

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 13, 2022

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

TUSD board meetings are held in person.

To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)

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

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board:S. Abercrombie, A. Alexander, A. Blanco, Z. Hoffert, S. Kaur, L. Souza
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services:
3.2.1 Finding of Facts: 22/23#10, 22/23#11, 22/23#12, 22/23#13
Action: Vote: Yes___; No___; Absent___; Abstain ___
3.2.2 PE Exemptions: WHS#10330306
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.2.3 Board Waiver: NES#10332901
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:
3.3.1 Consider Paid Leave of Absence for Classified Employee #UCL-421, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.2 Consider Unpaid Leave of Absence for Certificated Management Employee #UC-1310
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.3 Consider Unpaid Leave of Absence for Certificated Management Employee #UC-1309
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.4 Release Probationary Classified Employee #UCL-422 Bus Driver
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___ | |

- 3.3.4** Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain ___
- 3.3.5** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 22/23#10, 22/23#11, 22/23#12, 22/23#13

3.2.1

Action: Motion___ Second___. **Vote:** Yes___; No___; Absent___; Abstain ___

6b Report Out of Action Taken on PE Exemptions: WHS#10330306

3.2.2

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6c Report Out of Action Taken on Board Waiver: NES#10332901

3.2.3

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6d Report Out of Action Taken on Board Consider Paid Leave of Absence for

3.3.1 Classified Employee #UCL-421, Pursuant to Article XXIII

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

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

3.3.2 Certificated Management Employee #UC-1310

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

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

3.3.3 Certificated Management Employee #UC-1309

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6g Release Probationary Classified Employee #UCL-422 Bus Driver

3.3.4

Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. Approve Regular Minutes of August 23, 2022

1-5

Action: Motion___ ; Second___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

8. Student Representative Reports: None.

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

9.1 Hirsch Elementary School Presentation

9.2 George Kelly School Presentation

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

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 COVID Update

10.2.2 Receive Report on School Safety

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed three (3) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1	Approve Accounts Payable Warrants (July 2022) (Separate Cover Item)	6
13.1.2	Approve Payroll Reports (July 2022)	7-12
13.1.3	Approve Revolving Cash Fund Reports (July 2022)	13-14
13.1.4	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	15-16
13.1.5	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	17-18
13.1.6	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year	19-20

13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Virtual Professional Development for Grades PK-5 and Enhanced Chemistry Science Teachers	21-27
13.2.2	Approve Agreement for Special Contract Services with McGraw Hill for Virtual Professional Development for Biology and Enhanced Biology Science Teachers	28-34
13.2.3	Approve Agreement for Special Contract Services with UC Davis, the History Project, to Provide Ethnic Studies Training for all Teachers During the 2022-2023 Academic Year	35-45
13.2.4	Approve Overnight Travel for the West High B.S.U. Club and Advisor to attend the Black Students of California United (BSCU) Leadership Conference in Santa Cruz, California on March 10-12, 2023	46

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	47-49
13.3.2	Approve Classified, Certificated, and/or Management Employment	50-55
13.3.3	Approve a Declaration for a Provisional Internship Permit	56-57

- | | | |
|---------------|--|--------------|
| 13.3.4 | Approve Agreement for the Designated Subjects Career Technical Education Program with San Diego County Office Education | 58-68 |
| 13.3.5 | Approve a Variable Term Waiver for Special Education Teachers- Added Authorization in Special Education (AASE); Autism Spectrum | 69-70 |
| 13.3.6 | Approve Overnight Travel for Tammy Jalique and Michael Bunch to participate in 2022 ACSA Personnel Institute in Sacramento California, September 25-28, 2022 | 71 |

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

14.1 Administrative & Business Services:

- | | | |
|----------------|--|--------------|
| 14.1.1 | Adopt Resolution #22-02, Recertifying the Appropriation Limits for the 2021/22 School Year for Tracy Joint Unified School District (Separate Cover Item) | 72-73 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |
| 14.1.2 | Approve the Unaudited Statement of Receipts and Expenditures for the 2021-2022 Fiscal Year (Separate Cover Item) | 74 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |
| 14.1.3 | Consider Claim 610664 | 75 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |

