

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MARCH 28, 2023

PLACE: DISTRICT EDUCATION CENTER
BOARD ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

TUSD board meetings are held in person.

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

TIME: 6:15 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, B. MacDonald,
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.

3.2 Educational Services:
3.2.1 Finding of Facts: 22/23#82, 22/23#83, 22/23#51, 22/23#84, 22/23#86
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#22-23/#32
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Graduation: THS #10322303
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.4 Approve Funding for Tuition Reimbursement and Attorney Fees Per Parent Confidential Settlement Agreement
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.5 Approve Funding for Educational Services and Attorney's Fee Per Confidential Settlement Agreement
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Settlement Agreement with Certificated Employee
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Unpaid Leave of Absence for Classified Employee, #UC-444
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Release Probationary Classified Employee #UCL-445 Para Educator II | |

- 3.3.4 Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
Consider Leave of Absence Request for Certificated Employee: #UC-1335. Pursuant to Article XX
- 3.3.5 Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
Public School Employment: Superintendent
- 3.3.6 Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
Consider Public Employee/Employment/Discipline/Dismissal/Release
- Action:** Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 3.3.7 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a Action Taken on Finding of Facts: 22/23#82, 22/23#83, 22/23#51, 22/23#84,
3.2.1 22/23#86
Action: Motion__ Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6b Report Out of Action Taken on Reinstatements: AR#22-23/#32
3.2.2
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6c Report Out of Action Taken on Early Graduation: THS #10322303
3.2.3
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6d Report Out of Action Taken on Approve Funding for Tuition Reimbursement and
3.2.4 Attorney Fees Per Parent Confidential Settlement Agreement
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6e Report Out of Action Taken on Approve Funding for Educational Services and
3.2.5 Attorney's Fee Per Confidential Settlement Agreement
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6f Report Out of Action Taken on Consider Settlement Agreement with Certificated
3.3.1 Employee
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6g Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee, #UC-444
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6h Report Out of Action Taken on Release Probationary Classified Employee
3.3.3 #UCL-445 Para Educator II
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__
- 6i Report Out of Action Taken on Consider Leave of Absence Request for
3.3.4 Certificated Employee: #UC-1335. Pursuant to Article XX
Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

7. Approve Regular Minutes of March 14, 2023

1-6

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

Approve Special Minutes of March 22, 2023

7-13

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

8. Student Representative Reports:

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

8.2 Monte Vista Middle School: Emma Bravo, Jazlee Larez Robles; **Kelly School:** Katianne Ha, Luke Camero, Jr. Mendoz.

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

9.1 Alternative Education Campus

9.2 Stein High School Basketball Team

9.3 Recognize the Outstanding Employees of the Spring Term for the 2022-2023 School Year **14**

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 an Update on the California Expanded Learning Opportunity Program (ELO/ELO-P) **15-16**

10.2.2 Receive Report on Instructional Materials Adoptions **17-18**

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:

12.1 Administrative & Business Services:

12.1.1 Public Hearing to Gather Pre-Map Input on Trustee Areas **19**

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 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 **20-21**

13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **22-23**

13.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 13.2.1 | Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 23-24 School Year | 24-30 |
| 13.2.2 | Approve Out of State Travel for K-8, K-5 Principals and Superintendent to attend the Level Up Your Leadership Conference in National Harbor, Maryland on July 9-12, 2023 | 31-33 |
| 13.2.3 | Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-2023 School Year | 34-37 |
| 13.2.4 | Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-2023 School Year | 38-41 |
| 13.2.5 | Approve Revised School Site Plan and Budget for the Remainder of the 2022 - 2023 School Year | 42 |
| 13.2.6 | Approve Increase in Funding for (SEC) Stockton Educational Center Non-Public School (NPS) for the Remainder of the 2022-2023 School Year | 43 |
| 13.2.7 | Approve Staffing Service Agreement between Therapy Travelers LLC & 3 Chords Inc. dba Therapy Travelers and Tracy Unified School District for the 2022-2023 School Year (Separate Cover) | 44-45 |
| 13.2.8 | Approve Overnight Travel for the Tracy High School Girls Varsity 1600m Relay Team to Participate in the Arcadia High School Invitational in Arcadia, CA on April 7 – April 8, 2023 | 46 |
| 13.2.9 | Approve Agreement for Contract Services with Faith in Action Community Education Services (FACES) and the Prevention Services Department for the remainder of the 2022-2023 School Year | 47-50 |
| 13.2.10 | Approve Overnight Travel for the West High Track Team and Coaches to Attend the Track Invitational in Arcadia, Ca. April 6-9, 2023 | 51 |
| 13.2.11 | Approve Overnight Travel for the West High Track Team and Coaches to Attend the West Coast Relays in Fresno, CA March 31-April 1, 2023 | 52 |

13.3 Human Resources:

- | | | |
|---------------|--|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 53-55 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 56-58 |
| 13.3.3 | Approve the Calendar Listings for Certificated and Classified for the 2023-2024 School Year | 59-61 |

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

- | | | |
|---------------|--|--------------|
| 14.1.1 | Accept the Fiscal Year 2021-22 Annual Financial Audit (Separate Cover) | 62-67 |
|---------------|--|--------------|
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.

14.1.2 Adopt Resolution No. 22-15 for the Joint-Use Agreement and Lease Between Tracy Unified School District and Community Medical Centers, Inc. (Separate Cover) **68-70**

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

14.1.3 Adopt Resolution No. 22-16 to Award and Approve the Agreement for the Villalovo Elementary School Increment No. 1 Project **71-80**

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

14.1.4 Adopt Resolution No. 22-17 to Award and Approve the Agreement for the Villalovo Elementary School Increment No. 2 Project **81-90**

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

14.1.5 Adopt Resolution No. 22-18 to Award and Approve the Agreement for the Modular Building Expansion Project at Various Sites, (Tracy Unified School District ELOP Bldgs.) **91-100**

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

14.2 Educational Services:

14.2.1 Approve Adoption of Instructional Materials **101**

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

14.3 Human Resources:

14.3.1 Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2023-2024 School Year **102-103**

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

14.3.2 Acknowledge Receipt of California School Employee Association Sunshine Proposal for the 2022-2023 School Year **104-105**

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

14.3.3 Approve Tentative Agreement with CSEA for the Revised Job Description of Utility Person II **106-109**

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

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

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

17. Board Meeting Calendar:

17.1 April 25, 2023

17.2 May 9, 2023

17.3 May 23, 2023

17.4 June 13, 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, March 14, 2023**

- 6:15 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert
Absent: J. Silcox
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Approve School Site Safety Plans for the
3.1.1 2023-24 School Year
Action: **Vote:** Yes-5; No-0; Absent-1 (Silcox).
6b Action Taken on Finding of Facts: 22/23#73, 22/23#74, 22/23#75,
3.2.1 22/23#76, 22/23#77, 22/23#78, 22/23#79, 22/23#80, 22/23#81
Action: Hawkins, Fagin **Vote:** Yes-5; No-0; Absent-1 (Silcox).
6c Report Out of Action Taken on Reinstatements: AR#22-23/#31
3.2.2
Action: **Vote:** Yes-5; No-0; Absent-1 (Silcox).
6d Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Classified Employee, #UC-443
Action: **Vote:** Yes-4; No-1 (Alexander); Absent-1 (Silcox). Board Denied
6e Report Out of Action Taken on Approve Resolution #22-14 Regarding
3.3.2 the Release and/or Reassignment of Employees #UC-1333 and #UC-1334
Action: No vote, item pulled.
- Minutes:** 7. **Approve Regular Minutes of February 28, 2023.**
Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-1 (Silcox).
- Audience:** Reed Call, Lori Nelson, Tanya Calderon, Anthony Flores, Jacqui Nott, Zachary Boswell, Pia De Rosa, Bill Maslyar, Jason Noll, Walter Gouveia, Mercedes Silveira, Erika Nunez, Debra Schneider, Yesenia Huerta
- Student Rep Reports:** 8.1 **West High FFA:** Nicolle Guadarrama's career development event this year is Poultry Judging, where you compete against other chapters around California, evaluating poultry products. She is also raising a market lamb for the 2023 AG Fest. Tonight, they are showcasing their pathways in opportunities available to their members. Remus Kubik, past state champion, informs she is also currently raising a market lamb. During this experience she is learning the responsibilities of caring for an animal. She is also one of four people who are caring for a market swine for AG Fest that is taking place at the San Joaquin County Fair Grounds this June. This

is her second year showing a pig at AG Fest and it has been a great experience. They have four people raising goats, one raising a lamb, and three people raising poultry for the same event. Eliana Zepeda is a high placing individual in nursery and landscape. She is speaking on behalf of the Floral Pathway at WHS where she is learning the basics of putting together floral arrangements. As they advance, they are working with live products which they distribute to local customers. There are many ways to be involved in and outside of their chapter. She also participates in the schools Nursery Landscape CDE which builds horticultural skills through competing. February 28th through March 3rd, their chapter president, Joselyn Silveira went to Sacramento's Leadership Experience, a conference that was only open to 75 seniors across California. It allowed students to participate in a mock legislative process. February 1st, they held their annual speaking contest, members from within the section, came to compete.

8.2 Tracy High FFA: Katie Morelos, Tracy High FFA Chapter Treasurer, and Payton Ulloa, Vice President shared what has been happening since they last presented to the board. At the end of October, they had the opportunity to travel to Indianapolis, Indiana for the 95th Annual FFA Convention. While there, they went to the Indianapolis Motor Speedway, visited the Louisville Slugger Museum, attending a session, and so much more. In January, they had three students submit their state FFA degree application, all three students will be receiving their State FFA degree. This degree is the highest honor bestowed by the state. The students will be honored at an awards ceremony in upcoming months. They had a great turnout at their Tracy FFA Foundation Crab Feed and are very grateful for the community that came out and supported their chapter. They were honored during a board of supervisors meeting, in which their own Kathy Morelos started the pledge of allegiance. The proclamation was to honor FFA week. Some upcoming effects include attending the 95th Annual State FFA conference later this week, volunteering at AG Venture in Tracy and volunteering to help at the Tracy Breakfast Lions cioppino feed. On Thursday, their advisors will be taking 13 students to the state conference in Ontario, CA. At the Tracy AG Venture we will give local third graders a chance to see, hear, smell, and touch agriculture; a chance they might not otherwise have.

Recognition & Presentations:

9.1 Tracy Adult School: Adult School Principal, Sam Strube, presented along with current and past adult school students Leila Alie, Safia Safi, and Erika Nunez. In the city of Tracy, there are 7,155 adults with less than a high school diploma. Also 9,230 adults who speak English less than well (as categorized by the 2020 Census). Adult School is a state funded program and a school of community need. They offer state designed and funded programs which include ESL, Citizenship Preparation, Adult Basic Education, High School Diploma, and High School Equivalency Certification. They also offer a Credit Recovery program where students from high schools in the district are able to make up 'F' grades. Their current enrollment is at 1,600. The ESL students participate in an ESL Café, in which, students have a class where they learn to work with the public, handle money, and sell breakfast snacks. Adult School offers technology for ESL students, teaching them computers, etc. They are partners with Delta College, offering transitions to certificate programs and assistance with job placement. Some students are currently participating in dual enrollment, where they are enrolled at the adult school while taking classes and earning credits at Delta College.

Laila Alie, came into the US one year and eight months ago. She has been taking classes for eight months now and, during this time, has worked in the ESL Café. She loves the classes and teachers and has learned a lot from them. Safia Safi is from Afghanistan and arrived to the US eight months ago. She began learning English online and then switched to in person classes. She is now able to give this speech because of the support received from the teachers and school. Erika Nunez, moved to Tracy a year ago. She originally went to the adult school to enroll her son who was short on credits. Erika did not have a diploma; she was a young teenage mom and didn't finish school. The staff at the adult school strongly encouraged her to enroll in the program and they continued to encourage her every week while she attended classes. Erika was offered a grant that was only available to her if she received a high school diploma. She was able to obtain her diploma, pass her state test, and now is a mental health specialist working with Sow a Seed with an opportunity to become a supervisor. This wouldn't have been possible if the Tracy Adult School did not support and encourage her. The adult school is very special to her.

