

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MARCH 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
To make a remote public comment on item 14.1.1, please follow this Public Comment Link
available only on the date of the meeting, between 5:00 and 6:00 p.m.

TIME: 6:15 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.
3.1.1 Approve School Site Safety Plans for the 2023-24 School Year
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2 Educational Services:
3.2.1 Finding of Facts: 22/23#73, 22/23#74, 22/23#75, 22/23#76, 22/23#77, 22/23#78, 22/23#79, 22/23#80, 22/23#81
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#22-23/#31
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3 Human Resources:
3.3.1 Consider Unpaid Leave of Absence for Classified Employee, #UC-443
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Approve Resolution #22-14 Regarding the Release and/or Reassignment of Employees #UC-1333 and #UC-1334
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.4** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Report Out of Action Taken on Approve School Site Safety Plans for the 2023-24

3.1.1 School Year

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

6b Action Taken on Finding of Facts: 22/23#73, 22/23#74, 22/23#75, 22/23#76,

3.2.1 22/23#77, 22/23#78, 22/23#79, 22/23#80, 22/23#81

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

6c Report Out of Action Taken on Reinstatements: AR#22-23/#31

3.2.2

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

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

3.3.1 Employee, #UC-443

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

6e Report Out of Action Taken on Approve Resolution #22-14 Regarding the

3.3.2 Release and/or Reassignment of Employees #UC-1333 and #UC-1334

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

7. Approve Regular Minutes of February 28, 2023

1-8

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

8. Student Representative Reports:

8.1 West High FFA: Remus Kubik, Nicolle Guadarrama and Eliana Zepeda;

8.2 Tracy High FFA.

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

9.1 Tracy Adult School

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

10.1 **Administrative & Business Services:** None

10.2 **Educational Services:**

10.2.1 Receive Report on Instructional Materials Adoptions

9-10

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 | Approve Accounts Payable Warrants (January 2023) (Separate Cover) | 11 |
| 13.1.2 | Approve Payroll Reports (January 2023) | 12-17 |
| 13.1.3 | Approve Revolving Cash Fund Reports (January 2023) | 18-19 |
| 13.1.4 | Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda | 20-21 |
| 13.1.5 | Accept the Generous Donations from the Various Individuals,
Businesses, and School Site Parent Teacher Associations Listed Herein
with Thanks and Appreciation from the Staff and Students of the Tracy
Unified School District | 22-23 |

13.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 13.2.1 | Approve Out of State Travel for GATE Staff to Attend the National
Association for Gifted Children Conference in Lake Buena Vista,
Florida, November 9-13, 2023 | 24-25 |
| 13.2.2 | Approve Memorandum of Understanding with SJCOE for K-5 STEM
Professional Learning at Jacobson Elementary School | 26-28 |
| 13.2.3 | Approve Overnight Travel for Kimball High School HOSA: Future
Health Professionals Student Members and Advisors to Participate in
the California State Leadership Conference in Sacramento, California,
March 22-25, 2023 | 29-30 |
| 13.2.4 | Approve Agreement for Contract Services between Faith in Action
Community Education (F.A.C.E.S.) and Duncan Russell Community
Day School and North Elementary School for the 2022-2023 School
Year | 31-37 |
| 13.2.5 | Approve Increase in Funding for Summa Academy NPS for the
Remainder of the 2022-2023 School Year | 38 |
| 13.2.6 | Approve Agreement for Contract Services between Freedom Soul
Media Education Initiatives and West High School for the 2022-2023
School Year | 39-42 |
| 13.2.7 | Approve Agreement for Contract Services between Teen Truth, LLC
and West High School for the 2022-2023 School Year | 43-46 |
| 13.2.8 | Approve Overnight Travel for the Tracy High School Mock Trial
Team and Advisors to Attend the Mock Trial State Championship in
Los Angeles, CA, on March 16-19, 2023 | 47 |
| 13.2.9 | Approve Agreement for Contract Services between ExploreLearning
Reflex and North School for the 2022-2023 School Year | 48-51 |
| 13.2.10 | Approve Out of State Travel for Educational Services Staff to attend
the Learning Forward Annual Conference in Orlando, Florida on June
25-28, 2023 | 52-53 |

- 13.2.11** Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and North School for the 2022-2023 School Year **54-59**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **60-62**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **63-64**
- 13.3.3** Certify that Provisions of Section 5593 Regarding Coaches Have Been Met **65-71**

- 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:

To make a remote public comment on item 14.1.1, please follow this Public Comment Link available only on the date of the meeting, between 5:00 and 6:00 p.m.

- 14.1.1** Approve 2022-23 and 2023-24 Transportation Plan **72-77**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.2** Certify 2022-2023 Fiscal Year Second Interim Report (Separate Cover) **78-79**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.3** Approve the Purchase of Additional Rational Ovens for the Tracy High Kitchen **80**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.4** Adopt Resolution 22-13 to Accept the Department of General Services Resolution to Acquire Surplus Property **81-90**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.5** Approve Revisions to the Board Governance Handbook (Separate Cover) **91**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.6** Approve and Appoint Screening Committee for Kimball High School Theater **92**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.

14.2 Educational Services: None.

14.3 Human Resources: None.

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

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

17. Board Meeting Calendar:

- 17.1** March 28, 2023
- 17.2** April 25, 2023
- 17.3** May 9, 2023
- 17.4** May 23, 2023

18. Upcoming Events:

- | | | |
|-------------|--------------------------|-----------------------------------|
| 18.1 | April 7 – April 14, 2023 | No School, Spring Break |
| 18.2 | May 26, 2023 | Last Day of School |
| 18.3 | August 7, 2023 | First Day of School for 2023/2024 |

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, February 28, 2023**

- 6:31 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- 6:31 PM** Employee spoke regarding item #UCL-442 prior to the closed session vote.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox
Trustee Blanco resigned as of 2/15/23, therefore, there are only 6 members currently on the board.
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:02 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 Action Taken on Finding of Facts: 22/23#65, 22/23#66, 22/23#67,
3.2.1 22/23#68, 22/23#69, 22/23#70, 22/23#71, 22/23#72
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-0.
- 6b Report Out of Action Taken on Reinstatements: AR#22-23/#28, AR#22-
3.2.2 23/#29, AR#22-23/#30
Action: **Vote:** Yes-6; No-0; Absent-0. Approved
- 6c Report Out of Board Waiver: WHS#10352552, WHS#10353324,
3.2.3 SWP#10339848
Action: **Vote:** Yes-6; No-0; Absent-0.
- 6d Report Out of Action Taken on Release Probationary Classified
3.3.1 Employee #UCL-441 SpEd Para Educator
Action: Item pulled, no vote taken.
- 6e Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-442 Para Educator I
Action: **Vote:** Yes-4; No-2 (Alexander, Hoffert); Absent-0. Release
- 6f Report Out of Action Taken on Approve the Non-Reelection of
3.3.3 Probationary Certificated Employees: #UC-1325, #UC-1327, #UC-1328,
#UC-1329, #UC-1330, #UC-1331, #UC-1332 pursuant to Education
Code Section 44929.21(b)
Action: Item pulled, no vote taken.
- 6f Report Out on Consider Unpaid Leave of Absence for Certificated
3.3.4 Employee #UC-1324
Action: **Vote:** Yes-6; No-0; Absent-0. Approved
- Minutes:**
- 7.1 Approve Regular Minutes of February 14, 2023
Action: Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-0; Abstain-0.
- 7.2 Approve Special Minutes of February 21, 2023
Action: Silcox, Fagin. **Vote:** Yes-5; No-0; Absent-0; Abstain-1 (Hoffert)

Audience:

Miquel Romo, Marjie Baumann, Sam Strube, Pia De Rosa, Stephen Theall, John Waggle, Jason Noll, Diane Pacheco, Heather Pitcock, Kimberly Smith, Jacqui Nott, Maxx Sommers, Jordyn Bouligny, April Jacobs, Cecelia Salazar, Mariah Maez, Nadine Salazar, Raney Shimozone, Tuesday Casados, Tina Brown, Lisa Mullen, Peter Mullen, Daneya Cruda, Scarlett Magnan, Charlotte Nguyen, Kamara Clark, Marlene Hepner

Student Rep Reports:

8.1 Kimball High School: Kylie Woodall, ASB Vice President shared information of what they have been up to at KHS. The wrestling team has won many metals and soccer has had an amazing season. Girls' basketball is playing tonight at Kimball. Spring sports are getting ready to begin their first games. This week the theme at school is Jagflixs, with days based on Netflix ideas. They are preparing for the Spring Sports Rally. April 17th to 21st they plan to go all out with each day based on a different type of game show. Clubs have been very busy. The biggest club on campus, the Kimball Jaguar Project, has been giving presentations to middle school students. Presentation topics include mental health, social media, and what to expect heading into high school. KHS theater is preparing for their last show of the year, and the last show for their theater teacher who is retiring. They will be performing Oklahoma, March 24, 25, 31, and April 1. Avid is hosting their annual Easter Egg Hunt April 1st. This year at the egg hunt, the students will be wearing their new Avid t-shirts that were designed by students. In the Medical Academy, they have been going on a lot of field trips, including a visit to Sutter Hospital.

Tracy High School: Olivia Orcutt, THS ASB board representative, reported that winter sports have wrapped up their seasons with girls' soccer and the wrestling team making it to playoffs. They are excited for spring sports to begin. Their starting it off with the All City Track and Field meet and a boys volleyball scrimmage taking place tomorrow. Color guard brought home first place in their first competition. Students can now apply for their Academic Block T. The Bulldog Project is presenting at middle schools about anti bullying. Mock Trial won first place and is advancing to state. FFA had a week of fun events and Spirit Week has brought opportunity to make connections with each other. Each day, they handed out cut out hearts with encouraging messages on them.

Alternative Education: Cecelia Salazar is the Stein Student Representative. TYAP has been busy visiting areas in the community, such as, the Police and Fire Departments and they took a trip to the Community Children's Museum. There is a craft fair coming up in April and their vegetable garden has already began sprouting. Today was their Delta College field trip. Students had a fun time exploring campus and speaking to professors. March 8th, Delta counselors will come to Stein to assist students with their college applications. For Black History Month, students made an array of posters including black authors, writers, and scientists. They put up artwork pieces in the hallway. This is Cecelia's last presentation as she is graduating early this week as a junior.

West High School: Lily Banchero and Owen Jackson provided their monthly update. WHS's first big event of month was the annual Slam Jam Week. During lunch time they had activities with a Stranger Things trivia game and performances. February 10th, they beat the Bulldogs on their home turf. The Black Student Union

held BSU days with lunch time activities including a pie eating contest. March 25th is the WHS prom at the San Francisco Exploratorium. Students always arrive dressed to impress. They held an art competition to see which student could make the most beautiful kaleidoscope. Camile Lopez won the competition and received a free prom ticket. The girls' soccer team made it to playoffs and wrestling senior, Robert Lopez, went to finals. They are incredibly proud of their season. All spring sports are ready to begin, and the track team is off to a strong start. FFA held their annual FFA Week and Spirit Week ended with a Kiss-a-Critter fundraiser. The journalism class welcomed Mayor Young to the West High campus for an in-depth and special interview in honor of the last days of Black History Month and the upcoming Woman's History Month.

8.2 Freiler School: Students Maxx Sommers, Daneya Cruda, Scarlett Magnan, Jordyn Bouligny, and Charlotte Nguyen from Freiler ASB shared a PowerPoint of what has been happening on the Freiler campus. They've held Character Counts and Honor Assemblies for the families to come out and celebrate their children's achievements and hard work. Leadership has put on activities such as a Back-to-School dance and a Halloween dance with a photo booth, snack bar, and DJ. They've also had a few movie nights which are very popular with typically 125 students attending. The ASB threw a Holiday Door Wars competition with the winner getting a glow party. ASB is raising money for the digital marquee and have raised \$7,000 selling candy grams and from the movie night proceeds. Mr. Feiler's birthday was a recent event with 100 percent student participation. To keep students informed, they have monthly ASB meetings, during this time, representatives discuss the funds we need to hold events. They also have weekly marquee updates that parents can look at while they drive by Freiler. They have had many spirit days which included a Cultural Appreciation Day, Lumber Jack Day, and a Marvel vs. DC Comic Day. Character counts week is when the school really shows the value of the Pillars of Character and Kindness. Each day they wore a different color to represent one of the pillars. Read Across America Day is March 2nd and their 8th grade promotion dance and party is in May.