14.2 Educational Services: None.

14.3 Human Resources:

- | | | |
|----------------|---|--------------|
| 14.3.1 | Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the following positions: Career Education Technician, Warehouse Supervisor, Special Education Para Educator I, Para Educator for Therapeutic Behavior, Food Service Worker, Food Service Worker II, Food Service Supervisor, Food Service Warehouseman/Delivery Driver, STEM and Local Assessment Warehouse Clerk (Separate Cover Item) | 76-77 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |
| 14.3.2 | Approve Job Description for Secretary to the Director of PreK- STEM Curriculum and Local Assessment | 78-81 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |
| 14.3.3 | Approve Job Description and Salary for STEM Recruiting Coordinator | 82-85 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |
| 14.3.4 | Approve Job Description for Tracy Charter School Attendance Secretary | 86-88 |
| 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** September 27, 2022
- 17.2** October 11, 2022
- 17.3** October 25, 2022

18. Upcoming Events:

- | | | |
|-------------|-----------------------------|-------------------------------|
| 18.1 | October 24, 2022 | No School, P/T Conferences |
| 18.2 | November 11, 2022 | No School, Veteran's Day |
| 18.3 | November 21-25, 2022 | No School, Thanksgiving Break |
| 18.4 | December 19-January 2, 2023 | No School, Winter Break |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 23, 2022**

- 6:15 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, Z. Hoffert, L. Souza
Staff: R. Pecot, T. Salinas, T. Jalique, S. Smith
Absent: A. Blanco, S. Kaur
Trustee Erskine submitted her resignation on August 22, 2022.
- 7:00 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Finding of Facts: 22/23#02, 22/23#03, 22/23#04,
3.2.1 22/23#05, 22/23#06, 22/23#07, 22/23#08, 22/23#09
Action: Abercrombie, Souza. **Vote:** Yes-4; No-0; Absent-2(Blanco, Kaur);
6b Report Out of Action Taken on Reinstatements: AR#22-23/#02,
3.2.2 AR#22-23/#03, AR#22-23/#04
Action: **Vote:** Yes-4; No-0; Absent-(Blanco, Kaur)
6c Report Out of Action Taken on PE Exemptions: WHS#10356957,
3.2.3 WMS#10336889 (There was a clerical error that said this was listed
as "Early Graduation", but is actually "PE Exemptions").
Action: **Vote:** Yes-4; No-0; Absent-2(Blanco, Kaur)
6d Consider Paid and Unpaid Leave of Absence for Classified Employee
3.3.1 #UCL-420, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-4; No-0; Absent-2(Blanco, Kaur)
- Minutes:** 7. **Approve Regular Minutes of August 9, 2022.**
Action: Abercrombie, Souza. **Vote:** Yes-4; No-0; Absent-2(Blanco, Kaur)
- Audience:** C. Munger, D. Sprecksel, A. Muzzi, Z. Boswell, J. Noll, T. Mitchell, T. Quintana,
J. Nott, S. Strube, M. Baumann, G. Bradley, B. Browne, N. Link, S. Hawkins, E.
Quintana, D. Jackson, E. Hernandez
- Student Rep Reports:** 8.1 **Tracy High:** Olivia Orcutt is excited for her first board report. On registration day they had Link Crew who welcomed over 450 Freshman. Counselors have been working hard to organize everyone's schedules. Mr. Waggle is the new principal. He was formerly an assistant principal and coached for over 20 years. Ms. Strelka and Mr. Quintana are new assistant principals to our campus. Leadership has been planning noontime activities every Friday. Senior Sunrise was a big hit which included free donuts and a coffee bar. In Athletics, Julia Sawin attended the World Baton Twirling Championship in Italy which is highest level of competition and came home with a silver medal. Fall sports have started. The first game was against Kimball High. Our cheer and dance put on an excellent half-time show. All 3 teams

worked hard and came out with a win. This week is back to school spirit week, with various dress up days. On Friday will be a rally with performances, followed by the first home game against Bishop O'Dowd. This year's Homecoming theme is Tracy Plus. Each class will have a "Disney Plus" type theme.