**Information &
Discussion Items:**

10.1 Administrative & Business Services:

10.2 Educational Services:

10.2.1 Receive Report on Instructional Materials Adoptions

Dr. Debra Schneider, Director of the Instructional Media Center explained their process for instructional material adoptions. The course of focus is Introduction to Law. There was only one program suitable for this high school course, McGraw Hills Street Law: A Course in Practical Law. Mr. Donovan Pruitt is in his fourth year at KHS, with nineteen years in education. He taught an equivalent of this class at another district, which was part of an academy in criminal law and justice. The book is broken down into 45 chapters, it covers the entire field of law, including criminal, juvenile, family, consumer, and environmental law. It provides a diverse scope of cases and real-world scenarios to engage students in analytical thinking with project-based learning along the way. Materials are available for public viewing in the IMC through March 22.

**Hearing of
Delegations**

11. None.

Public Hearing:

12.1 None.

Consent Items:

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

Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-1 (Silcox).
13.2.10 Approved as Amended.

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (January 2023) (Separate Cover)

13.1.2 Approve Payroll Reports (January 2023)

13.1.3 Approve Revolving Cash Fund Reports (January 2023)

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

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

13.2 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

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

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

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

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

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

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

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

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

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

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

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 Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

Action Items:

14.1 Administrative & Business Services:

14.1.1 Approve 2022-23 and 2023-24 Transportation Plan

Action: Hawkins, Fagin Vote: Yes-5; No-0; Absent-1 (Silcox).

Tania Salinas, Associate Superintendent for Business Services, provided information regarding the Second Interim Report, which includes data as of January 31st, 2023. The Second Interim Report is a snapshot in time which covers November 1 through January 31 each fiscal year. The report must include a certification of whether or not the district is able to meet its financial obligations. The certifications are classified as positive, qualified, or negative. Our three-year projection includes a positive certification. The district has a net deficit spending over the next three years, however, as pointed out, deficit spending up to 3 million is considered a balanced budget. In our third year out, we are projecting a deficit of \$13 million dollars. This report shows us, the district needs to be cautious in what we are spending, looking two years out. TUSD, along with educational partners, prioritize all expenditures to maintain a balanced budget through the LCAP process. We will continue to anticipate changes to maintain fiscal responsibility.

14.1.2 Certify 2022-2023 Fiscal Year Second Interim Report (Separate Cover)

Action: Hawkins, Fagin Vote: Yes-5; No-0; Absent-1 (Silcox).

14.1.3 Approve the Purchase of Additional Rational Ovens for the Tracy High Kitchen

Action: Fagin, Hawkins Vote: Yes-5; No-0; Absent-1 (Silcox).

14.1.4 Adopt Resolution 22-13 to Accept the Department of General Services Resolution to Acquire Surplus Property

Action: Fagin, Alexander Vote: Yes-5; No-0; Absent-1 (Silcox).

14.1.5 Approve Revisions to the Board Governance Handbook (Separate Cover)

Action: Hawkins, Alexander Vote: Yes-5; No-0; Absent-1 (Silcox).

14.1.6 Approve and Appoint Screening Committee for Kimball High School Theater

Action: Motion to Appoint Student Emma Sawin: Abercrombie, Fagin.

Vote: Yes-5; No-0; Absent-1 (Silcox).

Motion to Appoint Trustee Zachary Hoffert: Hoffert, Fagin.

Vote: Yes-5; No-0; Absent-1 (Silcox).

The committee will consist of Principal, Traci Mitchell; Former Administrator, Casey Goodall; Parent/Teacher, Laura Nunes, Secretary, Audrey Harrison; Board Trustee, Zachary Hoffert; Student, Emma Sawin. Administrator, Tania Salinas, will serve as the Chairperson.

14.2 Educational Services: None.

14.3 Human Resources: None.

Board Reports:

Trustee Hoffert thanked everyone for coming out, he enjoyed the presentations. Trustee Fagin thanked everyone for being a participant in helping our students be successful, this is his main goal. Trustee Alexander thanked everyone for coming out, she enjoyed the presentations. Trustee Hawkins thanked the audience for coming out to see what is going on in the district. He enjoyed learning more about what is happening within our adult school program. Trustee Abercrombie thanked and congratulated Mr. Moehnke from West High School. He invited him to the robotics event this weekend and took the time to explain the scoring system. It was an incredible event, and it was awesome to see the kid's excitement. He also congratulated the KHS Drama Club, they did a Krispy Kreme fundraiser and made

\$1,800! Trustee Abercrombie also wanted to particularly thank Mr. Michael Stagnaro and Ms. April Jacobs who were involved in a hearing with some disrespectful people and they were very respectful and represented Tracy Unified very well. From the Parks and Rec Commission in the City of Tracy, they are moving forward with a rec center that will be at El Pescadero Park. This will be a great asset to that area, students at North will love going there. They also recommended approving a BMX course at Clyde Bland Park near Freiler school.

**Superintendent
Report:**

Dr. Pecot shared that we speak of inclusion and equity all the time in education; but to see it live, with students and adults coming in from different levels, it is refreshing. He is glad the Adult School program is so helpful to the community.

Adjourn: 7:45

Clerk

Date

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Wednesday, March 22, 2023**

- 5:45 PM:** 1. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 2. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, J. Silcox
Absent: Z. Hoffert
Staff: R. Pecot, T. Jalique, S. Smith
- 6:00 PM** President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 3. No action taken.
4. Adjourn to Open Session
5. Call to Order and Pledge of Allegiance
- Audience:** Walter Gouveia, Mercedes Silveira, Miyoka Masuda, Bobbie Etcheverry, Jacqui Nott, Ashley Fisher, Zach Boswell, Chris Munger
- Hearing of Delegations** 6. None.
- Action Items:** 7.1 **Administrative & Business Services:**
- 7.1.1 Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Term
- Each member was asked the following three questions and given up to three minutes to respond to each.
- Question 1:** Please introduce yourself and explain why you are interested in this position.
- Question 2:** Please describe your work experience or background that has prepared you to serve as a board member for Tracy Unified.
- Question 3:** What are two of the most important issues the district is facing that are unique to our district? What recommendation would you make to address it?
- Candidate Carrie Grover**
1. Ms. Grover is a Director for Tracy Interfaith Ministries and a parent of four children; two at WMS, one at WHS, and two that have graduated from WHS and KHS. She is applying to be on the school

board because she has a vested interest in making sure TUSD continues to be a great, safe place for our children. As a school board, we are responsible to make good decisions to help our students and spend our funds appropriately.

2. Her work experience includes running a nonprofit, and a lot of experience working with community members and sitting on a board. She currently sits on the Tracy Interfaith board, the Stockton Salvation Army board, and the Redbridge HOA board. She has a lot of experience working with children, in terms of volunteering in the schools, and experience working with people who have different ideas. She listens to the different sides, viewing budgets, and ensuring funds are spent well to serve the people.
3. She feels the one thing all schools are facing, coming out of the pandemic, is mental health challenges. TUSD can be a forerunner in making sure we are taking care of our kids and our teachers that are having a hard time. We need to be proactive and make sure the mental health challenges are addressed. As a board we can be proactive to make sure professionals are in the schools, proactively dealing with and supporting kids, providing counseling opportunities, giving academic resources, and identifying what resources they need. Recently Student Services reached out about a family that had truant kids due to lack of transportation. She got Tracy Interfaith involved; they donated bikes to assist them to get to school. They came up with solutions to assist them.

We need to make sure our district is retaining and attracting great teachers and that teachers want to come to work, stay in the district, and feel appreciated.

Candidate Navjot Kahlon

1. Ms. Kahlon is proud to stand before the board as a 1st generation American and first in her family to go to college. She attended North Elementary, MVMS, and WHS. Because of the guidance she received, she is living the American dream. She is a Senior Release Train Engineer for a bank, managing fraud technology. She believes every child in this city deserves a high-quality education and that her unique experiences and skills can help to bring success to TUSD.
2. She has over 10 years in pharma and banking as a technology professional. Today she works with over 20 teams; her job is to ensure they are meeting their goals and staying on track, making progress to meet their values. She believes collaboration is necessary for success. She has worked with many cultures, from different backgrounds, has a love for community service and is passionate about giving back to the community. This has helped her to become a well-rounded individual.
3. An issue we are facing is mental health. In 2021, the CDC looked at the number of children feeling anxiety and depression, the percentage had jumped tremendously from 2019. She was recently at WHS for an alumni event where she spoke to students about the importance of a

STEM line career. She could tell it was difficult for the students to engage face to face from what they faced during the pandemic. We need to proactively address mental health, working with local organizations, having workshops, and helping students to be successful.

Another concern is closing the achievement gap through interactions. She has received feedback from families and the challenges they have faced and has firsthand experience from being in Tracy schools with what the challenges and opportunities are. We need to provide more opportunities in curriculum and need to open up opportunities for students that do not want to pursue a higher education.

Candidate Shyam Nath

1. Mr. Nath has lived in Tracy since 2014. He is interested in being on the board because his wife is high school teacher, and he has two kids; one in middle school and one in high school. He has seen different aspects of student life in Tracy and feels he is in a position to give back to the community because his kids have been in TUSD. He has learned enough about the system that he can contribute effectively to the board.
2. He has 30 years of industry experience, working for companies such as Oracle, IBM, and General Electric. His volunteering roles started with leadership in college. He's worked on a board in a technology group and has been president of the Tracy Toast Masters, which provides education and communication skills. The combination of public sector and nonprofit organization have given him the experience to be valuable in this role.
3. Tracy has a high diverse population, with 42% Hispanic, with SWP offering dual language to support English learners. Teacher retention is a problem in recent years. He has brainstormed with his wife of how to retain or attract teachers. One way is to give teachers room to professionally grow in unusual ways, such as being able to work in an elective if they have the background. There are ways beyond salary that may help to attract quality teachers and he can come up with other recommendations. The City has housing programs, we can do loan forgiveness, create awareness amongst teachers, and offer them things that, are not the top of the list, but are important for a teacher to grow professionally and alleviate some of the problems that we are having attracting teachers.

Candidate Vincent Obiajulu

1. Mr. Obiajulu is a parent of four children that have all gone through TUSD, one of which still attends. He has worked with young people for over a decade in a more confined environment, juvenile detention. The reason he is interested in being a part of the school board is based

on his experience watching his kids go through school, monitoring them, and working in a juvenile facility. Some of the most gifted young people stray and end up in the facility. He has ideas to bring to the table, most specifically being actively involved, there are things he can help enhance what TUSD already has. TUSD has great leadership with some areas to tweak, such as, communication and enhancing programs that have to be tested to make sure they are evidenced based and age appropriate. Another area is to look at the curriculum and do more to help prepare students, even if they do not want to go to college, so they will have enough training to become productive members.

2. His work experience is working with young people and teachers. As a juvenile counselor he taught programs within the facility to help with drug and alcohol problems, which a lot of young people suffer from. He has collaborated with teachers, parents, and business leaders. There is a saying that says it takes a village to raise a child. Everyone needs to get involved because you have to ask yourself if, when we sit back, we feel we are comfortable in our homes. Do you want a neighbor that gets up every morning and goes to work or do you want to live near someone that has nowhere to go, selling drugs or hanging out with gang members? This is why we all have to get involved, because every child is important and has a gift, they have something to contribute to society. We need to help them to be successful and achieve skills that provide a decent living to be the best that they can be.

3. Communication is the number one issue. As a parent, he has found the communication is not transmitted effectively or is not worded properly. It is not reaching the parents. Sometimes he receives an email from the district but there is nothing there that catches his attention to know what it is all about.

He feels involvement is another issue. School board members need to be present in our communities and the students' activities, such as by showing up during the half time of a sport game, spend time telling the kids to have a great game, be seen and visible to the parents to eliminate the fear of the unknown. If you can match a face to that name, it helps the district.