Williams Middle School: ASB Officers Noah Ingua, Aubrey Ramirez, and Sarai Mullen informed the ASB officers set the base and culture for the future of Williams Middle School. Their mission is to constantly improve school culture by listening to peers and creating events to improve William's student pride and involvement. Roar tickets are designed for the positive behavioral intervention support program to reward students for being responsible, accountable, on time, and respectable while on campus. The Haunted Hallway and Harvest Festival was a success. They had a great turnout even with the threat of rain. The ASB has lunch time activities to promote student participation. Each Tuesday is a sports challenge, and on Thursdays they do Carnival Challenges in the MPR. Fridays are Spirit Days to wear clothing that celebrate the culture and events that the students love. This year, they have had a Welcome Back Dance, Winter Formal, and a Valentines Dance. All dances have sold out! The WMS students participated in the Brighter Christmas Canned Food Drive. They helped with the collection of cans for the food bank this year as one of their community service projects and celebrated their diversity with the back history door decorating contest. They have prioritized student recognition based on academic performance and for honor roll.

**Recognition &
Presentations:**

9.1 Bohn Elementary School: Principal Jacqui Nott and Assistant Principal Michelle Baptista, along with their STEM and Bohn Leadership Team came to review the wonderful things going on at Bohn Elementary. Their mission is to be the best SHARKS they can be. SHARKS stands for the character traits: Self discipline, Honorable, Ambitious, Resourceful, Kindhearted, and Successful. Demographic enrollment data was shared as well as the multi-tiered systems of support which includes core instruction, additional support intervention, IEPs, stem curriculum, and many other programs offered to their students. Before FACES staff joined Bohn School, they had over 60 behavioral citations. In the second trimester, with the help of FACES, they had less than 20. They began a 'Caught Being Good' behavior intervention program, where tickets are given to students exhibiting the SHARK traits. Tickets could then be used for Pizza with the Principal, or they can purchase from the Shark Cart. Over 300 students have been "caught being good", it has been very successful. Tina Brown has been a teacher for 26 years and is a Tracy High graduate. She loves to teach science and has a variety of STEM projects going on that vary from testing different pancake batters to looking at different seeds, and how seeds move around our world, and exciting Bohn students with coding projects. Teacher Librarian Alejandra Herrera informs this week they are celebrating Read Across America. She and Ms. Nott made videos of the two of them enjoying themselves reading together to show the kids how fun it is to read. They have also begun Pod Casting, beginning with the fifth graders, and the students love it. The students record themselves reading what they have written. They have collected enough books through First Books Organization for every student to receive a free hard cover book. For Black History Month, guest readers have come in to read books written by black authors to students. They would like to invite the board to come in and see their students at work. The Character Crew is student led by 4th and 5th graders; they are the student leaders of the school. They have skits, present to the entire school and promote spirit days. Bohn Peace Makers are students chosen by their teachers for their good character. At lunch time they go out on the playground and assist with younger students with their behavior.

Trustee Hoffert left the room at 7:32.

Trustee Hoffert returned to the room at 7:34.

9.2 Villalovoz Elementary School: Principal Marji Bauman and Assistant Principal Heather Pitcock shared their monthly themes at Villalovoz as part of Pandas Read. This month ends Fantastic February and tomorrow begins Magnificent March. Each grade level has their own chapter they take part in. Teachers send up pictures of the students reading to be placed on the wall. The Villalovoz library went through a modernization, and they use it as a focal point of the campus. They are excited about the changes that have happened. The Library Technician and Teacher Librarian have made it a warm and welcome place for students to come. They have incorporated an interactive bulletin board for the students. Students love the Panda Pals reading buddy system. Students are paired with another student two grade levels below them. ERW's have focused on silent reading with a dedicated silent reading time. The staff is amazing and have worked very hard. The students have had great increases in their testing scores in all areas having received at least a 10% gain. The additional support and intervention groups are all very well attended.

9.3 Recognize and Congratulate the Tracy High School Academic Decathlon Team for taking Second-Place Overall at the 42nd Annual San Joaquin County Academic Decathlon.

Each student was presented with a certificate of recognition for their amazing performance in the decathlon.

**Information &
Discussion Items:**

10.1 Administrative & Business Services:

This item was moved down on the agenda.

10.1.1 Receive Report on Pre-Map Input on Trustee Areas

William Schuetz, Attorney with Dannis, Wolliver, Kelley, is assisting the district with our transition to trustee area voting. This is the first pre-map hearing. He provided information regarding the California Voters Right Act (CVRA) which prohibits at large board elections that can potentially result in racially polarized voting. The district currently is an at-large voting district where all voters vote for our 7-member board regardless of where that candidate resides. With a trustee area, the results can be very different, examples were shown of how this works and the change in the outcome. The CVRA allows any voter to challenge the use of an at large election system. The district received a demand letter alleging TUSD was violating the CVRA, indicating litigation would be filed if a transition was not made. During the Feb 14th meeting, the board approved National Demographic Corporation to provide services. The demographer will attend the next pre-map hearing and will be the ones drawing up the maps based on area population. They will explain how they come up with their examples. The process has three phases: pre-map phase, map development adoption, and finally implementation. The goal of the pre-map phase is to engage the public and allow for public input prior to the development of maps. The next public hearing will be March 28, 2023. During Phase 2 of the map development process, information will be gathered about trustee areas, maps will be drafted, with changes made along the way; it is a back-and-forth process that will culminate in the adoption of one of the maps. Federal law requires trustee areas to include equal population within a 10% max variance. This process will be phased in beginning with the 2024 election. Once the final map is approved by the TUSD board, the map is then taken to the county committee for approval.

10.2 Educational Services:

This item was moved up on the agenda.

10.2.1 Receive Report on Visual Marketing for the Tracy Unified School District CTE Department

Sam Stube Director of CTE and Principal of the Adult School, and Julie Stocking, Associate Superintendent of Education Services introduced the new branding and official logo for Career Technical Education (CTE). LCAP funding was allocated to bring awareness to these programs provided to the students of TUSD. CTE follows model curriculum standards for every industry sector and pathway. This includes completion of 300 hours in a course pathway for a student to complete the pathway, classes are set up to meet this requirement. We have articulation

agreements with several community colleges. If students complete the classes in that pathway and choose to continue that path at the college level, they receive credit for the prerequisite class and do not have to take it in college. We have 11 industry sectors, within these sectors, we have 18 pathways. Mr. Strube introduced teachers Jose Sanchez, that teachers Automotive Technology at THS, Carina Hollbrok, Early Childhood Development teacher at THS, Diane Pacheco who runs the Feast program at THS, and Marlene Hepner who runs the Ag program at WHS. TUSD has 3,067 students enrolled in CTE classes, this is a huge number of our high school population.

The CTE branding process included branding and purchasing our official logo and producing video segments for each CTE program, all of which are loaded on our district website. In the videos, you will notice that our students and staff are using state of the art equipment, funded by grant funds to ensure we have sustainability of our program. We are very excited to continue to encourage students to sign up for our CTE programs and complete a pathway that will equip them with a skill that translates to the real world. Our CTE staff have true experience in the private sector, and they bring that experience to our students. We are excited to bring this information to the board and let people in the community know that these options exist. The rack cards are a new concept and are the latest way to promote programs. They include augmented technology that uses your phone to scan the icon on the rack card, which then takes you to the website to view the associated video.

Hearing of Delegations

11. None.

Public Hearing:

12.1 **Administrative & Business Services:**

12.1.1 Public Hearing to Gather Pre-Map Input on Trustee Areas

Opened public hearing at: 8:32 P.M.

No comments were made.

Closed public hearing at: 8:33 P.M.

Consent Items:

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

Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-0.

13.1 **Administrative & Business Services:**

13.1.1 Approve Entertainment, Assembly, Service, Business, and Food Vendors

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

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 Out of State Travel for Food Service Director and Food Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Denver, CO from July 8-12, 2023
- 13.2 **Educational Services:**
 - 13.2.1 Approve Agreement for Overnight Travel for Monte Vista Middle School Sixth Grade Students and Teachers to Attend Science Camp in Scotts Valley, CA, on October 31 to November 3, 2023
 - 13.2.2 Approve Agreement for Contract Services between Faith In Action Community Education Services and George Kelly Elementary School for the 2022-2023 School Year
 - 13.2.3 Approve Agreement for Contract Services between Sutter Tracy Community Hospital and Tracy Unified School District
- 13.3 **Human Resources:**
 - 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
 - 13.3.2 Approve Classified, Certificated and/or Management Employment
 - 13.3.3 Approve Fieldwork and Student Teacher Agreement with Western Governors University

Action Items:

- 14.1 **Administrative & Business Services:**
 - 14.1.1 Approve Naming Facility and Appoint Screening Committee
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-0.
 - 14.1.2 Resolution 22-08 Accept the Annual Developer Fee Report & Five-Year Findings for 2021-2022 Fiscal Year
Action: Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-0.
- 14.2 **Educational Services:** None.
- 14.3 **Human Resources:**
 - 14.3.1 Approve Resolution 22-09, Authorizing Reduction and Elimination of Particular Kinds of Service for the 2023-2024 School Year
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-0.
 - 14.3.2 Approve Resolution 22-10, Adopting the Competency Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-0.
 - 14.3.3 Approve Resolution 22-11, Adopting the Tie-Breaking Criteria in the Case of Certificated Reduction in Force for the 2023-2024 School Year
Action: Fagin, Silcox. **Vote:** Yes-6; No-0; Absent-0.

Board Reports:

Trustee Hoffert thanked everyone for coming out and for their presentations, especially CTE, which helps us understand how we are benefiting our students. He is excited to approve the naming of the facility committee.

Trustee Fagin was impressed with the CTE presentation, this was a goal of his, to see this program implemented.

Trustee Alexander thanked the students for their presentations

Trustee Hawkins always enjoys hearing what the students are doing, they tell the true story. He believes in the concept of CTE, this is what carried him until he chose to return to school and earn a degree.

Trustee Silcox felt this was a great night; the presentations were very informative and effective. Last week they did a Board Governance training, the facilitator was fantastic. He encourages the board to commit to this moving forward.

Trustee Abercrombie had a great opportunity to attend 2 STEM presentations at Jacobson School. It was great to see the interaction and the creative minds of our students in action. Thank you to Trustees Fagin, Silcox and Hawkins for attending some of the DARE graduations that recently occurred.

**Superintendent
Report:**

Dr. Pecot appreciated the student presentations and pointed out the excellent work that is going on at Bohn and Villalovoz. They had excellent presentations that show their very hardworking staff. He welcomes any Board Member or Associate Superintendent to join him when he visits the schools.

Adjourn: 8:39

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 1, 2023
SUBJECT: Receive Report on Instructional Materials Adoptions

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

The Instructional Media Center (IMC) convened an IM adoption committee to evaluate and recommend instructional materials for Introduction to Law, a new course for Kimball High School.

In compliance with Board Policy 6161.1, the course teacher and the IMC Director reviewed the available instructional materials (IM) for high school introduction to law courses available from a wide variety of publishers and learning technology companies. Only one program was found to be suitable for high school students. A survey of surrounding districts found that this program is the one used in their courses that introduce the study of law. For that reason, this was the only program analyzed and evaluated through three steps: student/course needs, overview of IM for suitability, and in-depth evaluation of elements of the IM program. The course teacher proposed this program to the Curriculum Council and the Curriculum Council is recommending this program to the Board.

Course(s)	Publisher	Program/Title	Copyright
Introduction to Law	McGraw Hill	<i>Street Law: A Course in Practical Law</i> (10th ed.)	2021

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

- Provide a practical study of law in students' daily lives
- Promote students' analytical thinking and student agency

- Cover multiple topics in the field of law
- Create a foundation for potential future high school courses regarding the study of law

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 \$15,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

Prepared by: Debra Schneider, Ph.D.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 28, 2023
SUBJECT: Approve Accounts Payable Warrants (January 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (January 2023).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 28, 2023
SUBJECT: Approve Payroll Reports (January 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (January 2023).