Kimball High: Julian Stephens is the ASB president and commented that they began the school year with a "No backpack day" bringing nothing but themselves on the first day of school. Each period had activities to get students to get to know each other. Senior Sunrise was fun, and they gathered at the stadium to watch the sunrise, play games, and have breakfast. Monday began kick-off week with a spirit or dress up day on each day. The rally was held on Friday with games. That night was the first home jungle which was a blackout dance. Auditions for the Fall musical will be held for "Mary Poppins". Today was start of club rush week during lunch. There are 41 clubs including the feminist club, Science Olympiad, random acts of kindness and many more. It's been a great month and students are excited for a fantastic school year.

West High: Lily Banchemo and Owen Jackson reported that summer was full of work in preparation of the school year. Freshman orientation, led by the Link Crew, had a Scooby Doo theme. There were performances from API and the Mecha clubs and there was a sneak peek of the Blue Crew. Students had a scavenger hunt and participated in a raffle. The first day of school included the annual red-carpet event. Cheer, band, and JROTC were there to join in the welcome. It's an awesome memory that they will have for the rest of their lives. Last week was spirit week, with various dress up/theme days. Everyone wore yellow on minion day and extreme blue and gold on Friday. Rush Week was held for students to have the opportunity to join clubs. They also had games from Project Smile, and the new Boys & Girls Club. API and Mecha performed. They handed out otter pops and water. Friday was a tailgate and they had the most participation ever. FFA made hotdogs and live music played from their new band on campus. They had face painting, rock painting, and more. After, students attended the first home football game of the season. They did not win Friday's game but they scored 3 times. They had a back to school dance and it was nice to dance with friends. It's only the third week of school and they are exhausted but started prep for the Senior Sunrise which will be held next Friday and preparations for Homecoming are under way. It will be legendary.

Alternative Ed: Andrea Nunez is a senior at Stein. Tonight, she is filling in for Olivia Stephenson who could not make it. TYAP are completing assignments and will be washing cars for donations and all proceeds will be going towards their bikes for transportation. Students from Duncan Russell and Home Hospital have begun the school year as well. Stein High students are working on credits and will be participating in college and career labs. Students are earning English 4 credits by working through 5 modules. Another student then passed out energy bites that students had made in their labs. They are busy planning Senior Sunrise and back to school night will be held on Thursday.

Recognition & Presentations:

9.1 Recognize and Congratulate Julia Sawin for Receiving the Silver Medal at the Baton Twirling World Championship Held in Italy

A video was played from the Good Day television program. Assoc Superintendent of Human Resources, Tammy Jalique, recognized Julia Sawin and presented her with a certificate.

9.2 Jacobson Elementary School Presentation

Principal, Derek Sprecksel and Assistant Principal, Ashley Muzzi, presented a power point on teamwork for student success. To develop this teamwork they have a positive culture and good work ethic. They start their meetings celebrating and recognizing staff. A staff shout out board was created and staff can grab a pen and notepaper and leave a kind note or shout out on the board. Creating the guiding collation has grown over the past 4 years. All grade levels are represented by a teacher along with Mr. Sprecksel and Ms. Muzzi. Many are volunteering to take part in this. This is similar to a leadership team with a mission statement to continually seek ways to maximize educational growth for all students. This year they have become a treatment site for STEM and have 4 grade levels represented on the instructional leadership team. They held their first ILT site meeting last week and are moving full steam ahead. This team will provide ongoing teaching and support. In September they will provide 30 minutes of professional development. They then showed pictures of STEM projects in classrooms at Jacobson. The PLC time is also an important factor. They focus on what we want students to know and do; how will we know if they learn; and how to respond if they do not learn. Last year, literacy was focused on with the book club. This is still ongoing and teacher budgets have increased so that we can build literacy. They have increased their technology with new projectors, 2 computer labs and laptop carts in all classrooms. Building school community is very important. The Parent Liaison, Pablo Pinedo does a great job. The Boys & Girls Club director organized the drive through food pantry along with Pastor Kevin James and they will be back in late September. His team comes with a truck filled with boxes of food that can feed a family of 4 for a week. They advertise and promote this through the school community. The thanked everyone for their support from their office staff.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 COVID Update

Dr. Zachary Boswell, Director of Curriculum & Accountability, presented a power point that showed San Joaquin County with 26.1 cases per 100,000 and State of California is 25.7 per 100,000.