Candidate Brian MacDonald

1. Mr. MacDonald is a lifelong Tracy resident; he was a student in TUSD and now has children in the school district. He has been a youth coach for 20 years and has dealt with hundreds of kids in the district. In the daytime, he is a Director for Parks and Recreation for the City of Tracy. He is looking forward to serving his community; his goal is to leave this community better off and give youth the opportunity to be

better. TUSD has a good administration, he knows a lot of teachers and administrators personally and professionally. He is looking forward to an opportunity to make change and utilize his skills in public outreach, youth development, and putting children first.

2. He has been a youth coach and coached at THS 20 years ago, since then it has been a passion to work in this community. He worked in the district as a teacher, has a master's in public administration, and has worked with the City of Tracy for ten years. As the Parks and Recreation Director, his goal is to celebrate our past and present, and prepare for the future. It is important to set up our kids, teachers, and administration for success. A concern is the physical situation of the school district. He brings over 20 years in public budget experience. He's worked for City of Modesto, San Joaquin County, and as a Department Director in a public agency. He knows what it takes to work with an elected body. Our board members are policy makers that represent the goals and values of the community. His experience helped him prepare to be a board member, as well as having two kids of his own.
3. Safety is his first priority; it is a national issue. Working in his line of work, and with the Tracy Police Department, he believes campus safety is a current and future issue. The Police Department can be more involved and can help train parents and staff on safety protocols. He would highly encourage this as a board member, to continue working with the Tracy PD, and they are 100% behind this. We need to consider what other resources our administrators need to help with security, such as cameras and other ways to secure the campus physically that can be implemented.

Another concern is retaining qualified staff and what to do about declining enrollment and the reduction in our budget, and how to make the decisions to attract new staff that aren't from Tracy. One way would be to look at ways to offer housing assistance, or down payment programs, and look at other ways to retain those qualified educators. We cannot stop declining enrollment, but we can prioritize the programs knowing some may need to be eliminated.

Candidate Susan Murphy

1. Ms. Murphy has a daughter in first grade at Bohn School. She would like to give a different perspective as someone that has a kid in TUSD. She is interested in giving different ideas and sees a lot of things that can be worked on and would like to give a fresh perspective. She has worked in the PTO at Bohn and is involved in school site council. She would like to see the internal workings at the district and offer her perspective.

2. She used to work at Stanford in medical research and learned a lot. It was great to see what education can do and see what the world has to offer and to work with different cultures. This would help her on the board. She went to public and private schools and has experience in different types of education. Just being a people person can help her, she speaks with a lot of parents at Bohn, people like to speak with her to talk about what is going on. She likes to go to the school board meetings and know what is going on.
3. Academics is the biggest concern; we need to work on curriculum and help kids with reading and math. A lot of students struggle with reading. The teachers need more help, too many kids are in each class, teachers cannot not focus on them all. It is hard for English learners; they need more help and they often hold back other students. They aren't getting the resources they need to learn English. We need to find a better way to help them, such as, more paras, more help after school, or a class where they can focus on a test, for example. It isn't fair to them as students, or to the others being held back.

Candidate Kevin Baptista

1. Mr. Baptista wants to join this board because he sees a lot of positive things happening at the schools. He has four kids in TUSD, in middle school, elementary, and high school. He sees a lot of great things and would like to be a part of expanding on this and growing what is already a great district. On the board, if he had a voice, he could have a positive impact.
2. He is currently employed at an insurance company as a manger and has worked there for 20 years. He has managed up to 100 employees, primarily his role is interpreting and enforcing contractual obligations. Over the years he has gotten great at looking at the potential gray areas and making sure everyone is doing what they are supposed to. He understands policy and has a degree in physical science which gives him an understanding of how the boards operate.
3. Staffing is something that all companies are going through; teacher shortages and the impact it has on the students and administration. We need to make sure the students are served the way they need to be. This is a complicated process because everyone is completing against each other to take the same group of talent. You have to make yourself attractive, that is important.
Another huge issue is parent engagement. It's great to have students there but the parent engagement is a huge piece of this. Engagement is lacking at TUSD and other districts. One thing important to him is making sure that parents are engaged and present for whatever he is doing. This is incredibly important for the district.

Candidate Scott Secker

1. Mr. Secker is here because he wants to make a difference, he values education and is retired now. He used to be a teacher and has been living in Tracy for over 30 years. His kids have matriculated through Tracy schools. His wife was a teacher for 25 years at Poet. Quality education is more than instruction; it takes a lot of people with different skill sets, working with teamwork and communication. This is a skill set he can bring to Tracy Unified. He has been a coach, did academic decathlon, was an Advanced Placement teacher, worked in ESL, was a mentor for new teachers, and worked with administration on the SIP committee and WASC. He was a core leader and has a lot of education goals that have been met. Prior to that, he was in business with companies, providing team building, management, and public communication. Now that he is retired, he has the time, energy, and background to make a difference in our schools and community.
2. Being a former teacher, he thinks that he can be a bridge for the board, teachers, and administrators. The experience he's had in education is very important, setting goals and being able to be transparent so everyone can understand what the goal is on is important. You must ensure that you always keep site of the goals and objectives and ensure all processes you are doing are there to achieve those goals.
3. Getting back to normalcy after Covid is important. This is nationwide, public schools are under attack so to speak. I think clearly defining the goals and listening to the voices and communicating what needs to be done, and how, is important to do. As a board member, I would need to research and understand what is going on, look at the recommendations provided and ensure we are working towards the same goals and fulfilling the same objectives.

Action: Trustee Fagin indicated his first choice as MacDonald, second Grover. Trustee Alexander's first choice was Khalon, second Obiajulu. Trustee Hawkin's first choice was MacDonald, second Khalon. Trustee Silcox chose Grover as his first choice, second MacDonald. Trustee Abercrombie chose MacDonald as his first choice, second Khalon. Silcox switched his first choice to MacDonald. Fagin motioned to appoint MacDonald, with a second from Hawkins.

Action: Fagin, Hawkins.

Vote: Yes-4; No-1 (Alexander). Absent-1 (Hoffert)

Superintendent, Dr. Pecot, administered the oath to Brian MacDonald.

Adjourn: 7:01 pm

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 17, 2023
SUBJECT: **Recognize the Outstanding Employees of the Spring Term for the 2022-2023 School Year**

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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

FUNDING: N/A

RECOMMENDATION: Lisetta Wallace (9-12), Jessica Tamez (6-8) and Crystal Thomas (K-5) as Outstanding Certificated Employees; Grace Maroufkhani (9-12) Mayely Diaz, (6-8) Nelly Beteta (K-5) as Outstanding Classified Employees and Dereck Sprecksel as the Outstanding Management Employee for the Spring Term of the 2022-2023 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 20, 2023
SUBJECT: **Receive an Update on the California Expanded Learning Opportunity Program (ELO/ELO-P)**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities - California Ed. Code (EC) Section 46120. An unduplicated pupil is a pupil enrolled in a school district or charter school who is officially classified as an English learner, is eligible for Free or Reduced price meals (FRPM), and/or is a foster or homeless youth. The ELOP states that LEAs must provide Before School and/or After School as well as at least 30 days of Intersession (Summer and/or Winter Break) to its unduplicated pupils. The ELO/ELO-P highly encourages LEAs to partner with community-based organizations to assist in providing these services.

RATIONALE: ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21st Century Community Learning Centers (21st CCLC) Program, which require two key elements: (1) Where tutoring and/or homework help is provided in one or more of the following areas: Language Arts, Mathematics, History/Social Science, Science, or computer training, and (2) Where enrichment is provided that may include but not be limited to: Fine arts, Career and Technical Education, recreation, physical fitness and prevention activities.

As the Tracy Unified School District had already directly partnered with the Boys and Girls Clubs of Tracy utilizing the ASES Program at many of our schools, and also the 21st CCLC through the San Joaquin County Office of Education who also partnered with the Boys and Girls Clubs of Tracy for this purpose, TUSD expanded these programs to meet the requirements of the ELO/ELO-P. TUSD families, students, parents, school and District personnel already had strong working relationships with these programs. The Boys and Girls Club was able to partner with TUSD to meet the needs of the ELO/ELO-P requirements. In addition, TUSD has purchased computer devices, on-line enrichment and intervention programs, snacks and meals, and modular buildings to support and grow the Program. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college

and/or career goals, and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: All expenses continue to be funded by the District's ELO/ELO-P Funding Allocation, which is projected to be approximately 6.8 million dollars over the next 3 years.

RECOMMENDATION: Receive an Update on the California Expanded Learning Opportunity Program (ELO/ELO-P).

Prepared by: Mary Petty, Director of Continuous Improvement, State and Federal Programs.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 17, 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.

In the 2023-23 school year, the Instructional Media Center convened IM adoption committees for Film Studies, Child Development and Future Educator, International Baccalaureate Biology, and Art History of Floral Design and Advanced Floriculture. These include new elective courses and established courses needing updated materials. This report will inform the Board on the progress of the work of these committees.

In compliance with Board Policy 6161.1, adoption committee teachers analyzed and evaluated instructional materials using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME) or adaptations of TIME developed by the IMC Director. The teacher teams selected IM programs and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
Film Studies	W. W. Norton	<i>Looking at the Movies: An Introduction to Film</i> , 7 th edition	2022
Child Development and Future Educator	McGraw Hill	<i>Foundations of Early Childhood Education</i>	2024
IB Biology	Oxford University Press	<i>IB Biology Course Companion</i>	2023
Art History of Floral Design	Cengage	<i>Floriculture: Designing and Merchandising</i> , 4 th edition	2019

Advanced Floriculture	Goodheart-Willcox	<i>Principles of Floral Design</i>	2021
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RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards and goals of that content area or course
- Instructional methods that actively engage all students at all levels of achievement
- When applicable, supports examinations related to that course

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 \$167,900 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

Course(s)	Program/Title	Not to Exceed
Film Studies	<i>Looking at the Movies: An Introduction to Film, 7th edition</i>	\$16,000
Child Development and Future Educator	<i>Foundations of Early Childhood Education</i>	\$90,300
IB Biology	<i>IB Biology Course Companion</i>	\$6,900
Art History of Floral Design	<i>Floriculture: Designing and Merchandising, 4th edition</i>	\$49,000
Advanced Floriculture	<i>Principles of Floral Design</i>	\$5,700

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: March 15, 2023
SUBJECT: Public Hearing to Gather Pre-Map Input on Trustee Areas

BACKGROUND: District Board members are currently elected in “at-large” elections – meaning each member is elected by voters throughout the District. The California Voting Rights Act (CVRA) prohibits the use of “at-large” elections in certain circumstances. The CVRA allows an individual to file suit over an alleged violation of the CVRA and recover attorneys’ fees if successful. On or about November 3, 2022, the District received a letter from an attorney alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections. “By-trustee-area” elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA.

At its January 24, 2023, regular meeting, the Board adopted a resolution indicating its intent to transition from at-large to by-trustee area elections, and at its February 14, 2023, regular meeting the Board approved retaining National Demographics Corporation to provide demographic services to assist with the transition to by-trustee-area elections.

RATIONALE: As part of the transition to by-trustee-area elections, the law requires the Board hold two “pre-map” public hearings prior to the development of any maps. On February 28, 2023, the Board held its first public hearing as part of the process to adopt a trustee-area map to transition from at-large to by-trustee area elections. At this evening’s Board meeting, the Board will hold its second pre-map public hearing as part of the process. During this public hearing, the Board will receive additional information about the criteria for map development, including a presentation by the District’s demographer, National Demographics Corporation, and the Board will ask for public input regarding the composition of potential trustee area boundaries.

RECOMMENDATION: Receive additional information about the by-trustee-area elections transition process and then open a public hearing to gather any public input regarding the composition of potential trustee area boundaries.