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

Pay Date 07/10/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	542,023.12
	1200	911.04
	1300	280.00
	1900	3,094.28
	2100	16,798.04
	2200	127,138.98
	2300	0.00
	2400	20,814.95
	2900	4,697.56
	Total Labor	715,757.97

Teachers' Salaries

Cert Pupil Support Salaries

Other Certificated Salaries

Instructional Aides' Salaries

Classified Support Salaries

Clerical & Office Salaries

Other Classified Salaries

Fund 01	SACS Object	Amount
	3101	79,772.39
	3201	674.84
	3202	5,356.06
	3301	10,245.94
	3302	11,758.21
	3501	2,732.01
	3502	847.28
	3601	9,405.11
	3602	2,917.22
	Total Contributions	123,709.06

STRS On 1000 Salaries

PERS On 1000 Salaries

PERS On 2000 Salaries

State Unemploy On 1000 Salary

State Unemploy On 2000 Salary

Worker'S Comp Ins On 1000 Sal

Worker'S Comp Ins On 2000 Sal

Fund 09	SACS Object	Amount
	1100	0.00
	2400	1,036.00
	Total Labor	1,036.00

Teachers' Salaries

Clerical & Office Salaries

Fund 09	SACS Object	Amount
	3101	0.01
	3202	262.83
	3302	79.25
	3502	5.18
	3602	17.84
	Total Contributions	365.11

STRS On 1000 Salaries

PERS On 2000 Salaries

State Unemploy On 2000 Salary

Worker'S Comp Ins On 2000 Sal

Fund	SACS Object	Amount
11	1100	4,289.67
	1200	1,417.68
	2100	432.94
	2400	481.47
	Total Labor	6,621.76

Teachers' Salaries
 Cert Pupil Support Salaries
 Instructional Aides' Salaries
 Clerical & Office Salaries

Fund	SACS Object	Amount
11	3101	1,006.39
	3202	109.84
	3301	82.73
	3302	69.95
	3501	28.52
	3502	4.57
	3601	98.26
	3602	15.74
	Total Contributions	1,416.00

STRS On 1000 Salaries
 PERS On 2000 Salaries

State Unemploy On 1000 Salary
 State Unemploy On 2000 Salary
 Worker'S Comp Ins On 1000 Sal
 Worker'S Comp Ins On 2000 Sal

Fund	SACS Object	Amount
12	2100	1,731.83
	Total Labor	1,731.83

Instructional Aides' Salaries

Fund	SACS Object	Amount
12	3202	97.90
	3302	85.44
	3502	8.66
	3602	29.82
	Total Contributions	221.82

PERS On 2000 Salaries
 State Unemploy On 2000 Salary
 Worker'S Comp Ins On 2000 Sal

Fund	SACS Object	Amount
13	2200	15,379.81
	2300	0.00
	Total Labor	15,379.81

Classified Support Salaries

Fund	SACS Object	Amount
13	3202	1,941.19
	3302	949.30
	3502	76.90
	3602	264.81
	Total Contributions	3,232.20

PERS On 2000 Salaries
 State Unemploy On 2000 Salary
 Worker'S Comp Ins On 2000 Sal

Pay Date 01/31/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	5,360,776.82
	1200	575,252.00
	1300	631,082.62
	1900	208,133.20
	2100	627,089.47
	2200	1,050,348.01
	2300	268,922.30
	2400	614,249.64
	2900	46,259.61
	Total Labor	9,382,113.67

Fund 01	SACS Object	Amount
	3101	1,254,762.54
	3102	12,114.23
	3201	49,818.11
	3202	628,592.61
	3301	103,221.46
	3302	188,049.42
	3401	659,267.70
	3402	336,048.88
	3501	33,876.25
	3502	13,020.41
	3601	116,642.77
	3602	44,879.91
	3701	62,505.68
	3702	31,843.56
	3901	135.42
	Total Contributions	3,534,778.95

Fund 09	SACS Object	Amount
	1100	165,313.40
	1200	10,837.92
	1300	4,613.53
	2400	11,573.24
	Total Labor	192,338.09
Fund 09	SACS Object	Amount

3101	STRS On 1000 Salaries	34,526.02
3202	PERS On 2000 Salaries	2,936.13
3301		2,397.94
3302		885.61
3401		16,293.98
3402		1,598.95
3501	State Unemploy On 1000 Salary	903.83
3502	State Unemploy On 2000 Salary	57.87
3601	Worker'S Comp Ins On 1000 Sal	3,112.05
3602	Worker'S Comp Ins On 2000 Sal	199.25
Total Contributions		62,911.63

Fund 11	SACS Object	Amount
	1100	18,866.55
	1200	9,260.28
	1300	12,291.60
	2100	6,369.24
	2400	9,958.50
Total Labor		56,746.17
Fund 11	SACS Object	Amount
	3101	7,719.89
	3202	4,142.33
	3301	552.78
	3302	1,175.44
	3401	3,112.02
	3402	2,536.48
	3501	202.10
	3502	81.65
	3601	695.83
	3602	281.07
Total Contributions		20,499.59

Fund 12	SACS Object	Amount
	2100	20,850.49
	2400	6,281.99
Total Labor		27,132.48

Fund 12	SACS Object	Amount
	3102	549.72
	3202	4,747.09
	3302	1,657.61
	3402	2,239.91

3502	135.66	State Unemploy On 2000 Salary
3602	467.12	Worker'S Comp Ins On 2000 Sal
Total Contributions	9,797.11	

Fund 13	SACS Object	Amount
	2200	167,864.05
	2300	45,038.33
	2400	19,556.98
	Total Labor	232,459.36

Fund 13	SACS Object	Amount
	3202	53,257.87
	3302	16,685.01
	3402	17,430.63
	3502	1,162.27
	3602	4,002.10
Total Contributions		92,537.88

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075 - Tracy Unified School District

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BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 28, 2023
SUBJECT: Approve Revolving Cash Fund Reports (January 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (January 2023).

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

02/01/23

TUSD
REVOLVING CASH FUND
January 2023

Date	Num	Name	Memo	Paid Amount
01/12/2023	9883	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DVM FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
01/12/2023	9884	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DVM FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
01/12/2023	9885	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DVM FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
01/12/2023	9886	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DVM FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
01/12/2023	9887	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DVM FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
01/12/2023	9888	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 DVM FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
01/20/2023	9889	TINOUSH SHAHHOSSEINI	LATE TIMESHEET	
			11-6391-0-4150-1000-2106-560-2882	-101.85
			11-6391-0-4150-1000-2107-560-2882	-226.71
TOTAL				-328.56



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 2, 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
March 14, 2023
SUMMARY OF SERVICES

A. Vendor: Teacher Created Materials (TCM)
 Sites: District Wide
 Item: Materials
 Services: Summer school newcomer materials. Language Power Books
 for grades 6-8, backpacks, STEAM Reader and lab activity for
 grades 7-8.
 Cost: \$15,278.14
 Project Funding: Title 3

B. Vendor: San Joaquin County Office of Education
 Sites: Art Freiler School, George Kelly School, & Gladys Poet
 Christian School
 Item: Agreement-Ratify
 Services: SJCOE own and operates the Sky Mountain Outdoor Education
 Center. The 2023-2024 science camp program includes meals,
 snacks, lodging, program supplies, and trained naturalists.
 Cost: \$210.00 per student for three-day week
 Project Funding: School Fundraising

C. Vendor: L & H Airco
 Sites: George Kelly
 Item: Installation Quote
 Services: CEC Approved Economizer Detection and Diagnostics System
 Cost: \$284,000.00
 Project Funding: Fund 14/ESSER

D. Vendor: L & H Airco
 Sites: Stein
 Item: Installation Quote
 Services: CEC Approved Economizer Detection and Diagnostics System
 Cost: \$144,428.00
 Project Funding: Fund 14/ESSER

E. Vendor: L & H Airco
 Sites: Art Freiler
 Item: Installation Quote
 Services: CEC Approved Economizer Detection and Diagnostics System
 Cost: \$306,520.00
 Project Funding: Fund 14/ESSER



BUSINESS SERVICES MEMORANDUM

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

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From Bubba Paris for the total value of \$510.00. \$30.00 gift cards for each student in Kellie Garcia's classroom. This donation benefited 17 students in the class.

West High School:

1. Tracy Unified School District/West High School: From Rafael Pedroza for the total amount of \$500.00 (ck#2474). This donation will go towards the Robotics Club.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 22, 2023
SUBJECT: Approve Out of State Travel for GATE Staff to Attend the National Association for Gifted Children Conference in Lake Buena Vista, Florida, November 9-13, 2023

BACKGROUND: The National Association for Gifted Children Conference (NAGC) is a national conference designed to promote professional development focused on the needs of gifted and talented children. Dedicated to uplifting and empowering those who support children with advanced abilities, NAGC provides energizing professional learning, impactful research, and inspiring advocacy to ensure all children have equitable opportunities and support to develop their gifts and talents. The annual conference is designed to provide a hands-on approach to professional learning with keynote speakers and concurrent sessions that will develop new knowledge, hone existing skills, and challenge current practices. Course offerings will aid teachers in taking students deeper into grade-level material rather than moving them onto a new topic. New tools will be provided for our GATE teachers and staff to apply immediately to their students. These workshop sessions will support the rebuilding of our GATE classrooms by providing strategies and pedagogy to greater enhance student outcomes.

RATIONALE: The Continuous Improvement, State and Federal Programs Department is charged with rebuilding, developing, expanding, and supporting the GATE program, its students, teachers, and support staff in Tracy Unified. The NAGC sessions will support the GATE team in learning together how to address the challenges within our current program; enhance our teacher practices and student outcomes using tools such as depth and complexity; increase cohesiveness within this team of professionals, all of which will ultimately build greater capacity within our high school IB and AP programs. This agenda item supports all three District Strategic Goals: #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; #2 - Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and #3 - Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The conference cost will total approximately \$34,050.00 for up to 10 attendees and includes conference registration, lodging, transportation, and meal costs. Costs will be paid from District Title I Carryover Funds.

RECOMMENDATION: Approve Out of State Travel for GATE staff to attend the National Association for Gifted Children Conference in Lake Buena Vista, Florida, November 9-13, 2023.

PREPARED BY: Dr. Mary Petty, Continuous Improvement, State & Federal Programs.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc. Supt of Ed Services
DATE: February 22, 2023
SUBJECT: Approve Memorandum of Understanding with SJCOE for K-5 STEM Professional Learning at Jacobson Elementary School

BACKGROUND: Jacobson Elementary School is in the first year of STEM implementation as a treatment site, per the TUSD STEM Grants, and is in the first year of the new TUSD adopted Science curriculum, Dimensions. Ongoing professional development is essential to continuing to provide effective instruction to Jacobson Elementary School students.

RATIONALE: The Tracy Unified School District is committed to meeting the educational needs for all students. High quality Science, Technology, Engineering, and Math (STEM) education is a foundational set of skills and knowledge that help students better understand the natural and human-made systems around them and will also equip TUSD students for success in the 21st Century. Equitable STEM education is an important value in TUSD and it is critical that all students have equitable access to frequent STEM experiences throughout their PreK-12 journey. Exposure to Math, Science, Engineering, and Computer Science from an early age provides students with experiences that foster a STEM identity in our students (philosophy and rationale from 8-24-2022 Educational Services Memorandum pertaining to 2022/2023 STEM Education updates and Support Overview).

FUNDING: The funding source for this professional development comes from the TUSD STEM Grant. Jacobson Elementary School was allotted \$7500 towards STEM/Science professional development for the 2022-2023 school year. The cost of this professional development with SJCOE is \$4000 for three Early Release Wednesday sessions facilitated by Bret States, STEM Coordinator, STEM Programs, Educational Services, and San Joaquin County of Education (SJCOE) Team.

RECOMMENDATION: Approve Memorandum of Understanding with SJCOE for K-5 STEM Professional Learning at Jacobson Elementary School.

Prepared by: Mr. Derek Sprecksel, Jacobson Elementary School Principal.



MEMORANDUM OF UNDERSTANDING

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
JACOBSON ELEMENTARY - TRACY UNIFIED SCHOOL DISTRICT**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Jacobson Elementary, hereinafter referred to as "JE," is to provide professional learning for the 2022-23 school-year focused on K-5 STEM professional learning.

The two parties, SJCOE and JE, mutually agree to the following terms and conditions for the 2022-23 school year.

I. SCOPE OF WORK

- a. SJCOE STEM Programs will provide the following services:

Specific Days and Times:

Date(s)	Location(s)	Topic	# of PD Days	Total Cost
2/22/2023	Jacobson Elementary	NGSS Implementation	1	\$2,000
4/29/2023	Jacobson Elementary	NGSS Implementation	1	\$1,000
5/17/2023	Jacobson Elementary	NGSS Implementation	1	\$1,000
Total Cost				\$4,000

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from February 3, 2023 – May 31, 2023.