Hearing of Delegations

11. Director of Adult and Career Technical Education, Sam Strube, is here to comment on Item 13.2.4, the MOU with Delta Collegé. They are wanting to

establish a relationship to offer Adult School courses in phlebotomy and pharmacy tech. Once students have their certificate, they will be able to get a job and their get foot in the door. This is a CTE class at the Adult School and is an exciting opportunity.

Elizabeth Hernandez is an 18 year old who wants to be able to go to Tracy High even. She is short on credits and was a student in Mexico. Some of her grades from previous schools are not valid here. She would like to go to a four-year university and needs her high school diploma to do so. She would like help so that she can be approved to attend high school so she can go to college.

- Public Hearing:** 12.1 **Administrative & Business Services:** None.
- Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Abercrombie, Souza.
Vote: Yes-4; No-0; Absent-2(Blanco, Kaur)
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year
- 13.2 **Educational Services:**
- 13.2.1 Agreement for Contract Services between Scott Backovich/Envolve Schools and TUSD for the 2022-2023 School Year to provide Leadership Training to students in Leadership positions at THS, KHS, and WHS
- 13.2.2 Approve Agreement for Special Contract Services with Affinity Transportation LLC to Provide Transportation Services for Special Education Students to a Non-Public School for the 2022-2023 School Year
- 13.2.3 Approve Agreement for Contract Services between 360 Degree Customer Inc. and Health Services Department for the 2022-2023 School Year
- 13.2.4 Approve Partnership Agreement for Instructional Services between San Joaquin Delta Community College District and Tracy Unified School District
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

- Action Items:**
- 14.1 Administrative & Business Services:**
 - 14.1.1** Approve Governance Team Handbook
 - Action:** Abercrombie, Souza. **Vote:** Yes-4; No-0; Absent-2(Blanco, Kaur)
 - 14.1.2** Approve Naming Facility and Appoint Screening Committee
 - Action:** Hoffert, Alexander. **Vote:** Yes-2; No-2; Absent-2(Blanco, Kaur)
 - Motions Failed.
 - 14.2 Educational Services:** None.
 - 14.3 Human Resources:**
 - 14.3.1** Adopt Revised Administrative Regulation 4161.8, 4261.8 and 4361.8 and Abolish Board Policy 4161.8 (Second Reading)
 - Action:** Approved as final. Abercrombie, Souza.
 - Vote:** Yes-4; No-0; Absent-2(Blanco, Kaur)

Board Reports: Trustee Souza has heard good things about the first few weeks of school. She gave a shout out to Tracy High FEAST who will be bringing dinners for the board. She congratulated Trustee Abercrombie on being named employee of the month for City of Tracy. He is in our schools on a daily basis and knows many students and teachers. It's nice to have a board member that has the pulse on our schools. Trustee Abercrombie gave a shout out to Stein security and the Tracy Police Department. He is glad they were on it and the young man was safe and everything worked out well. He wishes Trustee Kaur good luck as she will be delivering a baby tomorrow. He also thanked Trustee Erskine for her service and is sorry she was unable to complete her term. He welcomed anyone to participate in Clean-up Day which will be held at Kimball High School on September 10th at 9:00am. The Dare kids will be there as well. Trustee Hoffert commented that last Friday he attended the Tracy v. Kimball football game. He congratulated Tracy High for a well-played game. Trustee Alexander thanked everyone for coming tonight. He thanked Trustee Erskine for her service on the board.

Superintendent Report: Dr. Pecot thanked Trustee Erskine. She is a caring person and will be missed. He thanked the Stein High security, Raul Cedano. We always have drills and practices, and it's nice to see the training implemented and he is glad that the student was brave and kept safe. He thanked teachers for stepping up to cover preps and split assignments in classes. It is not easy for anyone and is appreciated. Trustee Souza talked about the first 3 weeks of school going well and it is not by accident. He thanked Mr. Sprecksel and Ms. Muzzi for their great presentation. He implores trustees to visit Jacobson School. The staff is doing an outstanding job.

Adjourn: 7:48 p.m.

Clerk

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 25, 2022
SUBJECT: Approve Accounts Payable Warrants (July 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (July 2022).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 25, 2022
SUBJECT: Approve Payroll Reports (July 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (July 2022).

