Levels 1-2	Vista Higher Learning	<i>Galeria</i>	2020

The recommendation and costs for each element are shown below.

Language/Audience	Digital Licenses for students and teachers	Supplemental workbook(s) for Year 1	Supplemental class sets for each classroom (price is discounted by purchase of digital licenses)
Spanish	520,000	64,500	95,500
French	101,700	12,600	20,400
Spanish for Native Speakers	112,000	19,500	21,500
		Sub-Total	967,700

Years 2-8 of all workbooks (7 years) based on annual assessment of use by students and teachers	510,200
Total	1,477,900

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

- Alignment to the World Language Standards and Framework
- Interactive instructional methods that actively engage all students
- Updated, relevant content that is engaging for students
- Strong support for required shifts in teachers' instruction aligned to the Framework

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

FUNDING: Funding for the purchase of recommended materials not to exceed \$1,477,900 will be provided by funds from Goal 1, Action 20 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials.

Prepared by: Debra Schneider, Ph.D., Director of Instructional Media Center.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 8, 2023
SUBJECT: Approve Revised Job Description for Director of Curriculum and Accountability

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The Director of Curriculum and Accountability/Principal Tracy Independent Study position is being separated into two separate positions: The Director Curriculum and Accountability will be one position and Principal of Tracy Independent Charter Study Charter School and District Alternative Programs will be another position. This change is needed due to increased enrollment in our Tracy Independent Study Charter School and Alternative Programs which will allow us to better serve our students. Due to these changes, the current combined job description needs to be revised for the Director of Curriculum and Accountability only. A separate new job description is being submitted for Board approval for Principal Tracy Independent Study Charter School and District Alternative Programs.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve Revised Job Description for Director of Curriculum and Accountability.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Director of Curriculum and Accountability/~~Principal Tracy Independent Study Charter School~~

DEPARTMENT: Educational Services

POSITION SUMMARY:

The Director of Curriculum and Accountability/~~Principal Tracy Independent Study Charter School~~ under the supervision of the Associate Superintendent for Educational Services, provides leadership and supervision of the K-12 state curriculum and accountability requirements. ~~This position also serves as the Tracy Independent Study Charter School principal.~~

ESSENTIAL FUNCTIONS:

1. Directs, develops, implements, evaluates and establishes standards of achievement and State wide assessment programs and data storage/reporting systems.
2. Monitors data in District data storage/reporting systems for accuracy and works with school sites/other district departments to correct errors (e.g. state assessment data; English learner records).
3. Provides leadership and assistance to site and District personnel in identifying, planning, developing and implementing continuous improvement processes.
4. Coordinates and provides reports on project financial data and prepares final claim forms.
5. Evaluates and supervises the Assessment Specialist.
6. Meets with local advisory groups to discuss project applications and requirements.
7. Serves as the liaison representative in the field of assessment and accountability with the Federal, State, Regional and County offices.
8. Assists in interpreting the instructional programs and state assessment & accountability data, to the community.
9. Plans, organizes, directs and supervises the administrative systems for the Office of Curriculum and Accountability.
10. Assists in the determination of the educational needs and the goals of the community and the school district.
11. Assists with development of Pre-K-12 curriculum including coordination of the District's Curriculum committees.
12. Develops policies, administrative regulations and guidelines for all programs under the direction of the Office of Curriculum and Accountability.
13. Develops contacts with state and national organizations for the purpose of enhancing and improving state assessment and accountability processes.
14. Coordinates collection and submission of data and other records for state and federal agencies (e.g. Civil Rights Data Collection, Federal Program Monitoring, School Accountability Report Card)
15. Coordinates and provides the necessary in-service for staff to implement state assessments and analyze data.
16. Participates in curriculum development, facility planning, personnel and budget functions, and task forces that will enhance the District's educational programs.
17. Serves as chief spokesperson for the District on state assessment and accountability.
18. Evaluates the effectiveness of the various educational programs under the direction of the Office of Curriculum and Accountability and makes program modifications, additions and deletions as appropriate.
19. Assists in functions and services in the Educational Services Division as deemed necessary.
20. Coordinates the activities to identify and apply for funding sources to support the office functions of the Director of Curriculum and Accountability.