Prepared by: Dr. Rob Pecot, Superintendent.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 17, 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:

West High School:

1. Tracy Unified School District/West High School: From Duong Orthodontics for the total amount of \$500.00 (ck#103). 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.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: March 17, 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 28, 2023
SUMMARY OF SERVICES**

A.	Vendor:	ProGroup Painting
	Sites:	Stein/Duncan Russell Portables
	Item:	Quote
	Services:	Painting the exterior of the portables at Stein, and Duncan Russell
	Cost:	\$12,100.00
	Project Funding:	Fund 14



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 16, 2023
SUBJECT: **Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 23-24 School Year**

BACKGROUND: The Tracy Unified School District has implemented Advancement via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District currently has nine AVID member schools: Kimball High School, Tracy High School, West High School, Art Freiler School, George Kelly School, Monte Vista Middle School, North School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: AVID is a college readiness system for upper elementary through higher education students and is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet 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 #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: LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed \$44,146.00.

RECOMMENDATION: Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 23-24 School Year.

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

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-86392
 Client: Tracy Unified
 Address: 1875 W Lowell Ave
 Tracy, CA 95376

AVID Center Representative: Veronica Martinez
 Phone: (858) 654-5117
 Email: vmartinez@avid.org

Effective Date: July 01, 2023

Expiration Date: June 30, 2024

Art Freiler School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
Art Freiler School SUBTOTAL:			\$5,009.00

Earl E Williams Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
Earl E Williams Middle School SUBTOTAL:			\$5,009.00

George Kelly School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
George Kelly School SUBTOTAL:			\$5,009.00

Gladys Poet-Christian School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,375.00	\$3,375.00
1	AVID Weekly Elementary	\$675.00	\$0.00
Gladys Poet-Christian School SUBTOTAL:			\$3,375.00

John C Kimball High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
John C Kimball High School SUBTOTAL:			\$5,009.00

Merrill F West High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
Merrill F West High School SUBTOTAL:			\$5,009.00

Monte Vista Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
Monte Vista Middle School SUBTOTAL:			\$5,009.00

North School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Combo Sites	\$5,048.00	\$5,048.00
1	AVID Weekly Elementary	\$675.00	\$0.00
1	AVID Weekly Secondary	\$675.00	\$660.00
North School SUBTOTAL:			\$5,708.00

Tracy High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,349.00	\$4,349.00
1	AVID Weekly Secondary	\$675.00	\$660.00
Tracy High School SUBTOTAL:			\$5,009.00

TOTAL: \$44,146.00

plus all applicable taxes

Additional Comments:

Quote/Order
2023 - 2024 Tracy Unified Drafted: 03/02/2023

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Tracy Unified

Sign: _____
Print
Name: _____

Sign: _____
Print
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email: contracts@avid.org

Email: _____

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

EXHIBIT TO AVID CENTER GENERAL TERMS AND CONDITIONS

COVID-19 SPECIFIC PROVISIONS

1. **Client's Representations and Warranties.** Client makes the following representations and warranties with respect to SARS-CoV-2:

a. It has in effect policies and protocols designed to prevent the spread of COVID-19 and protect Client and its affiliates, and their respective employees, contractors and vendors, from contracting or spreading COVID-19 ("COVID-19 Policies");

b. It has made an independent review of all federal, state, and local statutes and regulations (the "COVID-19 Rules") applicable to the participation of Client and its affiliates in any training program, meeting or other event contemplated under the Agreement and the COVID-19 Policies fully comply with the COVID-19 Rules;

c. It remains up-to-date on the COVID-19 Rules and Client updates and implements the COVID-19 Policies to reflect changes to the COVID-19 Rules, as necessary; and

d. It has made its affiliates and their employees aware of the COVID-19 Policies and it is solely responsible for implementation of the COVID-19 Policies.

2. **Limitation of Liability.** CLIENT IS AWARE OF THE CURRENT, ONGOING GLOBAL COVID-19 PANDEMIC AND UNDERSTANDS THAT THERE EXIST INHERENT RISKS ASSOCIATED WITH HOSTING AND/OR ATTENDING IN-PERSON EVENTS, INCLUDING CONTRACTING OR PROMOTING THE SPREAD OF COVID-19. CLIENT AGREES THAT ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE EMPLOYEES, PARTICIPATE IN ANY EVENT CONTEMPLATED IN THE AGREEMENT (THE "EVENT(S)") AT THEIR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CLIENT AGREES THAT AVID CENTER IS NOT LIABLE FOR THOSE WHO MIGHT CONTRACT OR SPREAD THE COVID-19 VIRUS (OR ANY VARIANT THEREOF) AS A RESULT OF OR FOR ANY REASON RELATED TO ATTENDING OR PARTICIPATING IN ANY OF THE EVENT(S). CLIENT RELEASES AVID CENTER FROM ALL LIABILITY ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 BY EMPLOYEES OF CLIENT OR ANY OF ITS AFFILIATES ATTENDING OR PARTICIPATING IN ANY OF THE EVENT(S).

3. **Indemnification.** Client covenants and agrees to defend, indemnify and hold harmless AVID Center from any and all claims and suits and resulting liabilities, damages, costs and expenses, including reasonable attorneys' fees and court costs, AVID Center may incur arising out of or related to exposure to COVID-19 by employees of Client or its affiliates attending or participating in any of the Event(s).

4. **Survival.** The provisions of this Exhibit shall survive expiration or any termination of the Agreement.

5. **General.** Notwithstanding anything in this Agreement to the contrary, the terms of this Exhibit will supersede, replace and control over all conflicting terms in (a) elsewhere in this Agreement or any Subsequent Quote/Order, or any amendments thereto, (b) any and all terms pre-printed or otherwise on any invoices, business forms, purchase or other orders, proposals, quotations and other related documents, and (c) any electronic agreements contained in or required to access or use the Services, or otherwise provided by AVID Center. This order of precedence replaces and controls over any other or conflicting order of precedence elsewhere in this Agreement.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 15, 2023
SUBJECT: Approve Out of State Travel for K-8, K-5 Principals and Superintendent to attend the Level Up Your Leadership Conference in National Harbor, Maryland on July 9-12, 2023

BACKGROUND: NAESP is hosting the Pre-K–8 Principals Conference, the one national event that provides the strongest unified voice for pre-K–8 school leaders. The conference includes per conference sessions on July 9, followed by the 3-day conference on July 10-12, 2023, for a comprehensive professional learning experience designed to help School Principals "level up your leadership". From sessions led by expert practitioners to networking experiences with colleagues from across the nation, Principals will find many opportunities to grow in their profession.

Below is a description of the training content:

- Creating a Culture That Lasts
 - Everyone wants to create a school that the adults and students can't wait to walk into every day. However, to truly foster that positive culture on your campus a lot of the work comes down to the tone the leader sets. What kind of leader are you? In this pre-conference session Todd and Tyler will help identify ways to build up the culture of your campus by looking inward first. Leadership starts from within by developing our value systems, creating vision, fostering relationships, and cultivating authenticity. However, the work isn't easy. Let's stretch and grow together to create spaces that moves people towards their fullest potential.
- What Administrators Can Do to Promote Teacher Retention
 - District and building-level administrators have relatively little authority to increase tangible rewards for classroom teachers as a means of retention. However, the research is clear, and it brings us great news: what drives employee retention in any industry is much more related to psychological versus material benefits. Specifically, teachers are much more likely to align with a school that offers psychological safety (including relational trust), relevant training opportunities, and

recognition. That means that as school campus and district-level leaders, we have power to create the psychological framework that will maximize the likelihood of teacher retention.

- A Framework for Equity Leadership Design
 - Steve Gruenert and Todd Whitaker assert in the text, *Belonging Through a Culture of Dignity*, as co-authored by John Krownapple and Dr. Floyd Cobb, "The culture of any organization is shaped by the worst behavior the leader is willing to tolerate." Equity leadership design requires intentional actions to shape and shift a school culture that puts educational equity at the core of (how we do things here), with the aim of producing impactful outcomes for staff, students, and families. This session is designed for educational leaders who are passionate about creating systems and structures that promote equitable access to educational opportunities for all learners, especially those who are underrepresented and underserved. Professional learning outcomes for participants include understanding who you are in relation to the diverse stakeholders you serve, exploring the various dimensions of school culture, and cultivating the skill to lead through the lens of equity utilizing nine frames of Equity Leadership Design that can be incorporated into everyday practice.
- Principal in Balance: Leading at Work and Having a Life
 - Reports from school leaders of burnout, stress, and compassion fatigue are on the rise. These issues push many out of the profession, leading to high turnover and sub-optimal student outcomes. How can school leaders combat these problems? Leaders can manage their own wellness and priorities. Healthy leaders who learn balance can create motivation, confidence, quality collaboration, and enthusiasm among staff and other stakeholders. This session will offer strategies and tools to school leaders so they can take more ownership of their lives at work and home, so everyone in the K–12 educational community can thrive.

RATIONALE: The Superintendent and K-8, K-5 School Principals are charged with developing, leading, and supporting a positive culture for learning for all students and teachers at their perspective schools in Tracy Unified. The Level Up Your Leadership Conference 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 School Climate and Culture 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 \$40,800.00 for up to 12 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 K-8, K-5 Principals and Superintendent to attend the Level Up Your Leadership Conference in National Harbor, Maryland on July 9-12, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 7, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn 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 extensive social emotional counseling, behavior services, academic tutoring, and assessments for diverse students. In the 2021-22 school year, TUSD schools and FACES began a partnership in providing behavior technicians to meet the increased social emotional needs of students. The services provide mentorship, behavior supports, and positive development of social skills, as well as restorative practices.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health and academic specialists who represent Bohn's student population and proven success impacting student achievement and behaviors. FACES is certified by the National Tutoring Association. They will provide 1 academic tutor, 30 hours per week, for the remainder of the 2022-23 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, academic tutoring and behavior supports. This aligns with Strategic Goal #2 of our SPSA to prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: FACES will be paid no more than \$30,000.00, funded through Title I carry-over funds.

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

PREPARED BY: Jacqui Nott, Principal Bohn Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 academic tutor 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 50 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn 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 \$600.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$30,000.00. 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 29, 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

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. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 7, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn 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 extensive social emotional counseling, behavior services, and assessments for diverse students. In the 2021-22 school year, TUSD schools and FACES began a partnership in providing behavior technicians to meet the increased social emotional needs of students. The services provide mentorship, behavior supports, and positive development of social skills, as well as restorative practices.

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

FUNDING: FACES will be paid no more than \$50,000.00, funded through Title I carry-over funds.

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

PREPARED BY: Jacqui Nott, Principal Bohn Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 50 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn 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 \$50,000.00. 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 29, 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

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: March 9, 2023
SUBJECT: **Approve Revised School Site Plan and Budget for the Remainder of the 2022 - 2023 School Year**

BACKGROUND: The 2022 - 2023 School Site Plans and Budgets were approved at the August Board Meeting, as is required by the Every Student Succeeds Act (ESSA). The current uncertainties surrounding supply chains, lack of substitute teachers and changes in funds coming from the district have forced Central School to alter some programs, plans and expenditures that had originally been approved by the TUSD Board of Trustees, as well as School Site Council for the 2022 - 2023 school year. These changes are needed to better meet the needs of our students.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Central School Site Council during the month of February 2023. The change in budget would be to eliminate the funding for Mystery Science materials (\$9,000) since the AdvanceSTEM grant provided all materials. Eliminate and reduce admin PD (\$3,000) as district grants paid for this. Eliminate EL after-school time (\$7,500) as staff decided not to do these after-school positions this year. Eliminate \$1,500 from the after-school Club liaison since teachers were not able to do this consistently. Eliminate reading professional development (\$2,000) as due to STEM PD we did not have ERW time to do the literacy PD we had planned to do. These funds will be put towards sustainable items for the school in the form of classroom materials, books and literacy programs (\$23,000) to assist in our intense literacy program.

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

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for the Remainder of the 2022 - 2023 School Year.