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

Pay Date 07/29/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	880,689.25	Teachers' Salaries
	1200	515,399.15	Cert Pupil Support Salaries
	1300	563,736.84	Cert Suprvrs' & Admins' Sal
	1900	90,413.85	Other Certificated Salaries
	2100	27,708.91	Instructional Aides' Salaries
	2200	783,149.47	Classified Support Salaries
	2300	211,477.30	Class Suprvrs' & Admins' Sal
	2400	341,182.84	Clerical & Office Salaries
	2900	11,735.61	Other Classified Salaries
	Total Labor	3,425,493.22	
Fund 01	SACS Object	Amount	
	3101	384,091.88	STRS On 1000 Salaries
	3102	10,940.67	STRS On 2000 Salaries
	3201	9,864.27	PERS On 1000 Salaries
	3202	332,837.16	PERS On 2000 Salaries
	3301	30,159.01	
	3302	97,479.38	
	3401	165,250.27	
	3402	203,390.17	
	3501	10,251.13	State Unemploy On 1000 Salary
	3502	6,863.29	State Unemploy On 2000 Salary
	3601	35,296.79	Worker'S Comp Ins On 1000 Sal
	3602	23,676.35	Worker'S Comp Ins On 2000 Sal
	3701	72,186.75	
	3702	30,173.29	
	3901	126.54	
	Total Contributions	1,412,586.95	

Fund 09	SACS Object	Amount	
	1100	25,240.07	Teachers' Salaries
	1200	10,158.28	Cert Pupil Support Salaries
	1300	4,324.24	Cert Suprvrs' & Admins' Sal
	2400	7,108.83	Clerical & Office Salaries
	Total Labor	46,831.42	

Fund 09	SACS Object	Amount	
	3101	7,562.29	STRS On 1000 Salaries
	3202	1,803.50	PERS On 2000 Salaries
	3301	512.12	
	3302	544.09	
	3401	3,452.64	
	3402	628.62	
	3501	198.61	State Unemploy On 1000 Salary
	3502	35.55	State Unemploy On 2000 Salary
	3601	683.86	Worker'S Comp Ins On 1000 Sal
Fund 11	3602	122.39	Worker'S Comp Ins On 2000 Sal
	Total Contributions	15,543.67	
	SACS Object	Amount	
	1200	8,679.59	Cert Pupil Support Salaries
	1300	11,520.83	Cert Suprvrs' & Admins' Sal
	2400	3,198.95	Clerical & Office Salaries
	Total Labor	23,399.37	
	SACS Object	Amount	
	3101	3,858.25	STRS On 1000 Salaries
	3202	811.58	PERS On 2000 Salaries
Fund 11	3301	289.22	
	3302	217.10	
	3401	1,254.93	
	3402	513.14	
	3501	100.99	State Unemploy On 1000 Salary
	3502	16.00	State Unemploy On 2000 Salary
	3601	347.76	Worker'S Comp Ins On 1000 Sal
	3602	55.08	Worker'S Comp Ins On 2000 Sal
	Total Contributions	7,464.05	
Fund 12	SACS Object	Amount	
	2300	1,884.26	Class Suprvrs' & Admins' Sal
	Total Labor	1,884.26	
	SACS Object	Amount	
	3202	478.04	PERS On 2000 Salaries
	3302	144.14	
	3402	15.49	
	3502	9.42	State Unemploy On 2000 Salary
	3602	32.44	Worker'S Comp Ins On 2000 Sal
	Total Contributions	679.53	

Fund 13	SACS Object	Amount
	2200	25,511.06
	2300	24,906.86
	2400	18,234.40
	Total Labor	68,652.32

Classified Support Salaries
Class Suprvrs' & Admins' Sal
Clerical & Office Salaries

Fund 13	SACS Object	Amount
	3202	17,419.84
	3302	5,166.63
	3402	8,606.96
	3502	343.27
	3602	1,181.91
	Total Contributions	32,718.61

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

Selection Grouped by Fund - Sorted by Object, (Org = 75)