III. COMPENSATION

- a. Professional learning costs (which include preparation, travel, and materials).
i. JE will pay SJCOE in the account of \$4,000 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

- a. Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Jacobson Elementary School. Jacobson Elementary School agrees to indemnify and hold harmless the County Superintendent, Board of



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

- b. San Joaquin County Office of Education agrees to make no claim against Jacobson Elementary School for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Are you, any of your employees a sub-contractor of CalSTRS or CalPERS retiree?
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No
☐ Yes ☐ No

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

A. Cunial

Annie Cunial, Div. Director STEM Programs

02/14/2023

Date

JACOBSON ELEMENTARY SCHOOL

Derek Sprecksel

Derek Sprecksel, Principal

02/14/2023

Date

Warren Sun

Warren Sun, Div. Director of Operations

02/14/2023

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 1, 2023
SUBJECT: Approve Overnight Travel for Kimball High School HOSA: Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Sacramento, California, March 22-25, 2023

BACKGROUND: The Kimball High School (KHS) HOSA: Future Health Professionals members would like to attend the California State Leadership Conference March 22-25, 2023, which will be held at the SAFE Credit Union Convention Center in Sacramento, California. The KHS HOSA members will have the opportunity to compete in academic and skill oriented activities, submit members for special recognition, attend workshops, meet health industry and government leaders, and become a part of the larger state HOSA team. The members will be staying at the Hilton Sacramento Arden West in Sacramento, California. Transportation will be provided by school or charter bus, school vans or the advisor's private vehicle, and public ground transportation. Approximately 7 students will be participating, with supervision provided by the advisors Ryan Zamzow and Jesus Hector Landin, Teacher Chaperone Ana Salazar, and the Cal-HOSA event staff. Students and advisors would leave Wednesday, March 22, after 6:00pm and spend 3 nights in Sacramento and return to Kimball High School Saturday, March 25, after the conclusion of the Grand Awards Ceremony.

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

FUNDING: The cost per member is estimated at \$576.00 plus transportation cost. The cost includes \$120 for registration, \$455.68 for three nights in the hotel and approximately \$175. for transportation. These expenses will be covered by a combination of LCAP CTE

funds, ASB funds, and personal student funding for members electing to participate in this event. The estimated total cost will not exceed \$15,000.

RECOMMENDATION: Approve Overnight Travel for Kimball High School HOSA: Future Health Professionals Student Members and Advisors to Participate in the California State Leadership Conference in Sacramento, California, March 22-25, 2023.

Prepared by: Mr. Bill Maslyar, Principal, Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 24, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School and North Elementary School for the 2022-2023 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide tutoring, extensive social emotional counseling, and behavior services. TUSD schools and F.A.C.E.S. began a partnership in providing behavior technicians to meet the increased social emotional needs of students. F.A.C.E.S. offers campus support through tutoring and mentorship for all students on campus.

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily at Duncan Russell Community Day School and two academic tutors for 30 hours per week at North Elementary School for the remaining 2022-2023 school year. They will provide tutoring, mentorship, and behavior support to assist success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA's to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$124,000.00, will be paid from Title 1 Carry Over Funds

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School and North Elementary School.

Prepared by: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal and Mrs. Susan E. Hawkins, North Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 2 academic tutors to assist and support student academic achievement in the classroom. The academic tutor will provide tutoring 30 hours a week. Services will include academic tutoring, mentorship, behavior support, positive development of academic skills and confidence.

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

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

- a. District shall pay \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 80,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 15, 2023, and shall terminate on May 26, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Title

Address

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 academic tutor/behaviorist to assist and support student academic and behavior achievement in the classroom. F.A.C.E.S. will provide services 32.5 hours a week. Services will include academic tutoring, mentorship, behavior support, positive development of academic skills and confidence.

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 100 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Duncan Russell CDS.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$44,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on March 15, 2023, and shall terminate on May 26, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

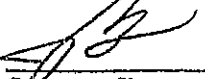
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature
83-0818579
IRS Identification Number

CEO
Title

401 E. Main Street
Address
Stockton CA, 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 02, 2023
SUBJECT: Approve Increase in Funding for Summa Academy NPS for the Remainder of the 2022-2023 School Year

BACKGROUND: Board approval is requested to increase funding to support the Non-Public School (NPS) placement of Special Education students at Summa Academy. The District's Special Education administration contracts with Summa Academy for the 2022-2023 school year to provide placement pursuant to students and their IEP. Approval is necessary to continue our contract and remain compliant with the IEP.

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

FUNDING: A request to increase funding in the amount of \$50,000.00 is being requested to help cover costs for the remainder of the 2022-2023 school year. Expenses for this contract will not exceed \$132,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Increase in Funding for Summa Academy NPS for the Remainder of the 2022-2023 School Year.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 21, 2023
SUBJECT: **Approve Agreement for Contract Services between Freedom Soul Media Education Initiatives and West High School for the 2022-2023 School Year**

BACKGROUND: Tyson Amir is the founder of Freedom Soul Media Education Initiatives, a Bay Area based company. Mr. Amir is also an author, poet and educator who brings a message of self-worth to students. His interactive facilitated sessions will provide an opportunity for students to develop deeper connections with each other in a diverse setting. He uses relevant framework that is common core and content standard aligned. West High students will have an opportunity to experience this interactive commentary during our SBAC testing assemblies.

RATIONALE: West High would like to address student social and emotional health and awareness of the diverse cultures represented on our campus. West High would like to bring in Freedom Soul Media Educational Initiatives as one proactive strategy during our SBAC testing on April 28, 2023. Here at West High, we are constantly seeking ways to support our students. This aligns with Strategic Goal #2 Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The cost for this experience will be a flat rate of \$3,000 for 2 assemblies. The funding source is the LCAP fund under Goal 2 (originally targeted for Challenge Day).

RECOMMENDATION: Approve Agreement for Contract Services between Freedom Soul Media Education Initiatives and West High School for the 2022-2023 School Year.

Prepared by: Ms. Annabelle Lee, West High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Freedom Soul Media Education Initiatives, 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 two 50 minute interactive facilitated assemblies on April 28, 2023, during SBAC testing. His relevant common core and content standard aligned framework will provide an opportunity for students to develop deeper connections with each other on our diverse campus.

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 two () [X] HOURS [] DAYS, under the terms of this agreement at the following location M.F. West, 1775 W. Lowell Ave. Tracy.

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

- a. District shall pay \$ 3,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 3,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 28, 2023, and shall terminate on April 28, 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, Annabelle Lee, at (209) 830-3370 x3010 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

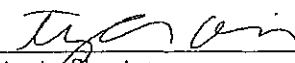
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 24, 2023
SUBJECT: Approve Agreement for Contract Services between Teen Truth, LLC
and West High School for the 2022-2023 School Year

BACKGROUND: Teen Truth is an educational services company focused on empowering student voice, enhancing school culture, and building student resilience. They have designed their assemblies to promote the social and emotional development of our students.

RATIONALE: West High would like to bring Teen Truth to campus during SBAC testing as a proactive strategy to build school culture, empower student voice, and improve mental health across our campus. Here at West High, we are constantly seeking ways to support students. This aligns with Strategic Goal #2 Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: The cost for this experience will be a flat rate of \$4,200 for two fifty-minute assemblies. The funding source is the LCAP fund under Goal 2 (originally targeted for Challenge Day).

RECOMMENDATION: Approve Agreement for Contract Services between Teen Truth, LLC and West High School for the 2022-2023 School Year.

Prepared by: Ms. Annabelle Lee, West High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Teen Truth, 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: Teen Truth will present an assembly presentation, include video elements of Teen Truth content and an inspirational talk on the issues featured in duration and a maximum of two presentations during the school day on April 24th.

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 two (2) ☒ HOURS ☐ DAYS, under the terms of this agreement at the following location 1775 W. Lowell Ave.

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

- a. District shall pay \$4,200.00 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$4,200.00. 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 \$N/A for the term of this agreement.
- c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on April 24, 2023, and shall terminate on April 24, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

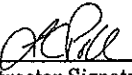
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:




Contractor Signature
71-0920288

IRS Identification Number
CEO

Title
TEEN TRUTH

Address
746 Dayridge Dr.

Dripping Springs, TX 78620



Tracy Unified School District
2/23/23

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 27, 2023
SUBJECT: **Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the Mock Trial State Championship in Los Angeles, CA, on March 16-19, 2023**

BACKGROUND: The Tracy High School Mock Trial Team consisting of fourteen students, one Advisor, and one Coach will travel to Riverside, CA, for the State Championship. The Tracy High School team has earned first place in Mock Trial for San Joaquin County and has advanced to the state level of competition. An additional Advisor and student, county artist award winner, will be joining us under the title of San Joaquin County Champions.

RATIONALE: The Mock Trial competition involves students in playing the roles of attorneys and witnesses in a courtroom presentation. This competition involves aspects of drama, debate, and critical thinking. The San Joaquin County Office of Education, in cooperation with other counties throughout the state, organizes and underwrites this program. This aligns with Strategic Goal #4 (Developing the Whole Student).

FUNDING: Lodging and transportation costs will total \$5000.00. The San Joaquin Office of Education will reimburse costs up to \$3000.00 and will also pay for entry fees. The Tracy Unified School District and Tracy High School will split the remaining costs of lodging and transportation. The cost of the additional advisor and student will be covered in the reimbursement from San Joaquin County and will be at no additional cost to Tracy Unified School District. Meals will be an individual responsibility for each student. Advisor meals will be paid by the District (approximately \$400.00).

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Mock Trial Team and Advisors to Attend the Mock Trial State Championship in Los Angeles, CA, on March 16-19, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Education Services
DATE: March 6, 2023
SUBJECT: Approve Agreement for Contract Services between ExploreLearning Reflex and North School for the 2022-2023 School Year

BACKGROUND: North Elementary School has a need for intervention in math. This school year, we would like to add ExploreLearning Reflex. ExploreLearning Reflex is a digital learning platform that is adaptive and individualized, tailored to each student's specific needs. The curriculum-based program includes fluency solutions across multiple grade levels, standardized assessments and a real-time diagnostic that gives educators the tools to provide intervention with an extremely focused outcome. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year.

RATIONALE: Assessment data, FastBridge assessments, and teacher feedback, has indicated the need to provide fluency solution support for students to address learning and support needs. In between FastBridge assessment windows, during intervention, and at home, we will utilize ExploreLearning Reflex, based on individual student needs to track progress and record growth.

FUNDING: The cost, not to exceed \$3,295.00, will be paid from North School's ELOG allocation.

RECOMMENDATION: Approve Agreement for Contract Services between ExploreLearning Reflex and North School for the 2022-2023 School Year.

Prepared by: Susan Hawkins, North School, Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and ExploreLearning, 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 North School with an ExploreLearning Reflex license

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 4 months () [] HOURS [] DAYS, under the terms of this agreement at the following location North School
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- District shall pay \$3,295.00 per [] HOUR [] DAY [X] **FLAT RATE**, not to exceed a total of \$3,295.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - 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/a for the term of this agreement.
 - District shall make payment on a [] **MONTHLY PROGRESS BASIS** [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on February 20, 2023, and shall terminate on June 30, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Susan Hawkins, at (209) 830-3350 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** [XX] **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:

Julia M. Given
Contractor Signature Title
38-3942548
IRS Identification Number
VP Finance
Title
110 Avon Street, Suite 300
Address
Charlottesville, VA 22902

Tracy Unified School District
3/2/2023
Date
01-7425-0-1110-1000-4300-340-2002
Account Number to be Charged
Department/Site Approval
Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 8, 2023
SUBJECT: **Approve Out of State Travel for Educational Services Staff to attend the Learning Forward Annual Conference in Orlando, Florida on June 25-28, 2023**

BACKGROUND: The International Center for Leadership in Education (ICLE) is connecting educators across the nation at the 31st Model Schools Conference. The model schools Conference is a reflection of the Rigor, Relevance, Relationships Framework that TUSD has adopted.