Prepared by: Nancy Morgan Link, Principal, Central School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 8, 2023
SUBJECT: **Approve Increase in Funding for (SEC) Stockton Educational Center Non-Public School (NPS) for the Remainder of the 2022-2023 School Year**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at Stockton Educational Center (SEC) in Stockton, CA. The District's Special Education administration would like to contract with Stockton Educational (SEC) Center for the remainder of the 2022-2023 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract are billed at \$700,000.00 (200 days) Total contract expenses will not exceed \$1,400,000.00 for the remainder of the 2022-2023 school year. 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 (SEC) Stockton Educational Center Non-Public School (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: March 8, 2023
SUBJECT: Approve Staffing Service Agreement between Therapy Travelers LLC & 3 Chords Inc. dba Therapy Travelers and Tracy Unified School District for the 2022-2023 School Year

BACKGROUND: Special Education students may require Speech and Language Pathologists (SLP), Speech and Language Pathologist Assistants (SLPA), Board Certified Behavioral Analyst (BCBA), Registered Behavioral Therapists (RBT), Occupational Therapists (OT), Certified Occupational Therapy Assistants (COTA), and Special Education Teacher services as part of their Individual Education Plan (IEP). These providers help improve student's academic, behavioral, fine motor, sensory, communication, and development skills and are required per the student's Individual Education Plan (IEP).

RATIONALE: TUSD does not have access to the required number of SLP/SLPAs, OT/COTAs, BCBA/RBTs, and Special Education Teachers. Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. Therapy Travelers LLC & 3 Chords Inc. DBA Therapy Travelers will provide Special Education services to students at their school sites. 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: The total cost for Therapy Travelers will not exceed \$30,000.00 for 2022-2023 School Year.

RECOMMENDATION: Approve Staffing Service Agreement between Therapy Travelers LLC & 3 Chords Inc. dba Therapy Travelers and Tracy Unified School District for the 2022-2023 School Year.

Prepared by: Sean Brown, Director, Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 10, 2023
SUBJECT: Approve Overnight Travel for the Tracy High School Girls Varsity 1600m Relay Team to Participate in the Arcadia High School Invitational in Arcadia, CA on April 7 – April 8, 2023

BACKGROUND: The Tracy High Track and Field Team would like the Girls 1600-meter relay team to participate in the Arcadia High School Invitational. Approximately five athletes and three coaches will be attending this event. They will travel to Arcadia, CA on April 7 - April 8, 2023. The team will travel by District vans that will be driven by District approved drivers. The team will stay at the Hilton Garden Inn, approximately 1 mile from the event. The athletes will be chaperoned by Coach Shelton and Assistant Coaches throughout the duration of trip.

RATIONALE: One overnight will be sufficient for our stay since the team will leave early on Friday morning. The relays are being held on both Friday April 7, and Saturday April 8, 2023. The Arcadia Invitational is the most prestigious track meet in California. Only the top teams in the country can qualify and compete. Our Tracy High School relay team has met that qualification. In addition, our athlete Kyrrahlynn has also qualified for two other events at the meet. This is a great achievement. This aligns with strategic Goal #1: To provide all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The Tracy High Athletic Department will pay the transportation cost for District vans driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High School Track and Field program (ASB) will pay the \$130.00 entry fee for the athletes and the cost of the hotel rooms.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Girls Varsity 1600m Relay Team to Participate in the Arcadia High School Invitational in Arcadia, CA on April 7-8, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 20, 2023
SUBJECT: **Approve Agreement for Contract Services with Faith in Action
Community Education Services (FACES) and the Prevention Services
Department for the remainder of the 2022-2023 School Year**

BACKGROUND: In support of the on-going effort to improve student achievement for the most at-risk student populations, particularly students experiencing housing insecurity and in the foster care system. FACES will provide in-person tutoring services to serve as an academic intervention. Per the McKinney Vento Homeless Assistance Act of 1987, LEAs are required to ensure that unhoused students have access to a free and appropriate public education. Similarly, Assembly Bill 490 (AB 490) requires LEAs to ensure educational rights and stability for foster youth. Based on the unique challenges these students face, equitable accessibility is especially critical for these students.

RATIONALE: The impact of COVID-19 continues to compound existing challenges found among students experiencing housing insecurity and in the foster care system. Faith in Action Community Education Services (FACES) will coordinate mobile school site based tutoring services before, during or after school as needed. FACES and Prevention Services will monitor student attendance and hours used. This service is in alignment with TUSD's LCAP Goal#1 Action 36: Intervention for Foster/Homeless Support.

FUNDING: Total cost for FACES will not exceed \$30,000.00 Services will be paid with TUSD Title 1 Part A funds.

RECOMMENDATION: Approve Agreement for Contract Services with Faith in Action Community Education Services (FACES) and the Prevention Services Department for the remainder of the 2022-2023 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

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 (FACES), 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: In person tutoring services to students experiencing housing insecurity and in the foster care system during the 2022-2023 school year. Tutoring services will be made available to all TUSD schools as needed.

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 600 () [x] HOURS [] DAYS, under the terms of this agreement at the following location Prevention Services - All TUSD schools.

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

- a. District shall pay \$ 50.00 per [x] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 30,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

5. This agreement may be terminated at any time during the term by either party upon 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, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☒] WILL [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 21, 2023
SUBJECT: **Approve Overnight Travel for the West High Track Team and Coaches to Attend the Track Invitational in Arcadia, Ca. April 6-9, 2023**

BACKGROUND: The Track Invitational is the Nation's Premier High School Track and Field meet. This is held every year for qualified student athletes from around the Nation. The West High track team had 7 girls and 14 boys qualify this year. The athletes invited to participate will be recognized in their sport on a national level and compete against the best of the best.

RATIONALE: The student athletes will be exposed to college coaches and have opportunity to receive athletic and scholastic scholarships. It is the culmination of a season of hard work. T.J. Williams, Frank Lozano, and Gary Muhammed will be the coach/chaperones. The team will leave West High April 6th after school in three (3) district vans; compete on April 7th & 8th and leave Arcadia on April 9th, arriving back in Tracy by 7:00 p.m. The team will stay at the Embassy Suites in Arcadia. Students will have opportunity to complete any homework assigned by their teachers during the trip. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will total approximately \$5,050.00, to be paid by the West High ASB Track account. Students will pay for their own meals during their stay in Arcadia.

RECOMMENDATION: Approve Overnight Travel for the West High Track Team and Coaches to Attend the Track Invitational in Arcadia, Ca. April 6-9, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 21, 2023
SUBJECT: **Approve Overnight Travel for the West High Track Team and Coaches to Attend the West Coast Relays in Fresno, CA March 31-April 1, 2023**

BACKGROUND: The West Coast Relays are a top-level track and field invitational held at Buchanan High School in Clovis. This is held every year for qualified student athletes from around the Country. The West High track team has 15 girls and 20 boys who have the potential to qualify this year. The high level of competition and the competitive environment increases exposure to college coaches and opportunities for them to see our athletes' abilities prior to the start of our season.

RATIONALE: The student athletes will be exposed to college coaches and have opportunity to receive athletic scholarships and recognition. T.J. Williams, Frank Lozano, Tida Hupman, and Mr. Renshaw are the coach/chaperones, as well as Phil Williams, volunteer coach. The team will leave West High traveling by district bus. The team will stay at the Home 2 Suites by Hilton Clovis in Fresno. Students will have opportunity to complete any homework assigned by their teachers during the trip. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will total approximately \$2,500.00, to be paid by the West High ASB Track account. Students will pay for their own meals during their stay in Fresno.

RECOMMENDATION: Approve Overnight Travel for the West High Track Team and Coaches to Attend the West Coast Relays in Fresno, CA March 31-April 1, 2023.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 28, 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>
Baptista, Michelle Assistant Principal	Bohn/McKinley	06/30/2023	Resigned to accept teaching position

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bradley, Gillian Principal	Hirsch	06/09/2023	Retirement

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bounponechannita, Jacqueline Teacher	Kimball	05/31/2023	Personal
Haro, Andrea Teacher	South/West Park	05/30/2023	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Arnaudo, Therese Teacher	Hirsch	06/30/2023	Retirement

BACKGROUND:**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u> <u>DATE</u>	<u>REASON</u>
Carranza, Vicente Mechanic Specialist	MOT	7/1/2023	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u> <u>DATE</u>	<u>REASON</u>
Coronado, Jennifer Utility III	MOT	3/8/2023	Accepted Bus Driver Position
Frasier, Corey HS Custodial Supervisor/ Maintenance Technician	MOT	7/1/2023	Personal
Mora, Nery Food Service Worker	Tracy High	3/20/2023	Accepted 4 Hour FSW Position
Pinto, Denise Food Service Worker	Williams	2/23/2023	Personal
Rodriguez Ellsworth, Deanna	Poet	2/20/2023	Accepted IEP SPED Para Educator Position
Smiley, Danielle Para Educator I	Tracy High	3/20/2023	Accepted Para II Position
Trevino, Marie School Supervision Assistant	Kelly	2/1/2023	Personal

BACKGROUND:**COACH RESIGNATION****NAME/TITLE****SITE****EFFECTIVE
DATE****REASON**

Garcia, Isabella
Pep Squad Advisor –
Fall & Winter

West High

3/13/23

Personal

Sundquist, Derek
Girls' Varsity Volleyball

West High

3/7/23

Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 28, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Baptista, Michelle

Blassingame, Sarai

BACKGROUND:

Coronado, Jennifer

Goel, Nidhi

Heim, Jaqueline

CERTIFICATED

Williams Middle School
6th Grade Teacher
"B", Class VI, Step 18 = \$105,938.00
Fund: General

Freiler Elementary
SDC Teacher
"A", Class I, Step 1 \$17,648.00
Fund: Special Education

CLASSIFIED

Bus Driver (Replacement)
MOT
8 hours per day
Range 38, Step E - \$29.15 per hour
Fund: Special Education Transportation

IEP Para Educator (New)
Hirsch Elementary
3 hours per day
Range 24, Step B - \$18.25 per hour
Fund: Special Education

Special Education Para Educator (Replacement)
Bohn Elementary
6.5 hours per day
Range 27, Step C - \$20.53 per hour
Fund: Special Education

Kutti, Priya	School Supervision Assistant (Replacement) Monte Vista Middle School 3 hours per day Range 21, Step B - \$17.06 Fund: General
Mora, Nery	Food Service Worker (Replacement) Tracy High School 4 hours per day Range 25, Step C - \$19.55 per hour Fund: Child Nutrition -- School Program
Quintanilla, Denyse	School Supervision Assistant (Replacement) Poet Christian Elementary 1.5 hours per day Range 21, Step B - \$17.06 per hour Fund: General
Reynoso, Martha	School Supervision Assistant (Replacement) McKinley Elementary 1.5 hours per day Range 21, Step B - \$17.06 per hour Fund: General
Rodriguez Ellsworth, Deanna	Special Education Para Educator (New) Hirsch Elementary 6.5 hours per day Range 27, Step E - \$22.53 per hour Fund: Special Education
Saravia Sanchez, Regina	Bilingual Paraeducator I (New) Southwest Park Elementary 4 hours per day Range 24, Step E - \$20.99 per hour Fund: ELO Grant
Silva, Luz	Special Education Para (New) Villalovoz Elementary 3.5 hours per day Range 27, Step B - \$19.555 per hour Fund: Special Education
Smiley, Danielle	Para Educator II (New) Central Elementary 8 hours per day Range 30, Step D - \$23.05 per hour Fund: ELO Grant
Smiley, Paige	Special Education Para Educator (New) Southwest Park Elementary 4 hours per day Range 27, Step A - \$18.72 per hour Fund: Special Education

Strasburg, Rebecca

Food Service Worker (Replacement)
Tracy High School
2 hours per day
Range 25, Step C - \$19.55 per hour
Fund: Child Nutrition – School Program

Tejada, Briana

Clerk Typist I (Replacement)
Southwest Park Elementary
6 hours per day
Range 23, Step C - \$18.72 per hour
Fund: Title I Bas Grants Low Income

Valle, Van

Utility II (New)
Central Elementary
8 hours per day
Range 35, Step B - \$23.60 per hour
Fund: General

BACKGROUND:

Sundquist, Derek

COACHES

Interim Athletic Director
West High School
\$3,618.15

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 of Human Resources
DATE: March 28, 2023
SUBJECT: Approve the Calendar Listings for Certificated and Classified for the 2023-2024 School Year

BACKGROUND: The Board approved a revised instructional calendar in December, 2022. The attached and revised calendar listings for certificated and classified have been prepared in accordance with the revised calendar. Approval of these documents is necessary to bring the calendars in alignment with contract language.