ESCAPE ONLINE

Pay Date 07/08/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	610,284.70	Teachers' Salaries
		1200	4,314.21	Cert Pupil Support Salaries
		1900	13,874.22	Other Certificated Salaries
		2100	55,764.12	Instructional Aides' Salaries
		2200	121,264.97	Classified Support Salaries
		2300	220.00	
		2400	35,586.33	Clerical & Office Salaries
		2900	4,846.17	Other Classified Salaries
		Total Labor	846,154.72	
Fund	01	SACS Object	Amount	
		3101	91,173.45	STRS On 1000 Salaries
		3201	934.06	PERS On 1000 Salaries
		3202	17,109.41	PERS On 2000 Salaries
		3301	11,023.69	
		3302	15,344.94	
		3501	3,142.63	State Unemploy On 1000 Salary
		3502	1,088.34	State Unemploy On 2000 Salary
		3601	10,764.44	Worker'S Comp Ins On 1000 Sal
		3602	3,728.41	Worker'S Comp Ins On 2000 Sal
		Total Contributions	154,309.37	
Fund	09	SACS Object	Amount	
		1100	13,327.90	Teachers' Salaries
		2400	5,257.27	Clerical & Office Salaries
		Total Labor	18,585.17	
Fund	09	SACS Object	Amount	
		3101	2,255.09	STRS On 1000 Salaries
		3202	984.79	PERS On 2000 Salaries
		3301	193.25	
		3302	402.19	
		3501	66.63	State Unemploy On 1000 Salary
		3502	26.28	State Unemploy On 2000 Salary
		3601	228.28	Worker'S Comp Ins On 1000 Sal
		3602	90.05	Worker'S Comp Ins On 2000 Sal
		Total Contributions	4,246.56	

Fund	11	SACS Object	Amount	
		1100	14,535.93	Teachers' Salaries
		1200	75.33	Cert Pupil Support Salaries
		2100	2,564.28	Instructional Aides' Salaries
		2400	1,533.78	Clerical & Office Salaries
		Total Labor	18,709.32	
Fund	11	SACS Object	Amount	
		3101	2,159.39	STRS On 1000 Salaries
		3202	658.85	PERS On 2000 Salaries
		3301	200.94	
		3302	313.50	
		3501	73.06	State Unemploy On 1000 Salary
		3502	20.50	State Unemploy On 2000 Salary
		3601	250.26	Worker'S Comp Ins On 1000 Sal
		3602	70.20	Worker'S Comp Ins On 2000 Sal
		Total Contributions	3,746.70	

Fund	12	SACS Object	Amount	
		2100	1,628.67	Instructional Aides' Salaries
		Total Labor	1,628.67	
Fund	12	SACS Object	Amount	

		3102	67.36	STRS On 2000 Salaries
		3202	144.42	PERS On 2000 Salaries
		3302	73.47	
		3502	8.14	State Unemploy On 2000 Salary
		3602	27.90	Worker'S Comp Ins On 2000 Sal
		Total Contributions	321.29	

Fund	13	SACS Object	Amount	
		2200	23,687.54	Classified Support Salaries
		Total Labor	23,687.54	
Fund	13	SACS Object	Amount	

		3202	3,430.58	PERS On 2000 Salaries
		3302	1,496.12	
		3502	118.43	State Unemploy On 2000 Salary
		3602	405.73	Worker'S Comp Ins On 2000 Sal
		Total Contributions	5,450.86	

Selection Grouped by Fund - Sorted by Object, (Org = 75)



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 25, 2022
SUBJECT: Approve Revolving Cash Fund Reports (July 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (July 2022).

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

07/05/22

TUSD
REVOLVING CASH FUND
June 2022

Date	Num	Name	Memo	Paid Amount
06/08/2022	9833	TOGO'S	PO22-00689	
			01-0000-0-0000-7150-4300-810-1001	-121.00
TOTAL				-121.00
06/17/2022	9834	San Joaquin Valley	CASE #: N22-0453; NOV # 49761; PERMIT # ...	
			PO22-00292 - 01-0000-0-0000-8200-5800-840-...	-45.00
			01-0723-0-1110-3600-5800-840-9702	-135.00
			01-0724-0-5750-3600-5800-840-9702	-270.00
TOTAL				-450.00



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 29, 2022
SUBJECT: Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SEPTEMBER 13, 2022
SUMMARY OF SERVICES**