Below is a description of the training content:

Pre-Conference Sessions- ½ day sessions on Sunday, June 25

- **Increasing Belonging through Positive Relationships**
Learn research-based strategies to create environments where positive relationships drive powerful learning including relationship building, mental well-being of students and staff, and determining curriculum connections that represent students.
- **Sustaining a High-Functioning Classroom**
Explore how to create a learning environment with strategies for transitioning from one activity to the next, setting clear goals, managing effectively, and applying key culturally responsive practices.
- **Curating Your Culture**
This session will prepare leaders to purposefully develop a culture and provide no-cost, practical methods that can be used immediately. Network, collaborate, and leave feeling prepared, confident, and empowered to positively impact your school's culture to improve student outcomes.
- **Embracing Personalized Learning**
Shift your thinking from the "what" to the "who" to emphasize personal ownership of learning through relevant contexts and applications. Explore blended strategies and examples of personalized learning with and without technology in any classroom.
- **Equity-Based Leadership (with Dr. Joshua P. Starr)**
When district reforms are conceived with social justice in mind, schools move toward fulfilling the longstanding promise of equitable education in America. Effective

collaboration between superintendents, central office system leaders, school board members and stakeholders is imperative for school and student success. This experience provides: learning multiple entry points for executing on equity-based leadership, considering resource allocation according to vision and need, applying a system of talent management for retaining great educators, using data insights to drive decision making and understanding the levers of positive school system culture.

RATIONALE: The Educational Services Department and School Principals are charged with developing and supporting the Rigor, Relevance, and Relationships for all students and teachers at their perspective schools in Tracy Unified. The Learning Forward sessions will support the TUSD Educational Leaders in learning together on how to address the challenges within our current system; how to measure the impact of rigor, relevance, and relationships to increase student achievement, develop positive learning environments, and a culture of learning for all students. This agenda item supports all three District Strategic Goals: #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; #2 Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The conference cost will total up to \$37,400.00 for up to 11 attendees and includes conference registration, lodging, transportation, and some meal costs. Lunches are included in the conference. Costs will be paid from District ESSER 2 funds.

RECOMMENDATION: Approve Out of State Travel for Educational Services Staff to attend the Learning Forward Annual Conference in Orlando, Florida on June 25-28, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 8, 2023
SUBJECT: Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and North School for the 2022-2023 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE, SEL, at North School will support the site's efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. PIQE, SEL, will introduce families to the importance of Social Emotional Learning and its impact on student's success in school and life. The five domains of social-emotional health are explained along with the implementation strategies to help support SEL at home. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap and Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The program will be paid with Title I and EL (0710) funds not to exceed a total of \$12,500.00

RECOMMENDATION: Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and North School for the 2022-2023 School Year.

Prepared by: Susan Hawkins, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for Quality Education (PIQE), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: PIQE will provide its Social Emotional Learning Program (SEL) for parents/guardians of students enrolled at North School. PIQE will offer the program online through ZOOM.

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 \$12,500.00 () [] HOURS [] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$12,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$12,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 23, 2023, and shall terminate on May 17, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Susan Hawkins at (209) 830-3350 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:

Gilbert M. Executive Director
Contractor Signature Title

33-0259359
IRS Identification Number

Executive Director
Title

3641 Mitchell Rd. Sk. H.
Address

Ceres CA 95307

(209) 238-9496

Tracy Unified School District

3/8/2003
Date

01-3010-0-1110-1000-4300-340-3002
Account Number to be Charged
01-0710-0-1110-1000-4300-340-3002

Department/Site Approval

Budget Approval

Date Approved by the Board



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Susan Hawkins, School Principal
From: Gabriela Rios, Executive Director
Date: February 28, 2023

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **North Elementary School** agree as follows:

RECITALS

- A. Scope of Services: PIQE will provide its **Social Emotional Learning Program (SEL)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to introduce the importance of social emotional learning health and its impact on student's success in school and life.
- B. Time of Class: Morning _____ Evening ☒ 6:00pm _____
- C. Type of Class: Virtual (V) _____, Hybrid (H) ☒ _____, In-Person (P) _____
- Hybrid** – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person
- D. **Virtual and Hybrid Services:** For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- E. Session Dates: **March 22, 2023 - May 17, 2023**

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

- F. Compensation: a flat fee of **\$12,500.00** for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- G. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.
- H.

Location: **TBD**

School funding: Title I and EL

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. Initials: SA

I accept these services at **North Elementary School** under the terms and conditions noted.

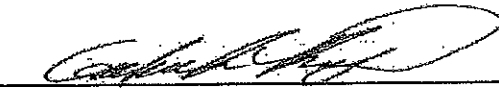


Susan Hawkins, School Principal

3-9-23

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 3, 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>
Lee, Annabelle Principal	WHS	06/30/2023	Accepted the position of Principal at Tracy Independent Study Charter School and District Alternative Programs
Romo, Anita	DEC	02/20/2023	Accepted the position of Personnel Technician for Classified Employees

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alexander, Rhyan Teacher	Freiler	06/30/2023	Personal
Anderson, Eric Teacher	TISCS	06/30/2023	Personal

Cox, Devon Teacher	Villa	06/30/2023	Personal
French, Pamela Teacher	WMS	05/26/2023	Personal
Justman, Anne Marie Teacher	MVMS	06/30/2023	Personal
Kucma, Linda Teacher	Tracy High	06/30/2023	Personal
MacLeod, Lindsay Teacher	West High	05/26/2023	Personal
Miramontes, Vanessa Teacher	SWP	05/26/2023	Personal
Murray, James Teacher	North School	02/28/2023	Personal
Wilson, Karen Teacher	North School	06/30/2023	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Grezzo, Marisa Teacher	KHS	05/31/2023	Retirement
Gust, Julieanne Teacher	SWP	05/31/2023	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Chavez, Elizabeth Para Educator I	CES	3/8/2023	Accepted IEP Para position
Montalvo, Michele Clerk Typist I	MVMS	3/22/2023	Accepted Attendance Clerk position
Noll, Elizabeth Para Educator I	VES	3/1/2023	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 3, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Lee, Annabelle

Romo, Anita

BACKGROUND:

Alejado, Karen Keolani

Nichols, Zackary

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Tracy Independent Study Charter School
Principal of Tracy Independent Study Charter
School and District Alternative Programs
LME Class 56, Step E
Fund: TISCS (80%) General (20%)

Personnel Technician for Classified Employees
Human Resources
LMH Class 13, Step E
Fund: General

CERTIFICATED

Poet Christian School
English Language Arts (Replacement)
"B" Class VI, Step 1 \$72,426.00
Fund: General

West High School
Social Science (Replacement)
"B" Class V, Step 1 \$67,884.00
Fund: General

BACKGROUND:

Chavez, Elizabeth

Mendoza, Angelina

Montalvo, Michelle

Mora, Mariza

Pinto, Denise

CLASSIFIED

IEP Para Educator (New)
West High School
7 hours per day
Range 24, Step E - \$20.99 per hour
Fund: Special Education

IEP Para Educator (New)
McKinley Elementary School
6 hours per day
Range 24, B - \$18.25 per hour
Fund: Special Education

Middle School Attendance Clerk (Replacement)
Monte Vista Middle School
8 hours per day
Range 31, Step E - \$24.73 per hour
Fund: General

IEP Para Educator (New)
Monte Vista Middle School
6.25 hours per day
Range 24, Step B - \$18.25 per hour
Fund: Special Education

Food Service Worker I (Replacement)
Williams Middle School
6 hours per day
Range 25, Step E - \$21.49 per hour
Fund: Child Nutrition – School Program

BACKGROUND:

Gonzales, Jennifer

Pasquale, Bryce

Ramsey, Brian

Wescott, Marc

COACHES

Assistant Coach – Swimming
Kimball High
\$3289.22

Assistant Coach – Track & Field
Tracy High
\$4176.66

Assistant Coach – Track & Field
Tracy High
\$5012.00

Boys' Varsity Golf
Kimball High
\$4,522.69

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: March 3, 2023
SUBJECT: **Certify that Provisions of Section 5593 Regarding Coaches Have Been Met**

BACKGROUND: Section 5594 of Title 5, California Code of Regulations requires that by April 1 of each school year, all local governing boards shall certify to the State Board of Education that the provisions of Section 5593 have been met.

RATIONALE: All coaches currently employed by the Tracy Unified School District meet the qualifications of Section 5593.

This agenda item meets Strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None

RECOMMENDATION: Certify that Provisions of Section 5593 Regarding Coaches Have Been Met.

Prepared by: Karina Soto, Personnel Technician.

Name	Position	Season	School	Sport	Level
Agapie, George	Coach	Nov-Mar	KHS	Soccer	Boys-Frosh/Soph
Aguilar, Julie	Coach	Feb-June	THS	Softball	Frosh
Aguilera, Michael	Coach	Nov-Mar	THS	Soccer	Boys-Varsity
Albright, Ashley	Coach	Aug-Dec	KHS	Pep Squad	Asst. Advisor - Fall
Albright, Ashley	Coach	Nov-Mar	KHS	Pep Squad	Asst. Advisor - Winter
Allen-Trombley, Jennifer	Coach	Aug-Dec	KHS	Cross Country	Asst. Coach
Alvarado, Salvador	Coach	Feb-June	THS	Baseball	Frosh
Anastasio, Jillian	Coach	Feb-June	KHS	Volleyball	Varsity- Boys
Anastasio, Stephen	Coach	Feb-June	KHS	Volleyball	Soph- Boys
Anderson, John	Coach	Aug-Dec	WHS	Tennis	Girls Varsity
Anderson, John	Coach	Feb-June	WHS	Tennis	Boys Varsity
Andrews, Garrett	Coach	Aug-Dec	WHS	Football	Varsity Asst
Andrews, Joshua	Coach	Aug-Dec	WHS	Football	Varsity Asst
Aptaker, Lee	Coach	Nov-Mar	WHS	Basketball	Varsity Girls
Barbontin-Jimenez, Cristian	Coach	Nov-Mar	WHS	Soccer	Boys Soph
Barnett, Dorvez	Coach	Nov-Mar	KHS	Basketball	Girls-Frosh
Barreto, Mateo	Coach	Aug-Dec	KHS	Water Polo	Asst. Coach
Baumann, Frank	Coach	Aug-Dec	THS	Volleyball Girls'	Soph
Behnam, Arash	Coach	Nov-Mar	WHS	Soccer	Girls Varsity
Bigler, Justin	Coach	Feb-June	KHS	Softball	Varsity Head
Bogetti, Clayton	Coach	Nov-Mar	THS	Wrestling	Boys' Asst. Coach
Boyer, Nathan	Athl. Dir.	All Year	KHS		Athl. Dir.
Bravo, Rogelio	Coach	Nov-Mar	WHS	Wrestling	Asst Coach Girls'
Burrell, Stanley	Coach	Aug-Dec	WHS	Football	Soph Asst.
Burroughs, Rachel	Coach	Feb-June	THS	Softball	Sophomore
Butler, Jessica	Coach	Nov-Mar	KHS	Pep Squad	Advisor - Winter

Butler, Jessica	Coach	Aug-Dec	KHS	Pep Squad	Advisor - Fall
Cherry, Kevin	Coach	Nov-Mar	KHS	Basketball	Girls-Soph
Coatney, Monique	Coach	Aug-Dec	KHS	Dance	Advisor - Fall
Coatney, Monique	Coach	Nov-Mar	KHS	Dance	Advisor - Winter
Colbert, Logan	Coach	Nov-Mar	KHS	Wrestling	Asst Coach
Corbett, Jonathan	Coach	Nov-Mar	WHS	Wrestling	Head Coach
Cueva, Genaro (Junior)	Coach	Nov-Mar	THS	Basketball	Varsity-Boys
DeHaro, Adam	Coach	Feb-June	THS	Baseball	Soph
Dennington, Arden	Coach	Nov-Mar	THS	Wrestling	Girls' Asst Coach
Dennington, Brandon	Coach	Nov-Mar	THS	Wrestling	Head Coach
Diaz, Alex	Coach	Nov-Mar	KHS	Wrestling	Head Coach
Doerksen, Steve	Coach	Aug-Dec	KHS	Volleyball	Girls' Varsity
Dorado, Abel	Coach	Nov-Mar	WHS	Soccer	Boys Varsity
Doran, Rebekah	Coach	Aug-Dec	THS	Water Polo	Asst Coach
Doran, Rebekah	Coach	Feb-June	THS	Swimming	Varsity Head
Eaton, Derek	Coach	Nov-Mar	THS	Basketball	Girls-Varsity
Ebojo, Catherine	Coach	Aug-Dec	THS	Volleyball Girls'	Varsity
Edwards, William	Coach	Aug-Dec	WHS	Football	Varsity Head
Escobar, Alyssa	Coach	Nov-Mar	THS	Basketball	Girls-Freshman
Escobar, Zackery	Coach	Aug-Dec	THS	Football	Varsity Asst.
Espino, Felipe	Coach	Aug-Dec	KHS	Tennis	Girls Varsity
Espino, Felipe	Coach	Feb-June	KHS	Tennis	Boys-Varsity
Evans, Justin	Coach	Aug-Dec	THS	Football	Varsity Asst.
Farfan, David	Coach	Feb-June	WHS	Baseball	Varsity
Fernandez, Aeden	Coach	Nov-Mar	THS	Soccer	Boys Frosh/Soph
Fielsch, Mischelle	Coach	Aug-Dec	THS	Tennis	Girls-Head Coach
Fielsch, Mischelle	Coach	Feb-June	THS	Tennis	Boys-Varsity