21. Receives and investigates parent complaints, Uniform Complaint Procedures related to instructional materials and facilities under the Williams Compliance regulations, and processes appeals related to student progress and placement.
22. Directs, develops, implements, evaluates, and establishes MTSS: SST, 504, and Dyslexia screening processes.
- ~~23. Serves as the Principal of Tracy Independent Study Charter School overseeing all functions of the school, including evaluating classified and certificated staff.~~
24. Maintains regular and prompt attendance in the workplace.
25. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE: Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. Masters Degree or ability to obtain and valid Administrative Services credential are required; Doctorate preferred. Successful experience as a school or district administrator with experience in developing and implementing education programs for students in K-12 including school budgeting. Knowledge and experience of state assessments and accountability measures. Possession of an appropriate California driver's license; have willingness and ability to travel throughout the District.

SKILLS AND QUALIFICATIONS:

1. Knowledge of business and management principles involved in strategic planning, resource allocation, and using assessment data to monitor and measure student achievement.
2. Knowledge of operating policies, rules and procedures of the school district.
3. Ability to maintain cooperative working relationships with those contacted in the course of work; apply strong communication skills both orally and in writing, and maintain confidentiality.
4. Ability to apply effective leadership skills.
5. Ability to prepare comprehensive reports.
6. Knowledge of Assessment, Data Management, and Continuous Improvement processes.
7. Ability to select and manage classified and certificated staff with skills and abilities that match school needs and enhance program effectiveness.
8. Ability to apply quality management tools to organizational data and make process improvement changes.
9. Knowledge and experience of state assessments and accountability measures.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

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

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District and site staff, and the public. In addition, the Director of Curriculum and Accountability/~~Principal Tracy Independent Study Charter School~~ may perform duties and responsibilities that occur outside the school campus and District Office for related activities and events, including off-site meetings and/or trainings.

SALARY: Leadership/Management Salary Range 58

DAYS OF SERVICE: 225 days

- Board Approved: TUSD 12/12/00
- Revised: TUSD 03/28/06
- Revised (salary only): TUSD 08/25/15, 11/8/16
- Revised: TUSD 03/13/18
- Revised: TUSD 09/28/21



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 8, 2023
SUBJECT: **Approve New Job Description for Principal of Tracy Independent Study Charter School and District Alternative Programs**

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The Director of Curriculum and Accountability/Principal Tracy Independent Study position is being separated into two separate positions: The Director Curriculum and Accountability will be one position and Principal of Tracy Independent Charter Study Charter School and District Alternative Programs will be another position. This change is needed due to increased enrollment in our Tracy Independent Study Charter School which will allow us to better serve our students. Due to these changes, a new job description is needed for the Principal of Tracy Independent Study Charter School and District Alternative Programs. A separate revised job description is being submitted for Board approval for the Director of Curriculum and Accountability.

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

FUNDING: Unrestricted General Fund.

RECOMMENDATION: Approve New Job Description for Principal of Tracy Independent Study Charter School and District Alternative Programs.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION: Principal of TISCS and District Alternative Programs

DEPARTMENT: Educational Services

POSITION SUMMARY: The Principal of TISCS, under the direction of the Superintendent, assumes responsibilities in administration of the **District Alternative Programs**, guidance, and general administrative functions and **Tracy Charter School Independent Study instructional programs**. In addition, this position serves as the instructional leader for the professional and paraprofessional staff assigned to the site and is responsible for management of all aspects of the school's operation, including: educational programming, supervision of all instruction, supervision and evaluation of certificated and classified employees, communication with the school community, supervision of school in-service programs, compliance with all federal, state and District laws, regulations, policies and requirements, and other related work as required.