A. Vendor: Opening Technologies Inc.
Sites: Tracy High School
Item: Contract
Services: Phase 3 install of new code compliant restrictive keying system for Tracy High School buildings A, B, and C, and the stadium area.
Cost: \$119,957.72
Project Funding: Fund 14/Deferred Maintenance

B. Vendor: RGA+ a Studio of HMC Architects
Sites: Various Sites
Item: Contract for Architectural Services
Services: ELOP Modular Building Facilities and ADA Improvements to include: modifications as required to accommodate new buildings and to make sites compliant with DSA requirements.
Cost: \$240,000.00 based on project estimate valuation
Project Funding: Fund 14/Deferred Maintenance



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 18, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Luzy I. Azama for the amount of \$500.00 (ck. #3689). This donation will benefit Kimball High School's Art Department, it will be used to purchase supplies.

West High School:

1. Tracy Unified School District/West High School: From C.T. and D.A. Conney for the amount of \$1,000.00 (ck. #242). This donation will benefit West High School's football program.
2. Tracy Unified School District/West High School: From Brenda Osorio, Farmers Insurance Agent, for the amount of \$500.00 (ck. #3025). This donation will benefit West High School's girls volleyball team.
3. Tracy Unified School District/West High School: From Kristin and Charles Sterni for the amount of \$1,000.00 (ck. #128). This donation will benefit West High School's girls volleyball program.

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: August 31, 2022
SUBJECT: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year

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

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

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

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

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



2022/2023 School-Connected Organization Booster Clubs

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

Revised 7/6/22



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: August 22, 2022
SUBJECT: Approve Agreement for Special Contract Services with Houghton Mifflin
Harcourt for Virtual Professional Development for Grades PK-5 and
Enhanced Chemistry Science Teachers

BACKGROUND: Houghton Mifflin Harcourt's instructional materials (IM) were adopted by the Board for grades PK-5th and enhanced chemistry science instruction in Spring, 2022. Houghton Mifflin Harcourt has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in science.

RATIONALE: Teachers will receive virtual professional development on the newly adopted IM as a follow up to the professional development received at Pre-Service. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is not to exceed \$7,200 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Virtual Professional Development for Grades PK-5 and Enhanced Chemistry Science Teachers.

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

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 Houghton Mifflin Harcourt, 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: Approve Agreement for Special Contract Service
Houghton Mifflin Harcourt for grades PK-5 California Science Dimensions - virtual trainings

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 9 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Virtual.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 800 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 7,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September, 2022, and shall terminate on May, 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, Erin Quintana, at (209) 830-3232 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



Houghton Mifflin Harcourt

Proposal #008478555

Prepared For

Tracy Unified School District

1875 W Lowell Ave

Tracy CA 95376

Attention:

Erin Quintana

equintana@tusd.net

For the Purchase of:

HMH Science Dimensions Ca K-5 2020

Prepared By

Nancy Lawrie-Stuckey

nancy.lawrie-stuckey@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for Professional Services purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send Check Payments to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Erin Quintana
equintana@tusd.net

HMH Confidential and Proprietary

Send Orders to:
k12orders@hnhco.com
FAX: 800-269-5232

HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Date of Proposal: 8/11/2022

Proposal for Tracy Unified School District

Expiration Date: 9/25/2022

ISBN	Title	Price	Quantity	Value of All Materials
PD Services				
1726809 9781328568700	California Science Dimension Follow-Up Live Online 2-Hour Grades 9-12	\$800.00	3	\$2,400.00
1726779 9781328567970	California Science Dimension Follow-Up Live Online 2-Hour Grades TK-6	\$800.00	6	\$4,800.00
Total for Services				
Total for PD		\$7,200.00		

<i>Total Savings:</i>	\$0.00
<i>Subtotal Purchase Amount:</i>	\$7,200.00
<i>Shipping & Handling:</i>	\$0.00
<i>Sales Tax:</i>	\$0.00

Total Cost of Proposal (PO Amount):	\$7,200.00
--	-------------------

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Erin Quintana
equintana@tusd.net

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hnhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Proposal for
Tracy Unified School District**Total Cost of Proposal (PO Amount): \$7,200.00**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Tracy USD 1875 W Lowell Ave Tracy, CA 95376-2291	Sold to: Tracy USD 1875 W Lowell Ave Tracy, CA 95376-2291
---	---
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 8/11/2022

Proposal Expiration Date: 9/25/2022

**Houghton Mifflin Harcourt**

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Erin Quintana
equintana@tusd.net

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hnhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: August 22, 2022
SUBJECT: Approve Agreement for Special Contract Services with McGraw Hill
for Virtual Professional Development for Biology and Enhanced
Biology Science Teachers

BACKGROUND: McGraw Hill's instructional materials (IM) were adopted by the Board for biology and enhanced biology science instruction in Spring, 2022. McGraw Hill has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in science.