Galindo, Rodrigo	Coach	Feb-June	KHS	Softball	Soph
Garcia, Isabella	Coach	Aug-Dec	WHS	Pep Squad	Advisor-Fall
Garcia, Isabella	Coach	Nov-Mar	WHS	Pep Squad	Advisor-Winter
Garcia, Salvamar	Coach	Nov-Mar	WHS	Basketball	Girls Soph
Garibaldi, Alberto	Coach	Nov-Mar	KHS	Basketball	Boys-Varsity
Gates, Paul	Coach	Aug-Dec	KHS	Football	Varsity Asst.
Gibson, Jimmy	Coach	Aug-Dec	THS	Volleyball Girls'	Frosh
Gibson, Jimmy	Coach	Feb-June	THS	Volleyball	Boys' Varsity
Gibson, Jimmy	Coach	Feb-June	THS	Volleyball	Boys' Soph
Gonzalez, Agustin	Coach	Feb-June	WHS	Softball	Varsity
Gonzales, Jennifer	Coach	Feb-June	KHS	Swimming	Asst. Varsity
Grace, Demarquis	Coach	Aug-Dec	KHS	Football	Soph Head
Graves, Derek	Coach	Aug-Dec	KHS	Football	Varsity Head
Guillen, Marcus	Coach	Aug-Dec	THS	Football	Frosh-Head
Guillen, Nelson	Coach	Aug-Dec	THS	Football	Soph Asst.
Hall, Steve	Coach	Aug-Dec	THS	Football	Soph Asst.
Harrison, Dominique	Coach	Aug-Dec	WHS	Football	Varsity Asst
Harrison, Dominique	Coach	Nov-Mar	WHS	Basketball	Frosh Boys
Hashimoto, Stuart	Coach	Nov-Mar	WHS		Athletic Dir
Hayley, Chris	Coach	Nov-Mar	KHS	Basketball	Boys-Soph
Heinen, Casey	Coach	Aug-Dec	KHS	Water Polo	Head Coach Boys
Heinen, Casey	Coach	Aug-Dec	KHS	Water Polo	Head Coach Girls
Heinen, Casey	Coach	Feb-June	KHS	Swimming	Varsity Head
Hupman, Tida	Coach	Aug-Dec	WHS	Cross Country	Asst. Coach
Hupman, Tida	Coach	Nov-Mar	WHS	Soccer	Girls Soph
Hupman, Tida	Coach	Feb-June	WHS	Track	Asst. Coach
Ibeji, Friday	Coach	Nov-Mar	KHS	Soccer	Girls-Varsity
Jamero, Nicholas	Coach	Feb-June	WHS	Swimming	Varsity Asst
Jeffery, Donald	Coach	Nov-Mar	WHS	Basketball	Frosh Girls

Jimenez, Alejandro	Coach	Nov-Mar	THS	Basketball	Frosh-Boys
Kalis, Phillip	Coach	Nov-Mar	THS	Soccer	Girls-Varsity
Keeney, Bryce	Coach	Feb-June	WHS	Volleyball	Boys Soph
Keeney, Paulette	Coach	Feb-June	THS	Softball	Varsity
Knighten, Jamaris	Coach	Aug-Dec	WHS	Football	Soph Head
Labasan, Mission	Coach	Nov-Mar	THS	Basketball	Boys-Soph
Lafever, Ernest	Coach	Feb-June	KHS	Baseball	Soph
Larios, Gissel	Coach	Aug-Dec	WHS	Volleyball	Girls' Soph
Lassiter, Bryce	Coach	Nov-Mar	KHS	Soccer	Boys-Varsity
Lemos, Michael	Coach	Aug-Dec	THS	Football	Frosh Asst
Madison, Robert	Coach	Nov-Mar	KHS	Basketball	Boys-Frosh
Martin, Shelby	Coach	Aug-Dec	WHS	Volleyball	Girls' Frosh
McKey, Larry Justin	Coach	Aug-Dec	KHS	Football	Frosh Asst
Morris, Jessica	Coach	Aug-Dec	WHS	Water Polo	Girls Head Coach
Morris, Jessica	Coach	Aug-Dec	WHS	Water Polo	Boys Head Coach
Muniz, Theodore	Coach	Feb-June	THS	Baseball	Varsity Head Coach
Murray, Lindsey	Coach	Feb-June	THS	Swimming	Asst Swimming
Murray, Lindsey	Coach	Aug-Dec	THS	Water Polo	Girls' Head Coach
Nunn, Michael	Coach	Feb-June	KHS	Track	Asst. Coach
Orlanes, Angelaia	Coach	Aug-Dec	KHS	Volleyball	Girls' Frosh
Parks, Brandon	Coach	Nov-Mar	WHS	Basketball	Varsity Boys
Pasquale, Bryce	Coach	Feb-June	THS	Track	Asst. Coach
Peltz, David	Coach	Feb-June	WHS	Baseball	Sophomore
Perez, Jaime	Coach	Aug-Dec	THS	Cross Country	Varsity
Perry, Nathan	Coach	Nov-Mar	THS	Soccer	Girls-Soph
Pombo, Richard	Coach	Feb-June	KHS	Baseball	Varsity Head
Pribble, Jeffery	Coach	Aug-Dec	THS	Football	Varsity-Head
Ramos, Adrian	Coach	Aug-Dec	KHS	Football	Varsity Asst.
Ramsey, Brian	Coach	Feb-June	THS	Track	Asst. Coach

Ransom, Katia	Coach	Aug-Dec	KHS	Football	Soph Asst.
Renshaw, David	Coach	Feb-June	WHS	Track	Asst Coach
Rhinehart, Mackenzie	Coach	Aug-Dec	THS	Pep Squad	Asst. Advisor - Fall
Rhinehart, Mackenzie	Coach	Nov-Mar	THS	Pep Squad	Asst. Advisor - Winter
Rios, David	Coach	Nov-Mar	KHS	Soccer	Girls Frosh/Soph
Sanchez, Julie	Coach	Aug-Dec	KHS	Volleyball	Girls' Soph
Sauers, Shannon	Coach	Aug-Dec	KHS	Football	Varsity Asst.
Seierup, Erik	Coach	Nov-Mar	THS	Basketball	Girls-Sophomore
Shafi, Shahid	Coach	Nov-Mar	WHS	Wrestling	Asst Coach Boys'
Shelton, Nathaniel	Coach	Aug-Dec	THS	Football	Soph-Head
Shelton, Nathaniel	Coach	Feb-June	THS	Track	Head Coach
Shelton-Zaragoza, Bobielyn	Coach	Feb-June	THS	Track	Asst. Coach
Shrout, Matthew	Coach	All Year	THS		Athletic Dir
Shrout, Matthew	Coach	Aug-Dec	THS	Football	Varsity Asst.
Shrout, Matthew	Coach	Feb-June	THS	Swimming	Asst. Swimming
Soares, Sheila	Coach	Aug-Dec	THS	Dance	Advisor - Fall
Soares, Sheila	Coach	Aug-Dec	THS	Pep Squad	Advisor - Fall
Soares, Sheila	Coach	Nov-Mar	THS	Dance	Advisor - Winter
Soares, Sheila	Coach	Nov-Mar	THS	Pep Squad	Advisor - Winter
Solano, Derek	Coach	Aug-Dec	THS	Golf	Girls-Varsity
Solano, Derek	Coach	Feb-June	THS	Golf	Boys-Varsity
Spoulos, Brooke	Coach	Aug-Dec	WHS	Dance	Advisor - Fall
Spoulos, Brooke	Coach	Nov-Mar	WHS	Dance	Advisor - Winter
Sundquist, Derek	Coach	Aug-Dec	WHS	Volleyball	Girls' Varsity
Sundquist, Derek	Coach	Feb-June	WHS	Volleyball	Boys Varsity
Tate, Daniel	Coach	Aug-Dec	KHS	Football	Frosh Asst
Thompson, Larry	Coach	Aug-Dec	KHS	Football	Soph Asst.
Torma, Austin	Coach	Aug-Dec	WHS	Football	Soph Asst.
Traylor, Marc	Coach	Nov-Mar	WHS	Basketball	Boys Soph

Trew, Tahnee	Coach	Aug-Dec	THS	Water Polo	Boys-Head Coach
Trombley, Benjamin	Coach	Aug-Dec	KHS	Cross Country	Head Coach
Trombley, Benjamin	Coach	Feb-June	KHS	Track	Head Coach
Turpin, Michael	Coach	Nov-Mar	KHS	Basketball	Girls-Varsity
Vallotton, David	Coach	Feb-June	KHS	Track	Asst. Coach
Vaughn, Leconte	Coach	Aug-Dec	KHS	Football	Frosh Head
Vega, Victor	Coach	Feb-June	KHS	Track	Asst. Coach
Villa, Abel	Coach	Feb-June	KHS	Track	Asst. Coach
Villafuerte, Ralph	Coach	Feb-June	KHS	Baseball	Frosh
Waters, Cassidy	Coach	Feb-June	WHS	Swimming	Varsity Head
Weagley, Melissa	Coach	Aug-Dec	THS	Cross Country	Varsity Assistant
Wescott, Marc	Coach	Aug-Dec	KHS	Golf	Girls Varsity
Wescott, Marc	Coach	Feb-June	KHS	Golf	Boys Varsity
Wichman, Casey	Coach	Aug-Dec	WHS	Golf	Varsity Girls
Wichman, Casey	Coach	Feb-June	WHS	Golf	Varsity Boys
Williams, Melinda	Coach	Feb-June	WHS	Softball	Soph
Williams, Theodore	Coach	Aug-Dec	WHS	Cross Country	Head Coach
Williams, Theodore	Coach	Feb-June	WHS	Track	Head Coach
Yerian, Jake	Coach	Aug-Dec	THS	Football	Frosh Asst
Zamzow, Ryan	Coach	Feb-June	KHS	Swimming	Asst. Varsity



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 2, 2023
SUBJECT: Approve 2022-23 and 2023-24 Transportation Plan

BACKGROUND: Tracy Unified School District's plan for offering transportation services to its pupils pursuant to the requirements in Education Code Section 39800.1. This plan describes the services for the 2022-23 and 2023-24 school years.

Home-to-School (HTS) Transportation Reimbursement was implemented by Assembly Bill (AB) 181 (Chapter 52, Statutes of 2022) and amended by AB 185 (Chapter 571, Statutes of 2022). It provides reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

RATIONALE: To provide reimbursement funding for school districts and county offices of education (COEs) based on the prior year eligible transportation expenditures and prior year Local Control Funding Formula (LCFF) transportation related add-on funding.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve 2022-23 and 2023-24 Transportation Plan.

Prepared by: Anthony Flores, Director of Maintenance, Operations, and Transportation.



Tracy Unified School District Transportation Plan

2022-23 and 2023-24

Contact Name and Title	Email and Phone
Anthony Flores, Director of Maintenance, Operations and Transportation	anthonyflores@tusd.net 209-830-3216

The following is the Tracy Unified School District's plan for offering transportation services to its pupils pursuant to the requirements in Education Code Section 39800.1. This plan describes the services for the 2022-23 and 2023-24 school years. Prior to April 1 each year, the plan will be updated for the following school year.

Plan Descriptions

General Summary of the transportation services the Tracy Unified School District provides.

Tracy Unified School District provides school bus transportation as a service within school district boundaries and is provided from the nearest school bus stop to the student's "Home School" based on the student's home address. Boundaries are defined as an approximate two-mile radius for TK-8 students and two-and-a-half-mile radius for 9-12 students from the student's home address. The current cost for a round trip full year bus pass for the school year is \$360.00. Semester and one-way plans are also available. School Bus Transportation of students (except for students who have an IEP requiring transportation) is not a requirement by law in the State of California and is provided as a service to the families of Tracy Unified School District who are within the Board Approved Busing Areas. While our transportation services and bus stops are limited, we have attempted to provide the best services available within our limited resources.