RECOMMENDATION: Approve the Calendar Listings for Certificated and Classified for the 2023-2024 year.

Prepared by: Michael Bunch, Ed. D., Director of Human Resources and Employee Relations.

TUSD - CERTIFICATED CALENDAR FOR 2023-24
Traditional FIRST YEAR Teachers: Contract year starts 7/25/2022 (TTIP 7/19, 7/20, 7/21, 7/24, 7/25, & 7/28)
Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Thursday 8/3/23
School Starts for STUDENTS on Monday, August 7, 2023

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	19-21; 24-25; 28; 31	0	2	0	4		TTIP Yr 1 Tchrs -July 19th - July 28th; Mon July 31st, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one full day or two half days. This time can only be utilized on the two designated dates, July 31, 2023 and/or Jun 03, 2024. TTIP Yr 1 Tchrs Contract Day, July 25 Contract Day, July 28, Site Contract Day - Yr 1 Tchrs; Aug 1st BBD, Aug 2nd BBD;
Aug	1-4	0	4	2		2*	Required ALL Teachers - Thurs, Aug 4th Dist Staff Dev Day; Fri, Aug 5th Site Based Planning/Prep
Aug	7-11	5	5	5			Aug. 7th - 1st Day of Classes
Aug	14-18	5	5	5			
Aug	21-25	5	5	5			
Aug-Sept	28-1	5	5	5			
Sept	4-8	4	4	4			Mon, Sept 4th, Labor Day
Sept	11-15	5	5	5			
Sept	18-25	5	5	5			
Sept	25-29	5	5	5			
Oct	2-6	5	5	5			Oct 6th Min Day K-12; 44 Days in 1st Quarter & end of 1st Trimester - 44 days
Oct	9-13	0	0	0			Mon-Fri, Oct 9th-13th, Board Designated Non-Work Days
Oct	16-20	5	5	5			
Oct	23-27	4	5	5			Mon. Oct 23rd Parent Conferences, Min Day Oct 25th-Oct 27th, K-5, K-8, 6-8
Oct-Nov	30-3	5	5	5			
Nov	6-10	4	4	4			Fri., Nov 10th Veteran's Day
Nov	13-17	5	5	5			
Nov	20-24	0	0	0			Mon-Wed, Nov 20th-22nd, Board Designated Non-Work Days; Th-Fri, Nov 24th-25th Thanksgiving Break
Nov-Dec	27-1	5	5	5			
Dec	4-8	5	5	5			
Dec	11-15	5	5	5			38 Days in 2nd Qtr; 1st Sem = 82 days; Min Day Dec 13th-14th, 9-12; Min Day Dec 15th, 6-12
Dec	18-22	0	0	0			Winter Break Dec 18th thru Jan 2nd
Dec	25-29	0	0	0			Winter Break Dec 18th thru Jan 2nd
Jan	1-5	4	4	4			Mon, Jan 1st - New Year's Day
Jan	8-12	5	5	5			
Jan	15-19	4	4	4			Mon, Jan 15th - ML King's Day
Jan	22-26	5	5	5			
Jan-Feb	29-2	5	5	5			
Feb	5-9	5	5	5			Fri., Feb 9th End of 2nd Trimester, 66 Days; Fri, Feb 9th, Min Day K-5 & K-8
Feb	12-16	4	4	4			Mon., Feb 12th - Lincoln's Day
Feb	19-23	4	4	4			Mon, Feb 19th - President's Day
Feb-Mar	26-1	5	5	5			
Mar	4-8	5	5	5			46 Days in 3rd Quarter; Fri, Mar 8th, Min Day 6-12
Mar	11-15	0	0	0			Spring Break Mar 11th-Mar15th
Mar	18-22	5	5	5			
Mar	25-29	4	4	4			Fri, Mar 29th - Spring Recess Holiday
Apr	1-5	4	4	4			Mon, Apr 1st - Spring Recess Holiday
Apr	8-12	5	5	5			
Apr	15-19	5	5	5			
Apr	22-26	5	5	5			
Apr-May	29-3	5	5	5			
May	6-10	5	5	5			
May	13-17	5	5	5			
May	20-24	5	5	5			May 24th; Min Day K-5, K-8, 6-8
May	27-31	4	4	4			Mon, May 27th Memorial Day; May 27th-30th, Min Day 9-12; Fri, May 31st, Last Day of School, Min Day K-12; 52 days in 4 th Qtr; 98 days in 2nd Sem; 70 days in 3rd Tri.
Jun	7-Mar	0	0	0			Tues, 3rd, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one Full day or two half days) This time can only be utilized on the two designated dates, Jul 31, 2023 and/or Jun 3, 2024.

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)

Adopted by TUSD Board of Trustees:

180 187 183

Tracy Unified School District
Classified Calendar 2023-24
Board Approved: 3/28/2023

		Work	Work	
Month	Dates	Days	Days	Holidays
		12-Mo	10-Mo	
July	3-7	4	0	Tues, July 4th - Independence Day
July	10-14	5	0	
July	17-21	5	0	
July	24-28	5	0	
Jul - Aug	31-4	5	1	Fri., Aug. 4 - 1st day for 10-month Employees
Aug	7-11	5	5	Mon., Aug. 7 - 1st Day of School
Aug	14-18	5	5	
Aug	21-25	5	5	
Aug - Sept	28-1	5	5	
Sept	4-8	4	4	Mon, Sept 4th - Labor Day
Sept	11-15	5	5	
Sept	18-22	5	5	
Sept	25-29	5	5	
Oct	2-6	5	5	
Oct	9-13	5	0	Oct 9th-13th, Non Work Day for 10-mo. Employees (no pay)
Oct	16-20	5	5	
Oct	23-27	5	4	Mon, Oct 23rd- Non work day for 10 mo. Employees (no pay)
Oct - Nov	30-3	5	5	
Nov	6-10	4	4	Fri, Nov 10th - Vet. Day
Nov	13-17	5	5	
Nov	20-24	3	0	Nov 20th- 24th, Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 23rd-24th Thanksgiving Holiday
Nov - Dec	27-1	5	5	
Dec	4-8	5	5	
Dec	11-15	5	5	
Dec	18-22	4	0	Dec. 22nd Christmas Eve Holiday; Winter Break Dec. 18th - Jan 2nd for 10-mo. Employees
Dec	25-29	4	0	Dec. 25th Christmas Day Holiday
Jan	1-5	4	4	Mon, Jan 1st New Year's Day Holiday
Jan	8-12	5	5	
Jan	15-19	4	4	Mon, Jan 15th, ML King's Day;
Jan	22-26	5	5	
Jan - Feb	29-2	5	5	
Feb	5-9	5	5	
Feb	12-16	4	4	Mon, Feb 12th - Lincoln's Day
Feb	19-23	4	4	Mon, Feb 19th - President's Day
Feb - Mar	26-1	5	5	
Mar	4-8	5	5	
Mar	11-15	5	0	Spring Break, March 11-March 15; 10 mo. Employees (no pay)
Mar	18-22	5	5	
Mar	25-29	4	4	Fri, Mar 29th Spring Recess Day
Apr	1-5	4	4	Mon, April 1st Spring Recess Day
Apr	8-12	5	5	
Apr	15-19	5	5	
Apr	22-26	5	5	
May	29-3	5	5	
May	6-10	5	5	
May	13-17	5	5	
May	21-24	5	5	
May	27-31	4	4	Mon, May 27th Memorial Day; Fri, May 31st - Last Day of School
June	3-7	5	0	
June	10-14	5	0	
June	17-21	4	0	Wed, June 19th Juneteenth Holiday
June	24-28	5	0	
Total work days:		245	181	TOTAL Work Days 245 (12-mo) 181 Work Days (10-mo)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business Services
DATE: March 8, 2023
SUBJECT: Accept the Fiscal Year 2021-22 Annual Financial Audit

BACKGROUND: Education code 41020.3 requires that the governing body of each local education agency contract for auditing services and review, at a public meeting, the annual audit of the local education agency for the prior year, any audit exceptions identified in that audit, the recommendations or findings of any management letter issued by the auditor, and any description of correction or plans to correct any exceptions or management letter issued. This review shall be placed on the agenda of the meeting pursuant to Section 35145, which requires that the meeting be open to the public, that minutes be taken, and that an agenda be posted within the limitations of other regular board meetings.

RATIONALE: The audit for the 2021-22 fiscal year is complete and will be presented to the governing board for approval. The audit document represents the results of work completed in accordance with GASB Statement Number 34. The financial report states that in the auditor's independent opinion, the district's records represent fairly, in all material respects, the financial position of the Tracy Unified School District at June 30, 2022.

The audit confirms that the results of our operations and the cash flow of the district's funds for the year are in conformity with accounting principles generally accepted in the United States of America.

FUNDING: This report generates no cost.

RECOMMENDATION: Accept the Fiscal Year 2021-22 Annual Financial Audit.

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



March 6, 2023

To the Governing Board
Tracy Unified School District
Tracy, California

We have audited the financial statements of Tracy Unified School District (the District) as of and for the year ended June 30, 2022, and have issued our report thereon dated March 6, 2023. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit under Generally Accepted Auditing Standards and *Government Auditing Standards* and our Compliance Audit under the Uniform Guidance

As communicated in our letter dated April 27, 2022, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America and to express an opinion on whether the District complied with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs. Our audit of the financial statements and major program compliance does not relieve you or management of its respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the District solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

Our responsibility, as prescribed by professional standards as it relates to the audit of the District's major federal program compliance, is to express an opinion on the compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. An audit of major program compliance includes consideration of internal control over compliance with the types of compliance requirements referred to above as a basis for designing audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, as a part of our major program compliance audit, we considered internal control over compliance for these purposes and not to provide any assurance on the effectiveness of the District's internal control over compliance.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

We have provided our comments regarding internal controls during our audit in our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* dated March 6, 2023. We have also provided our comments regarding compliance with the types of compliance requirements referred to above and internal controls over compliance during our audit in our Independent Auditor's Report on Compliance with Each Major Federal Program and Report on Internal Control Over Compliance Required by the Uniform Guidance dated March 6, 2023.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team, others in our firm, as appropriate, our firm, and other firms utilized in the engagement, if applicable, have complied with all relevant ethical requirements regarding independence.

Significant Risks Identified

As stated in our auditor's report, professional standards require us to design our audit to provide reasonable assurance that the financial statements are free of material misstatement whether caused by fraud or error. In designing our audit procedures, professional standards require us to evaluate the financial statements and assess the risk that a material misstatement could occur. Areas that are potentially more susceptible to misstatements, and thereby require special audit considerations, are designated as "significant risks". We have identified the following as significant risks.

- **Management Override of Controls** – professional standards require auditors to address the possibility of management overriding controls. Accordingly, we identified as a significant risk that management of the organization may have the ability to override controls that the organization has implemented.
- **Improper Revenue Recognition** – professional standards require auditors to presume that revenue recognition is a fraud risk. Improper revenue recognition was identified as a fraud risk due to possibility that revenue is not recorded in the proper period, in the incorrect amount, etc. either due to error or fraud.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the District is included in Note 1 to the financial statements. As described in Note 1, the District changed accounting policies related to accounting for leases to adopt the provisions of GASB Statement No. 87, *Leases*. The adoption of GASB 87 has no significant impact to the District's financial statements. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are Other Postemployment Benefit (OPEB) and the Net Pension (NPL) liabilities and related deferrals.