ESSENTIAL FUNCTIONS:

1. Directs and administers the **District Alternative Programs**.
2. Supervises and evaluates the performance of certificated and classified staff in accordance with the District's guidelines for evaluation and assessment.
3. Receives and investigates parent complaints and processes appeals related to student progress and placement.
4. Directs and administers the school's student discipline program.
5. Works with teachers, para educators and students on issues related to student attendance.
6. Helps students to define their long-range educational goals, and assists students in establishing short-range goals for each school year and in setting personal performance standards.
7. Maintains a file on each student advised; a record of conferences with students and parents; and a record of student grades, warnings, progress reports; and current course of studies for individual students.
8. Participates in curriculum development, facility planning, personnel and budget functions, and task forces that will enhance the **District's Alternative Programs**.
9. Provides guidance to site and District personnel in identifying, planning, developing and implementing alternative programs.
- ~~10. Works with the Director of Adult and Career and Technical Education to develop contacts with state and national organizations for the purpose of enhancing and improving local programs.~~
11. Assists with the development of policies, administrative regulations and guidelines for alternative programs.
12. Processes and investigates personnel and sexual harassment complaints.
13. Provides leadership to the staff in determining objectives and identifying school needs as a basis for developing long and short-term plans for the school programs.
14. Interprets and implements the District approved curriculum program in the light of state standards and individual school needs.
15. Responsible for the overall supervision of the instructional program of **alternative programs**.
16. Assists with the establishment of an effective school administrative team organizational structure with clear lines of responsibility and with the necessary delegation of authority.
17. Identifies, provides, assigns and coordinates in-service growth opportunities for teaching personnel within each school.
18. Assigns all students to appropriate programs in such a way as to encourage their optimum growth.
19. Makes periodic appraisals of student progress, analyzes the data, disseminates the information, consults with all interested parties and initiates appropriate strategies for improvement.

20. Develops LCAP for TISCS, school plans, handbooks, and organizational procedures for health, safety, discipline and conduct of students as established in District procedures.
21. Plans, coordinates, and evaluates the total program of student services including guidance, course selection and academic advising.
22. Directs, administers and coordinates all state and district student assessment/testing programs.
23. Plans, directs and supervises the business operations of the school.
24. Attends and participates in IEP, SST, and other required student meetings and/or conferences.
25. Responsible for maintaining a program of public relations, establishes active, cooperative relationships with parents, and promotes the activities of the School Site Council and other parent groups.
26. Plans for the most effective use of curriculum materials, instructional supplies, equipment, building facilities and school grounds.
27. Ensures that programs and curricula are designed to achieve the District's annual student achievement goals.
28. Establish and maintain cooperative working relationships with those contacted during the course of work.
29. Maintains regular and prompt attendance in the workplace.
30. Performs other related duties as assigned.
- 31. Provides guidance and assistance in District Alternative Programs to the Educational Services Division.**

EDUCATION AND EXPERIENCE:

Previous school site teaching or administrative experience preferred. A valid California Administrative Service Credential and valid California Teaching Credential required. A Master's Degree preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of techniques and strategies for successful management and supervision, including observation, diagnosis and conferencing with teachers to support instructional improvement.
2. Knowledge of evaluation, assessment and dismissal procedures related to certificated and classified staff.
3. Knowledge of standards-based instructional models.
4. Knowledge of federal, state and local legislation related to school administration, including the California Education Code, Health and Welfare Code, Code of Regulations and TUSD Board of Education policies and administrative regulations.
5. Knowledge of principles and practices of public school administration, including budget development and maintenance.
6. Knowledge of current applications and use of technology to enhance instructional programs and support administrative activities.
7. Ability to provide strong instructional leadership.
8. Ability to plan, implement and monitor a comprehensive, standards-based educational program which addresses the needs of a diverse student population and meets the District's student achievement goals.
9. Ability to select and manage certificated and classified staff with skills and abilities that match school needs and enhance program effectiveness.

10. Ability to develop and implement teacher performance standards and regularly evaluate certificated and classified staff performance.
11. Ability to integrate current technology into work and job functions.
12. Ability to communicate effectively, orally and in writing.
13. Ability to provide and carry out oral and written directions, to read, write and speak at a level sufficient to fulfill the duties to be performed.
14. Ability to make fiscally responsible decisions.
15. Knowledge of the intellectual, social, emotional and physical needs of kindergarten through high school age students.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 pounds at shoulder height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with school site staff, students, parents, and the public. In addition, the Principal of TISCS and District Alternative Programs must perform duties and responsibilities that occur outside school buildings and facilities, on the school campus, and at other school related activities and events.

SALARY: Leadership/Management Salary Schedule (LME) Range 56

DAYS OF SERVICE: 210 Days

Board Approved TUSD: 6/12/18