Description of the Tracy Unified School District 's transportation services that are accessible to pupils with disabilities and homeless children and youth.

Pupils with disabilities and Special Education students who's Individualized Education Plan (IEP) designates curb-to-curb transportation are eligible for free transportation services. Transportation is also available free of charge for homeless and McKinney-Vento students.

Description of how unduplicated pupils access available home-to-school transportation at no cost to the pupils.

Tracy Unified School District provides Free or Reduced cost bus transportation for our Unduplicated student population. To qualify for Free or Reduced bussing the parent or guardian is required to provide a copy of the Food Services Department verification letter. The Food Services Department verification letter confirms your student qualifies for the Free or Reduced cost program. If Food Services Department verification letter cannot be provided, Transportation Department will attempt to verify the information through the district, provided parent or guardian has completed the income verification process.

Description of how the Tracy Unified School District will prioritize planned transportation services for pupils in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive, and pupils who are low income.

Tracy Unified School District offers bussing to our transitional kindergarten and K-6 students. Tracy Unified School District will continue to prioritize their safe and efficient transportation to and from school. Tracy Unified School District prioritizes our low-income students to guarantee they receive the best opportunity to attend school daily.

Description of how plan was developed in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents, pupils, and other stakeholders.

Tracy Unified School District's Transportation Department has sought educational partner engagement through surveys, virtual meetings and public forums. Feedback was taken into consideration as to how to provide equitable and safe transportation for Tracy Unified School District's students.

On February 1, 2023, the District held a virtual meeting with members of the City of Tracy Transportation Authority and members from San Joaquin Environmental Health Department. During the meeting the City of Tracy stated they are looking to add transportation to students who reside within the 2.5-mile busing boundary. This transportation would be free of charge to all students. Environmental Health department says we are in good standing with all our past site inspections.

The District sent out a staff survey to all TUSD employees and were asked to rank on a scale of 1-5 a series of questions pertaining to the quality and safety of the Transportation Department.

The Transportation Department received high marks (4s and 5s) in two key targets: 1. The School District provides transportation for Unduplicated Students and 2. The School District provides transportation for students who have Special Needs. We also received high marks for bus driver safety and having a fleet that is mechanically sound, both of which provide students with safe and reliable transport to-and-from school. An area we received lower marks was school district boundaries where our 2.5-mile radius may affect students within our boundary from receiving transportation. We are working with the City of Tracy to help fill those areas and give access to transportation.

On February 15, 2023, the District held an open forum meeting where we invited parents/guardians, business owners and students to join us for a discussion regarding the Transportation Plan. The District received feedback from 17 families regarding the use of a bus stop outside of the city, concerns with the potential delay in receiving the Food Service letter for free-and-reduced bus transportation and improving communications between the Transportation office and parents. All feedback received has been taken into consideration in the development of this plan.

In addition community and staff had the opportunity to provide input both virtually and in person at a regularly scheduled board meeting.

Plan Adoption Date*
March 14, 2023

*Option to Provide Public Comments Remotely Was Available

Estimated Expenditures

The following tables provide an estimate of the expenditures necessary to carry out the transportation plan.

2022-23 School Year

Expenditure Category (Object Code)	Estimated Expenditures
Certificated Supervisors and Administrators Salaries (1300)	[\$ 0.00]
Classified Salaries (2200-2400)	3,909,515.65
Employee Benefits (3101-3902)	1,958,021.56
Books and Supplies (4200-4400)	1,183,367.88
Services and Other Operating Expenditures (5100-5900)	177,608.04
Capital Outlay (6400-6500) *	[\$ 0.00]

2023-24 School Year

Expenditure Category (Object Code)	Estimated Expenditures
Certificated Supervisors and Administrators Salaries (1300)	[\$ 0.00]
Classified Salaries (2200-2400)	3,966,116.35
Employee Benefits (3101-3902)	1,977,968.55
Books and Supplies (4200-4400)	1,218,868.92
Services and Other Operating Expenditures (5100-5900)	182,936.28
Capital Outlay (6400-6500) *	[\$ 0.00]

*Capital Outlay is excluded from the home-to-school transportation reimbursement funding.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 22, 2023
SUBJECT: Certify 2022-2023 Fiscal Year Second Interim Report

BACKGROUND: Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the Second Interim Report document.

Labor negotiations have been completed for all bargaining groups for the 2022-23 school year. In addition, it should be noted that the district has been experiencing declining enrollment of approximately 250 students per year.

Based on current assumptions, the Second Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

FUNDING: The second interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

RECOMMENDATION: Certify 2022-2023 Fiscal Year Second Interim Report.

Prepared by: Tania Salinas, Associate Superintendent for Business Services



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 28, 2023
SUBJECT: Approve the Purchase of Additional Rational Ovens for the Tracy High Kitchen

BACKGROUND: Tracy Unified Food Services plans to purchase additional ovens for Tracy High School valued at \$50,040.73, which is under the state and federal bid threshold.

RATIONALE: Approval of this agenda item gives authorization to the Food Service Director to purchase the equipment. This additional equipment is necessary due to a 40% increase in meal participation at Tracy High. This will allow food service staff to improve the quality of food served and provide better customer service to the students.

FUNDING: Funding for this purchase is made through the Food Services Department Budget, using Cafeteria Fund 13. There will be no impact to the General Fund.

RECOMMENDATION: Approve the Purchase of Additional Rational Ovens for the Tracy High Kitchen.

Prepared by: Brandy Campbell, Food Service Director.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Michelle Daniel, Director of School Business Support Services and Purchasing
DATE: March 01, 2023
SUBJECT: Adopt Resolution 22-13 to Accept the Department of General Services
Resolution to Acquire Surplus Property

BACKGROUND: The State of California, Department of General Services (DGS), Office of Fleet and Asset Management offers to all state agencies and lead educational agencies (LEA's), the ability to acquire surplus property at no-cost, reduced or discounted governmental rates.

RATIONALE: The attached resolution and application, provided by the Department of General Services, along with its list of the district assigned signatories would allow for Tracy Unified School District to either receive or directly acquire surplus equipment offered through the State of California's surplus initiatives program.

FUNDING: No Funding Implications

RECOMMENDATIONS: Adopt Resolution 22-13 to Accept the Department of General Services Resolution to Acquire Surplus Property.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #22-13**

ACCEPT THE DEPARTMENT OF GENERAL SERVICES RESOLUTION;

No Funding Implications

1. Authority and Reasons for Adopting this Resolution.

BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed in the attached application included shall be and is (are) hereby authorized as Tracy Unified School District representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of any incidental fees by the surplus property agency under the Terms and Conditions accompanied with the application and its submission to the State of California.

2. What This Resolution Does.

This Resolution makes an action regarding the authority of acquiring surplus property through the State of California, Department of General Services (DGS), Office of Fleet and Asset Management and or any agency authorized to provide surplus property through California State governance.

NOW, THEREFORE, BASED ON THE INFORMATION CONTAINED IN, REFERRED TO, OR INCORPORATED INTO THIS RESOLUTION, AS WELL AS THE EVIDENCE PRESENTED TO THIS BOARD AT THIS MEETING, THE TRACY UNIFIED SCHOOL DISTRICT'S BOARD OF EDUCATION HEREBY, FINDS, RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

PASSED AND ADOPTED, THIS 14TH DAY OF MARCH, 2023, BY THE FOLLOWING VOTE:

AYES: NOES: ABSTAIN: ABSENT:

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District

STATE OF CALIFORNIA
APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

In completing this form please print or type information.

A. Name of Organization Tracy Unified School District Telephone 209-830-3200
Address 1875 W. Lowell Ave City Tracy County San Joaquin Zip 95376
E-Mail Address tsalinas@tusd.net Fax Number 209-830-3269

1. Application is being made as a (please check one) (a) Public agency ☐ or (b) qualified nonprofit and tax-exempt organization ☐. Check all spaces that apply and provide all requested data.

B. PUBLIC AGENCY: Check either state ☐ or local ☒

☐ Conservation
☐ Economic Development
☒ Education
Grade Level K-12
(Preschool, K-12, college)
Enrollment 13,582
No. of faculty 1,636
No. of days in school year 180
☐ Parks & Recreation
☐ Public Health
☐ Public Safety
☐ Two or more of above
☐ Other (specify) _____

NONPROFIT AGENCY OR ORGANIZATION:

☐ Education
Grade Level _____
(Preschool, K-12, college)
☐ School for the mentally or physically handicapped
Enrollment _____
No. of faculty _____
No. of days in school year _____
No. of school sites _____
☐ Educational radio or television station
☐ Museum
☐ Library
☐ Medical institution
☐ Hospital
☐ Health center
☐ Clinic
☐ Other (specify) _____

1. Are the applicant's services available to the public at large? Yes If only a specified group of people is served, please indicate who comprises this group. _____

2. Checklist of signed and completed documents submitted with this application:

- ☒ SASP Form No. 202 "Resolution," properly signed and approved by the Governing Board designating representatives, including their signatures, authorized to bind the applicant organization to service fees submitted by the State of California.
☒ SASP Form No. 203, nondiscrimination compliance assurance.
☒ Certification Regarding Debarment, Suspension, Ineligibility, & Voluntary Exclusion as required by the General Services Administration of the U.S. Government.
☒ Other statements or documentation required, as may be specified.

Printed Name and Title of Administrator or Director: Tania Salinas Associate Superintendent for Business Services
Date: _____ Signature of Administrator or Director: _____

FOR STATE SURPLUS AGENCY USE ONLY

Application approved _____ Application disapproved _____

Comments or additional information: _____


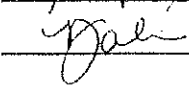
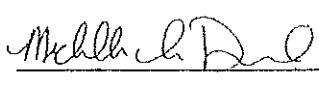

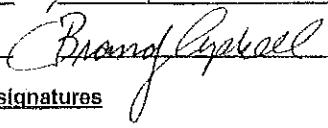
Date: _____ Signed: _____

Donee Number: _____ Billing Code: _____

Governor Gavin Newsom

RESOLUTION

"BE IT RESOLVED by the Governing Board, and hereby ordered that the official(s) and/or employee(s) whose name(s), title(s), and signature(s) are listed below shall be and is (are) hereby authorized as our representative(s) to acquire surplus property through the auspices of the California State Agency for Surplus Property and accept responsibility for payment of incidental fees by the surplus property agency under the Terms and Conditions accompanying this form or listed on the reverse side of this form."

NAME (Print or Type)	TITLE	SIGNATURE	E-MAIL ADDRESS
A. Rob Pecot	Superintendent		rpecot@tUSD.net
Tania Salinas	Assoc. Sup. for Business Services		tsalinas@tUSD.net
Michelle Daniel	Dir. of School Business Support Services and Purchasing		mdaniel@tUSD.net
Anthony Flores	Dir. of Maintenance, Operation and Transportation		anthonyflores@tUSD.net
Brandy Campbell	Director of Food Services		bcampbell@tUSD.net

***Note: All signatures must be in original form. No copied or stamped signatures**

B. The above resolution was PASSED AND ADOPTED this _____ day of _____, 20____, by the Governing Board of the:

Tracy Unified School District by the following vote: AYES: _____; NOES: _____; ABSENT: _____
Agency Name

I, _____ Clerk of the Governing Board known as Tracy Unified School District

Do hereby certify that the foregoing is a full, true and correct resolution adopted by the governing board of the below named organization at the meeting thereof held at its regular place of meeting on this date and by the vote above stated, a copy of said resolution is on file in the principal office of the Governing Board.