Management's estimate of the OPEB and NPL and related deferrals is based on Actuarial Studies. We evaluated the key factors and assumptions used to develop the OPEB and NPL and related deferrals and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Financial Statement Disclosures

There were no financial statement disclosures that we consider to be particularly sensitive or involve significant judgement.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole. Uncorrected misstatements or matters underlying those uncorrected misstatements could potentially cause future-period financial statements to be materially misstated, even though the uncorrected misstatements are immaterial to the financial statements currently under audit.

The following summarizes uncorrected financial statement misstatements whose effects in the current and prior periods, as determined by management, are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Bond premium and deferred outflow on refunding was overstated (Governmental Activities)	\$694,488
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The effect of these uncorrected misstatements, as of and for the year ended June 30, 2022, has no effect on the net position/fund balance.

The following misstatements that we identified as a result of our audit procedures were brought to the attention of, and corrected by, management:

Overstatement of cash (Student Activity Fund)	\$357,689
Understatement of accounts receivable (Bond Interest and Redemption Fund)	\$1,328,822

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Circumstances that Affect the Form and Content of the Auditor's Report

For purposes of this letter, professional standards require that we communicate any circumstances that affect the form and content of our auditor's report.

As described in audit findings 2022-002, 2022-003 and 2022-004 in the audit report, the District's Attendance Accounting and Reporting, Instructional Materials, and Charter School Nonclassroom-Based Instruction/Independent Study were not in compliance with the *2021-22 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, prescribed in the *California Code of Regulations* and published by the Education Audit Appeals Panel.

Representations Requested from Management

We have requested certain written representations from management which are included in the management representation letter dated March 6, 2023.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

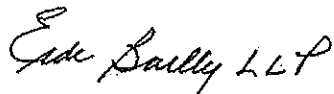
Other Significant Matters, Findings, or Issues

In the normal course of our professional association with the District, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, significant events or transactions that occurred during the year, operating conditions affecting the entity, and operating plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the District's auditors.

The financial statements include the Tracy School Facilities Financing Authority (the Agency) as a blended component unit. Consistent with the audit of the financial statements as a whole, our audit included obtaining an understanding of the Agency's environment, including internal control, sufficient to assess the risks of material misstatement of the District's financial statements and completion of further audit procedures.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the Governing Board and management of the District and is not intended to be, and should not be, used by anyone other than these specified parties.

A handwritten signature in cursive script that reads "Eric Bailly LLP".

San Ramon, California



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: March 15, 2023
SUBJECT: Adopt Resolution No. 22-15 for the Joint-Use Agreement and Lease Between Tracy Unified School District and Community Medical Centers, Inc.

BACKGROUND: Congress set aside approximately \$13.2 billion of the \$30.75 billion allotted to the Education Stabilization Fund through the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which provided to LEAs through the Elementary and Secondary School Emergency Relief (ESSER) Funding to address the impact of COVID-19. The funding allocations additionally provided for assistance to included services for mental health services and supports to schools for the considered programs or providers.

RATIONALE: The resolution and agreement approval, would further expand on the already provided services and capabilities under our current provider, Community Medical Centers, Inc. by establishing as wellness center for the District.

The expanded health services to District students, would including behavioral health services, vaccinations, and/or high school sports physical screening, as the Program is developed and services become further available at the site.

FUNDING: No Funding Implications.

RECOMMENDATIONS: Adopt Resolution No. 22-15 for the Joint-Use Agreement and Lease between Tracy Unified School District and Community Medical Centers, Inc.

Prepared by: Jaime Quintana, Director of Facilities & Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 22-15**

**JOINT-USE AGREEMENT AND LEASE BETWEEN
TRACY UNIFIED SCHOOL DISTRICT
AND COMMUNITY MEDICAL CENTERS, INC.**

THIS JOINT-USE AGREEMENT AND LEASE ("Agreement") is made on March 28, 2023 ("Commencement Date"), by and between the Tracy Unified School District, a California public school district ("District"), and Community Medical Centers, Inc., a non-profit corporation ("Tenant"), herein referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Tenant requires space for operation of a community health care center consistent with the program specifications provided in Exhibit "A," attached hereto and made a part of this Agreement ("Program"); and

WHEREAS, District has available space on a portion of its property known as the Willow/Duncan Russell School Site, located at 164 W. Grant Line Road in Tracy, California 95376, and depicted in the attached Exhibit "B" ("School Site"); and

WHEREAS, Tenant has offered to serve as a wellness center for the District by providing health services to District students, including behavioral health services, vaccinations, and/or high school sports physical screening, as the Program is developed and services become available at the School Site; and

WHEREAS, District recognizes the importance of having available to its students, their families, and the surrounding community a conveniently located and accessible community health center where services are provided to individuals on a sliding scale based on income and students to keep them healthy and in school; and

WHEREAS, Tenant's joint use of the School Site for the Program is compatible with the potential future siting of District's Career Technical Education programs at the School Site; and

WHEREAS, District wishes to permit Tenant to operate its Program in the available space at the School Site, further described and depicted in the attached Exhibit "C" ("Premises"); and

WHEREAS, pursuant to section 17527, et seq., of the California Education Code, District is authorized to lease vacant space at the School Site under a joint use agreement; and

WHEREAS, District's Board of Education, pursuant to section 17529 of the Education Code, has determined that leasing the Premises to Tenant for its Program will not (1) interfere with the educational programs or activities of any school or class conducted on the School Site, (2) unduly disrupt the residents in the surrounding neighborhood, or (3) jeopardize the safety of the children at the School Site.

NOW THEREFORE, in consideration of the covenants and agreements hereinafter set forth, District and Tenant agree as follows:

PASSED AND ADOPTED, THIS 28TH 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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: March 15, 2023
SUBJECT: Adopt Resolution No. 22-16 to Award and Approve the Agreement for the Villalovoz Elementary School Increment No. 1 Project

BACKGROUND: The Tracy Unified School District had planned to improve the quality and safety of the Villalovoz Elementary Schools existing campus conditions, and has deemed the campus needing code compliant fencing, accessibility, and access work to be completed to meet current standards of safety and security.

RATIONALE: The Tracy Unified School District has produced plans and specifications for the Villalovoz Elementary School Increment No. 1 construction project which have received approval by the Division of State Architect.

The district desires to award the project and construction agreement; to DRYCO Construction, Inc. as a responsive and prequalified bidder meeting the conditions pursuant to Public Contract Code section 20111.5.

Therefore, the attached resolution, notice of award, and agreement are complete and final to be issued.

FUNDING: Fund 14 & Fund 25.

RECOMMENDATIONS: Adopt Resolution No. 22-16 to Award and Contract Agreement for the Villalovoz Elementary School Increment No. 1 Project.

Prepared by: Jaime Quintana, Director of Facilities & Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #22-16**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY UNIFIED SCHOOL DISTRICT SUPPORTING AWARD AND
APPROVAL OF THE VILLALOVOZ ELEMENTARY SCHOOL
INCREMENT NO. 1 PROJECT AGREEMENT**

THIS NOTICE OF AWARD AND AGREEMENT ("Agreement") is made on March 28, 2023 ("Commencement Date"), by and between the Tracy Unified School District, a California public school district, and DRYCO Construction, Inc., a licensed general contractor in the State of California ("Contractor").

RECITALS

WHEREAS, the Tracy Unified School District ("District") is currently undertaking a project known as at the Villalovoz Elementary School Increment No. 1 ("Project"); and

WHEREAS, The District provided public notice, and construction documents for the purpose of receiving Project bids.

WHEREAS, The District received sealed bids, from only prequalified bidders Pursuant to Public Contract Code section 20111.5.

WHEREAS, District staff, in conjunction with District consultants, reviewed all submitted bids for the Project in response to the notice and documents issued in accordance with the Public Contract Code.

WHEREAS, after consideration of all the submitted bids, the Board hereby supports the Notice to Award and Agreement to DRYCO Construction, Inc.

NOW THEREFORE, in consideration of the aforementioned, notice to award and agreements hereinafter set forth, District and Contractor agree as follows:

PASSED AND ADOPTED, THIS 28TH 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

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 28th DAY OF **March, 2023**, by and between the Tracy Unified School District ("District") and **DRYCO Construction Inc_** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

VILLALOVOZ ELEMENTARY SCHOOL INCREMENT #1 2023
("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Seventy-Six (76)** consecutive calendar days ("Contract Time") from the date specified for Contractor to mobilize.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand dollars (\$1,000.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance; insurance endorsements, and payment and performance bonds as evidence thereof.

10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type A, and/or B Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
17. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District

covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Six Hundred Sixty-Seven Thousand Five Hundred Eighteen Dollars

(\$667,518.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

TRACY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE OF AWARD

Dated: **March 28, 2023**

To: **DRYCO Construction Inc.** (Contractor)

42745 Boscell Road, Fremont, CA 94538 (Address)

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: **Villalovo Increment 1**, Project No. _____ ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20__, by action of the District's Board.

The Contract Price is **Six Hundred Sixty-Seven Thousand Five Hundred Eighteen** Dollars (**\$677,518.00**), and includes alternates **None**.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.

- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Buy American Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: March 15, 2023
SUBJECT: Adopt Resolution No. 22-17 to Award and Approve the Agreement for the Villalovoz Elementary School Increment No. 2 Project

BACKGROUND: The Tracy Unified School District had planned to improve the aging campus facilities of the Villalovoz Elementary School which were originally constructed over 30-years ago. Therefore, the district approached the need to complete various items by improving the most critical building systems such as; fire alarms, clock and bells, building roofs, interior finishes and various other amenities to improve and increase the life of the buildings and provide a safer building environment for student and staff.

RATIONALE: The Tracy Unified School District has produced plans and specifications for the Villalovoz Elementary School Increment No. 2 construction project which have received approval by the Division of State Architect.

The district desires to award the project and construction agreement; to Landmark Construction, Inc. as a responsive and prequalified bidder meeting the conditions pursuant to Public Contract Code section 20111.5.

Therefore, the attached resolution, notice of award, and agreement are complete and final to be issued.

FUNDING: Fund 14 & Fund 25.

RECOMMENDATIONS: Adopt Resolution No. 22-17 to Award and Approve the Agreement for the Villalovoz Elementary School Increment No. 2 Project.

Prepared by: Jaime Quintana, Director of Facilities & Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #22-17**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY UNIFIED SCHOOL DISTRICT SUPPORTING AWARD AND
APPROVAL OF THE VILLALOVOZ ELEMENTARY SCHOOL
INCREMENT NO. 2 PROJECT AGREEMENT**

THIS NOTICE OF AWARD AND AGREEMENT (“Agreement”) is made on March 28, 2023 (“Commencement Date”), by and between the Tracy Unified School District, a California public school district, and Landmark Construction, Inc., a licensed general contractor in the State of California (“Contractor”).

RECITALS

WHEREAS, The Tracy Unified School District (“District”) is currently undertaking a project known as at the Villalovoz Elementary School Increment No. 2 (“Project”); and

WHEREAS, The District provided public notice, and construction documents for the purpose of receiving Project bids.

WHEREAS, The District received sealed bids, from only prequalified bidders Pursuant to Public Contract Code section 20111.5.

WHEREAS, District staff, in conjunction with District consultants, reviewed all submitted bids for the Project in response to the notice and documents issued in accordance with the Public Contract Code.

WHEREAS, after consideration of all the submitted bids, the Board hereby supports the Notice to Award and Agreement to Landmark Construction, Inc.

NOW THEREFORE, in consideration of the aforementioned, notice to award and agreements hereinafter set forth, District and Contractor agree as follows:

PASSED AND ADOPTED, THIS 28TH 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

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____, by and between the Tracy Unified School District ("District") and **Landmark Constructors, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

VILLALOVOZ ELEMENTARY SCHOOL INCREMENT #2 2023
("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.
- 4. Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **Sixty-Four (64)** consecutive calendar days ("Contract Time") from the date specified for Contractor to mobilize.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.

6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand dollars (\$1,000.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.