Signed by: _____

Tracy Unified School District

Name of Organization

1875 W. Lowell Ave

Mailing Address

Tracy
City

95376
Zip Code

San Joaquin
County

NOTE: ALL LOCAL GOVERNMENT & NON-PROFIT INCORPORATED ORGANIZATIONS HAVE A GOVERNING BOARD, THEREFORE COMPLETE ONLY SECTIONS "A" & "B". THE FOLLOWING SECTION "C" IS FOR STATE AGENCIES ONLY

C. AUTHORIZED this _____ day of _____, 20____, by: _____
Signature of Administrative Officer

Printed Name of Chief Administrative Officer _____ Title _____

Organization Name _____ Street Address _____

City _____ ZIP Code _____ County _____

STATE OF CALIFORNIA AGENCIES ARE REQUIRED TO PROVIDE THEIR STATE BILLING CODE: _____

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
OFFICE OF FLEET AND ASSET MANAGEMENT
CASASP 203 (Rev 5/2018)

ASSURANCE OF COMPLIANCE WITH GSA REGULATIONS UNDER TITLE VI OF
THE CIVIL RIGHTS ACT OF 1964, SECTION 606 OF TITLE VI OF THE FEDERAL
PROPERTY AND ADMINISTRATIVE SERVICES ACT OF 1949, AS AMENDED,
SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED,
TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, AS AMENDED
AND SECTION 303 OF THE AGE DISCRIMINATION ACT OF 1975

Tracy Unified School District, (hereinafter called the "donee"),
(Name of donee organization)

HEREBY AGREES THAT the program for or in connection with which any property is donated to the donee will be conducted in compliance with, and the donee will comply with and will require any other person (any legal entity) who through contractual or other arrangements with the donee is authorized to provide services or benefits under said program to comply with, all requirements imposed by or pursuant to the regulations of the General Services Administration (41 CFR 101-6.2) issued under the provisions of Title VI of the Civil Rights Act of 1964, Section 606 of Title VI of the Federal Property and Administrative Services Act of 1949, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and Section 303 of the Age Discrimination Act of 1975, to the end that no person in the United States shall on the ground of race, color, national origin, sex, or age, or that no otherwise qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the donee received Federal assistance from the General Services Administration; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

The donee further agrees that this agreement shall be subject in all respects to the provisions of said regulations; that this agreement shall obligate the donee for the period during which it retains ownership or possession of any such property; that the United States shall have the right to seek judicial enforcement of this agreement; and, this agreement shall be binding upon any successor in interest of the donee and the word "donee" as used herein includes any such successor in interest.

Date _____ Tracy Unified School District
Donee Organization

BY _____
(President/Chairman of the Board
or comparable authorized official)

Tracy Unified School District
1875 W. Lowell Ave
Tracy Ca 95376
Donee Mailing Address

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the General Services Administration regulations implementing Executive Order 12549-41 CFR 105-68 – for all lower tier transactions meeting the requirements stated at 41 CFR 105-68.110.

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of rule implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which

this transaction originated. 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NAME OF DONEE APPLICANT Tracy Unified School District

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Tania Salinas Associate Superintendent for Business Services

SIGNATURE

DATE

**Certifications and Agreements including Terms, Conditions, Reservations and Restrictions to be included
On Agency Issued or Distribution Documents**
The Donee Certifies That:

- 1) It is a public agency; or an approved non-profit institution or organization, exempt from taxation under Section 501 of the Internal Revenue Code of 1986; within the meaning of Section 203(j) of the Federal Property and Administrative Services Act of 1949, as amended, and the regulations of the General Services Administration (GSA).
- 2) The property is needed and will be used by the recipient for carrying out for the residents of a given political area one or more public purposes, or, if a nonprofit tax-exempt institution or organization or 8(a) business, the property is needed for and will be used by the recipient for educational or public health purposes, or for programs for older individuals, or for business purposes. The property is not acquired for any other use or purpose, or for sale or other distribution; or for permanent use outside the State, except with prior approval of the CSASP.
- 3) Funds are available to pay any and all costs and charges incidental to the receipt of surplus property, and that property is not being acquired for any other use(s) or purpose(s), is not for sale. The fee schedule is available upon request from the CSASP.
- 4) Any transaction shall be subject to the nondiscrimination regulations governing the donation of federal surplus personal property issued under Title VI of the Civil Rights Act of 1964 (41 USC 2000d-2000d-4a), as amended, section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, section 303 of the Age Discrimination Act of 1975, and the Civil Rights Restoration Act of 1987.
- 5) If the Donee is designated by the Federal Small Business Administration 8(a) Program as a socially and economically disadvantaged small business and the SBA and CSASP have both determined the Donee is eligible to receive federal surplus property as a donation, the Donee certifies that the property acquired is needed and will be used solely for the conduct of the Donee's business enterprise; and the Donee certifies to A. (3), (4) and (5),

The Donee Agrees to the Following Federal Conditions:

- 6) All items of property, other than items with a unit acquisition cost of \$5000 or more and passenger motor vehicles, regardless of acquisition cost, shall be placed in use for the purpose(s) for which it was acquired within one year or receipt, and shall be placed in continuous use for one year from the date the property was placed in use. In the event the Donee does not place the property in use, or continuous use, the Donee shall immediately notify the CSASP, and, at the Donee's expense, make the property available for transfer or other disposal as directed by the CSASP.
- 7) Special handling or use limitations as are imposed by Federal GSA on any item(s) under which the item(s) are being allocated to the Donee.
- 8) In the event the Donee does not use the property as required by Sections C (1) and (2) below, at the option of the GSA, title and right to the possession of such property shall revert to the United States of America and, upon demand, the Donee shall release such property to such person as GSA or its designee shall direct.

B) The Donee Agrees to the Following Conditions Applicable to Items with a Unit Acquisition Cost of \$5,000 or More and Passenger Motor Vehicles, Regardless of Cost. Except Vessels 50 Feet or More in Length and Aircraft Regardless of Acquisition Cost:

- 1) The property shall be placed in use within one year of receipt, and shall be used only for the purpose(s) for which it was acquired and for no other purpose(s).
- 2) There shall be a period of restriction which will expire after such property has been used for the purpose(s) for which it is acquired for a period of 18 months from the date the property is placed in use, except for such item(s) of major equipment for which the CSASP designates a further period of restriction.
- 3) In the event the property is not so used as required by Sections C (1) and (2), at the option of the CSASP, title and right to the possession of such property shall, at the option of the CSASP, revert to the State of California, and the Donee shall release such property to such person as the CSASP shall direct.

C) The Donee Agrees to the Following Terms, Reservations and Restrictions:

- 1) From the date it receives the property and throughout the time period(s) imposed by Sections B and C (as applicable) remain in effect, the Donee shall not sell, trade, lease, lend, bail, cannibalize, encumber, or otherwise dispose of such property, or remove it permanently, for use outside the State of California, without the prior approval of GSA or the CSASP. The proceeds from any sale, trade, lease, loan, bailment, encumbrance or other disposal of the property, when the GSA or the CSASP authorizes such action, shall be remitted promptly by the Donee to GSA or the CSASP, as applicable. If the Donee takes action in ignoring or disregarding the foregoing restrictions after the date the Donee received the property and before expiration of the time periods imposed by Sections C or D as applicable, at the option of the GSA or the CSASP, the Donee shall pay to the GSA or the CSASP any proceeds derived from the disposal, and/or the fair market or rental value of the property at the time of such unauthorized disposal as determined by the GSA or the CSASP as applicable.
- 2) If at any time, from the date the Donee receives the property throughout the time periods by Sections B and C as applicable, the Donee determines that some or all of the property is no longer suitable, usable, or further needed for the purpose(s) for which it was acquired, the Donee shall promptly notify the CSASP and shall, as directed by the CSASP, return the property to the CSASP, or release the property to another Donee or another state agency, or a department or agency of the United States, or sell or otherwise dispose of the property. The Donee shall remit the proceeds from the sale promptly to the CSASP.
- 3) The Donee shall make reports to the CSASP which shall state the use, condition, and location of the property, and shall report on other pertinent matters as may be required from time to time by the CSASP.
- 4) At the option of the CSASP, the Donee may abrogate the conditions set forth in Section B and the terms, reservations and restrictions pertaining in Section D by payment of an amount as determined by the CSASP.

D) The donee Agrees to the Following Conditions, Applicable to all Items of Property:

- 1) The property acquired by the Donee is on an "As Is," "where is" basis, without warranty of any kind.
- 2) If the Donee carries insurance against damages to or loss of property due because of fire or other hazards, and the damage to, loss or destruction to donated property with unexpired terms, conditions, reservations or restrictions, occurs, the CSASP will be entitled to reimbursement from the Donee out of the insurance proceeds, in an amount equal to the unamortized portion of the fair value of the damaged or destroyed donated property.

E) Terms, conditions, reservations and restrictions set forth in the Conditional Transfer Document executed by the authorized Donee representative are applicable to the donation of Aircraft and Vessels of 50 Feet or more in length having an acquisition cost of \$5,000 or more in length or more, regardless of the purpose for which acquired.

STATE OF CALIFORNIA
APPLICATION FOR ELIGIBILITY
STATE & FEDERAL SURPLUS PROPERTY PROGRAM

Pursuant to Federal Regulation 28 C.F.R. §§ 42.401 - 42.415, a recipient is mandated to report to the Federal Government the racial and national origins of all persons within your service area. You are therefore asked to supply the Office of Fleet and Asset Management with the race and national origins of individuals you serve in your service area (It may be helpful to refer to the US Census to determine the racial makeup of your service area at www.factfinder.census.gov/). This form must be completed and returned with the rest of the eligibility packet in order to qualify for the Federal Surplus Property Program. Your answers on this form in no way affect your eligibility; however, not returning the form will delay the processing of your application.

American Indian or Alaskan Native 0.36%	Persons having origins in any of the tribal people of North America, and who maintain cultural identification through tribal affiliation or community recognition.
Asian / Pacific Islander 19.89%	Persons having origins in any of the original peoples of the far east, Southeast Asia, Pacific Islands, or the Indian Subcontinent. This includes China, Japan, Korea, The Philippines, and Samoa.
Black 5.15%	Persons having origins in any of the black racial groups of Africa.
Hispanic 54.11%	Persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White 14.66%	Person having origins in any of the original people of Europe, North Africa, or the Middle East.
Other 5.83%	(Specify) <u>Multi Ethnic (non hispanic)</u>

Print Name Tania Salinas

Title Associate Superintendent for Business Services

Signature _____

Date _____

Tracy Joint Unified

County	San Joaquin
District	Tracy Joint Unified List of active district's schools
CDS Code	39 75499 0000000
District Address	1875 West Lowell Ave. Tracy, CA 95376-2291 Google Map
Mailing Address	1975 West Lowell Ave. Tracy, CA 95376-2238
Phone Number	(209) 830-3200
Fax Number	(209) 830-3204
Email	Information Not Available
Web Address	www.tracy.k12.ca.us
Superintendent	Dr. Robert Pecot Superintendent (209) 830-3201 Ext. 1004 rpecot@tUSD.net
Chief Business Official	Tania Salinas Associate Superintendent of Business Services (209) 830-3200 Ext. 1101 tsalinas@tUSD.net
Status	Active
District Type	Unified School District
Low Grade	P
High Grade	Adult
NCES/Federal District ID	0600047
CDS Coordinator (Contact for Data Updates)	Michael Bunch (209) 830-3260 Ext. 1303 Request Data Update(s)
Last Updated	August 11, 2022

Directory Disclaimer

The California School Directory and related public school and district data files (collectively referred to as the "Directory"), contain information about California schools, districts, and school/district administrators that is voluntarily self-reported by local education agencies (LEAs) to the California Department of Education (CDE) as a public convenience. Because the information is voluntarily self-reported, the Directory does not contain information for every LEA and the information that is in the Directory may be outdated or have errors, omissions, typos and other inaccuracies. Therefore, information, or the absence of information, in the Directory should not be relied upon for any purpose and should be used only to contact the LEA. The CDE makes no representation or warranty, express or implied, with respect to Directory information.

For information regarding LEA accreditation, please visit the US Department of Education's [Accreditation and Quality Assurance](#) web page.



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: March 6, 2023
SUBJECT: Approve Revisions to the Governance Team Handbook

BACKGROUND: The Board held a special meeting/board workshop on February 21, 2023. During that meeting, the Board reviewed the Governance Team Handbook and discussions were held on Board protocols and how the board would like to proceed.

RATIONALE: This handbook represents the outcome of the information and procedures concluded from that special meeting.

FUNDING: There is no cost.

RECOMMENDATION: Approve Revisions to the Governance Team Handbook.

Prepared by: Dr. Rob Pecot, Superintendent.



BUSINESS SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: March 2, 2023
SUBJECT: **Approve and Appoint Screening Committee for Kimball High School Theater**

BACKGROUND: Board Policy 7310 states that “Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310.” It was approved at the February 28th Board meeting to begin the naming process for the Kimball High School Theater.

RATIONALE: In accordance with Board Policy 7310, the Board must appoint two individuals who will serve on the committee to name the Kimball High School Theater.

FUNDING: There is no cost

RECOMMENDATION: Approve and Appoint Screening Committee for Kimball High School Theater.

Prepared by: Dr. Rob Pecot, Superintendent.