8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.

10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **A, and/or B** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.
17. **Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District

covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Five Million Eighty-Two Thousand Dollars (\$5,082,000.00),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

TRACY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE OF AWARD

Dated: **March 28, 2023**

To: **Landmark Constructors, Inc.** (Contractor)

4312 Anthony Court, Suite B, Rocklin, CA 95677 (Address)

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: **Villalovoz Increment 2**, Project No. _____ ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20____, by action of the District's Board.

The Contract Price is **Five Million Eighty-Two Thousand** Dollars (**\$5,082,000.00**), and includes **Alternate #1**.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.

- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Buy American Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: March 15, 2023
SUBJECT: Adopt Resolution No. 22-18 to Award and Approve the Agreement for the Modular Building Expansion Project at Various Sites, (Tracy Unified School District ELOP Bldgs.)

BACKGROUND: The Tracy Unified School District has planned to expand various campus sites, deemed to have facilities impacts based on various new and expanding district programs. These programs have included ELOP (Expanding Learning Opportunity Programs) and in addition to this need the Transitional Kindergarten has additionally increased in demand.

RATIONALE: To solve, the growing and expanding need for additional facilities the Tracy Unified School District has produced plans and specifications for the Modular Building Expansion Project at Various Sites, also known as the Tracy Unified School District ELOP Bldgs. construction project which has received approval by the Division of State Architect.

The district desires to award the project and construction agreement; to Acme Construction, Company Inc. as a responsive and prequalified bidder meeting the conditions pursuant to Public Contract Code section 20111.5.

Therefore, the attached resolution, notice of award, and agreement are complete and final to be issued.

FUNDING: Fund 25.

RECOMMENDATIONS: Adopt Resolution No. 22-18 to Award and Approve the Agreement for the Modular Building Expansion Project at Various Sites, (Tracy Unified School District ELOP Bldgs.).

Prepared by: Jaime Quintana, Director of Facilities & Planning.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #22-18**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY UNIFIED SCHOOL DISTRICT SUPPORTING AWARD AND
APPROVAL OF THE AGREEMENT FOR THE MODULAR BUILDING
EXPANSION PROJECT AT VARIOUS SITES**

THIS NOTICE OF AWARD AND AGREEMENT ("Agreement") is made on March 28, 2023 ("Commencement Date"), by and between the Tracy Unified School District, a California public school district, and Acme Construction Company, Inc., a licensed general contractor in the State of California ("Contractor").

RECITALS

WHEREAS, the Tracy Unified School District ("District") is currently undertaking a project known as the Tracy Unified School District ELOP Bldgs. ("Project"); and

WHEREAS, The District provided public notice, and construction documents for the purpose of receiving Project bids.

WHEREAS, The District did not receive sealed bids, from any prequalified bidders Pursuant to Public Contract Code section 20111.5.

WHEREAS, a District not receiving any public bids, can enter into a negotiated contract agreement pursuant to Public Contract.

WHEREAS, District staff, in conjunction with District consultants, reviewed all submitted proposals under negotiated terms for the Project in response to the construction documents issued in accordance with receiving proposals.

WHEREAS, after consideration of all the submitted documentation and cost proposals, the Board hereby supports the Notice to Award and Agreement to Acme Construction Company, Inc.

NOW THEREFORE, in consideration of the aforementioned, notice to award and agreements hereinafter set forth, District and Contractor agree as follows:

PASSED AND ADOPTED, THIS 28TH 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

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 28th DAY OF **March, 2023**, by and between the Tracy Unified School District ("District") and **Acme Construction Company, Inc.** ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. **The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

TRACY UNIFIED ELOP BLDGS. 2023

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

2. **The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
3. **Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **One Hundred Fifteen (115)** consecutive calendar days ("Contract Time") from the date specified for Contractor to mobilize.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
- **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **One Thousand dollars (\$1,000.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

6. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
7. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

8. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
9. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
10. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
11. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
12. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type **A and/or B** Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
13. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
14. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.
15. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 16. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Twelve Million Two Hundred Seventy-Six Thousand Two Hundred Ninety-Two Dollars_(\$12,276,292),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 17. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 18. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 19. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 20. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

TRACY UNIFIED SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

NOTICE OF AWARD

Dated: **March, 28, 2023**

To: **Acme Construction Company, Inc.** (Contractor)

1565 Cummins Drive, Modesto, CA 95358 (Address)

From: Governing Board ("Board") of the Tracy Unified School District ("District")

Re: **TUSD ELOP Buildings**, Project No. _____ ("Project").

Contractor has been awarded the Contract for the above-referenced Project on _____, 20____, by action of the District's Board.

The Contract Price is **Twelve Million Two Hundred Seventy-Six Thousand Two Hundred Ninety-Two** Dollars (\$12,276,292), and includes alternates #1, #2, and #3.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.
- i. Drug-Free Workplace Certification.

- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Buy American Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: March 14, 2023
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: Tracy Unified School District approved a new course, Introduction to Law, for Kimball High School, to be offered starting in the 2023-24 school year. The Instructional Media Center (IMC) convened an IM adoption committee to evaluate and recommend instructional materials for this course. The Curriculum Council recommended this program to the Board and the Board received a report on March 14, 2023.

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 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: Approve Adoption of Instructional Materials.

Prepared by: Debra Schneider, Ph.D.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 8, 2023
SUBJECT: Acknowledge Receipt of Tracy Educators Association's (TEA)
Sunshine Proposal for the 2023-2024 School Year

BACKGROUND: For the 2023-2024 reopener agreement contract negotiations, TEA is requesting to meet and negotiate the following articles:

- Article VI Hours
- Article VII Duties
- Article XII Class Size
- Article XIII Salaries (Compensation)
- Article XIV Fringe Benefits
- Article XVII Evaluations
- Article XVIII Safety
- Article XXXI Sick Leave
- Appendix I Special Education

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2023-2024 School Year.

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

To: Tammy Jalique

From: Miyoko Masuda

Date: 3/16/2023

Re: Notification of Intent to Bargain

In accordance with Article XX of the current Master Agreement between the Tracy Unified School District (TUSD) and the Tracy Educator's Association (TEA), TEA hereby notifies TUSD of its intent to open and bargain the following articles:

Automatic reopener:

Article XIII Salaries (Compensation)

Article XIV Fringe Benefits

TEA openers:

Article VI Hours

Article VII Duties

Article XII Class Size

Article XVII Evaluations

Article XVIII Safety

Article XXXI Sick Leave

Appendix I Special Education



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 17, 2023
SUBJECT: Acknowledge Receipt of California School Employees Association
Sunshine Proposal for the 2022-2023 School Year

BACKGROUND: For the 2023-2024 reopener agreement contract negotiations, CSEA is requesting to meet and negotiate the following articles:

- VIII Pay and Allowances
- X Fringe Benefits
- XI Hours and Overtime

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of California School Employees Association Sunshine Proposal for the 2023-2024 School Year.

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

From: neyriddle@aol.com <neyriddle@aol.com>
Sent: Wednesday, March 15, 2023 8:19 PM
To: Bunch, Michael <mbunch@tusd.net>; Jaliq, Tammy <tjaliq@tusd.net>
Cc: Michael Caulfield <mikecaulfield67@yahoo.com>; Caulfield, Michael <mcaulfield@tusd.net>;
dladwig@csea.com; RENEE RIDDLE <neyriddle@aol.com>
Subject: Contract Openers from CSEA

Hello Tammy and Michael,

This e-mail is to let you know the articles CSEA will be opening;

Article VIII, Pay and Allowances

Article X, Fringe Benefits.

Article 11

Thank you,

Renee Riddle

(I will be away from internet April 4th - May 5th - any union business please call Mike)

Proud volunteer of the American Cancer Society!

CSEA VP Chapter 98 retiree unit

don't count the days - make the days count!

... might not respond in a timely manner - I'm retired and could be traveling!



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 10, 2023
SUBJECT: Approve Tentative Agreement with CSEA for the Revised Job Description of Utility Person II

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The revision made to the job description will aid the District in increasing the applicant pool to fill the Utility II positions within the District.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve Tentative Agreement with CSEA for the Revised Job Description of Utility Person II.

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

TENTATIVE AGREEMENT

Between

TRACY UNIFIED SCHOOL DISTRICT

AND

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its CHAPTER 98

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") have reached agreement on the following revisions to the Utility Person II job description.

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Utility Person II

DEPARTMENT: Materials Management & Operations

POSITION SUMMARY:

Under the supervision of the District Custodial Coordinator, The Utility Person II will patrol the building, parking areas, grounds, and other areas to prevent illegal acts in order to maintain order and a safe working environment. In addition, the Utility Person II will perform facility set-ups, maintenance and custodial work in the cleaning and maintenance of assigned buildings, equipment and facilities.

ESSENTIAL FUNCTIONS:

1. Performs custodial work, light maintenance and facility set-ups.
2. Removes graffiti from various surfaces such as wood, metal, glass, plaster, stucco, wallboard, brick and cement.
3. Picks up litter from buildings and surrounding grounds and parking lots.
4. Lifts and stores supplies.
5. Reports safety, sanitation and fire hazards and removes objects hazardous to persons and property.
6. Patrols school district buildings, grounds and parking lots.
7. Checks, monitors and questions students or visitors who appear to be loitering or parking inappropriately.
8. Issues parking tickets to inappropriately parked cars.
9. Observes and reports to law enforcement agencies any acts by persons which contribute to injury to students or staff.
10. Develops and maintains friendly and cordial relations with students, staff and District officials.
11. Observes and reports hazards or activities which may affect district safety.
12. Checks, opens and locks doors, windows and gates as needed.
13. Assists the District Custodial Coordinator with substitute custodian monitoring and scheduling.
14. Maintains regular and prompt attendance in the workplace.
15. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Have a minimum of one year of experience in custodial or maintenance field. Prior work experience involving law enforcement desired. Must have a High School diploma or equivalent preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of operation, methods and practices followed in the use, maintenance and repair of tools, machinery and equipment.
2. Knowledge of plumbing and hardware techniques.
3. Ability to estimate the scope of each work assignment and secure the necessary tools and materials to complete the assignments.
4. Ability to use precision measuring equipment.
5. Ability to keep accurate records of work performed.
6. Knowledge of District Education Center rules and regulations.
7. Ability to deal tactfully and effectively with people of varying ages and faculty.
8. Ability to physically cover the areas of responsibility under varying weather conditions.
9. Knowledge of safe work practices.
10. Must pass required physical examination.
11. Ability to maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

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

1. Strong, physically active and in good health.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for brief periods of time.
4. Reach above shoulder level for brief periods of time.
5. Push/pull up to 50 lbs for a short distance.
6. Lift and carry up to 50 lbs at waist height for short distances.
7. Exercise, during the performance of his/her duties, the amount of physical control reasonably necessary to maintain order, protect property or protect the health and safety of students, staff and community members.
8. Run short distances.
9. Enter data into a computer terminal/typewriter for extended periods of time.
10. See and read a computer screen and printed matter with or without vision aids.

WORK ENVIRONMENT:

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

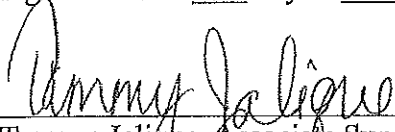
SALARY: Classified range 35

Non-exempt

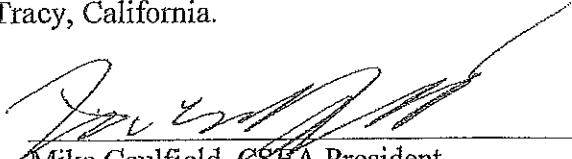
BOARD APPROVED: TUSD 1/8/02

Revised: TUSD 9/10/02

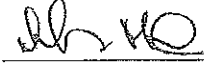
Agreed to this 17th day of November, 2022, in Tracy, California.



Tammy Jalique, Associate Superintendent
for Human Resources



Mike Caulfield, CSEA President



Debra Ladwig, CSEA Labor Relations
Representative