RATIONALE: Teachers will receive virtual professional development on the newly adopted IM as a follow up to the professional development received at Pre-Service. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is not to exceed \$3,000 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with McGraw Hill for Virtual Professional Development for Biology and Enhanced Biology Science Teachers.

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

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 McGraw Hill, 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: Approve Agreement for Special Contract Service
McGraw Hill for biology and enhanced biology - virtual trainings

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 2 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Virtual.

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

- a. District shall pay \$ 1,500 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 3,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September, 2022, and shall terminate on May, 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, Erin Quintana, at (209) 830-3232 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 _____

Because learning changes everything.

QUOTE PREPARED FOR:

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

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Erin Quintana
equintana@tUSD.net

SALES REP INFORMATION:

Erin Panelli
erin.panelli@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
PROFESSIONAL DEVELOPMENT HALF DAY VIRTUAL TRAINING 2 HOUR SESSION GRADE 6-12	\$3,000.00	\$0.00	\$3,000.00
PRODUCT TOTAL*	\$3,000.00	\$0.00	\$3,000.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$3,000.00

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

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

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

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

QUOTE DATE: 08/16/2022

ACCOUNT NAME: Tracy Unified School Dist

EXPIRATION DATE: 09/30/2022

QUOTE NUMBER: MROSS-08162022-001

ACCOUNT #: 249434

PAGE #: 1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
PROFESSIONAL DEVELOPMENT HALF DAY VIRTUAL TRAINING 2 HOUR SESSION GRADE 6-12					
PROFESSIONAL DEVELOPMENT HALF DAY VIRTUAL TRAINING 2 HOUR SESSION GRADE 6-12	978-1-26-437306-2	2	\$1,500.00	\$0.00	\$3,000.00
PROFESSIONAL DEVELOPMENT HALF DAY VIRTUAL TRAINING 2 HOUR SESSION GRADE 6-12 Subtotal:				\$0.00	\$3,000.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

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

QUOTE DATE: 08/16/2022

ACCOUNT NAME: Tracy Unified School Dist

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QUOTE NUMBER: MROSS-08162022-001

ACCOUNT #: 249434

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

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

CONTACT:

Erlin Quintana
equintana@tUSD.net

VALUE OF ALL MATERIALS	\$3,000.00
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$3,000.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$3,000.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

Thank you!

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

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

Terms of Service:

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

Terms Of Service

Provisions required by Subscriber State law

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

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

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

QUOTE DATE: 08/16/2022

ACCOUNT NAME: Tracy Unified School Dist

EXPIRATION DATE: 09/30/2022

QUOTE NUMBER: MROSS-08162022-001

ACCOUNT #: 249434

PAGE #: 3



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: August 23, 2022
SUBJECT: Approve Agreement for Special Contract Services with UC Davis, the History Project, to Provide Ethnic Studies Training for all Teachers During the 2022-2023 Academic Year

BACKGROUND: On October 8, 2021, California became the first state to make ethnic studies a graduation requirement (Ed Code Section 51226.7). The graduating class of 2029-30 will be the first to be required to take this new, required course. Tracy Unified School District must develop this course to be implemented during or before the 2026-27 school year. Tracy USD will begin the process of designing the course and its placement in the high school course pathway in the 2022-23 school year, assisted by the CA History Project consultants from UC Davis (UCDHP).

RATIONALE: Researchers say that ethnic studies can improve the graduation and college-going rates among all students—and especially teens of color. The state has created model curricula to guide district's development of an ethnic studies course. UCDHP consultants have worked with districts in California to guide their local development of ethnic studies courses and are uniquely qualified to assist TUSD in this effort. This is a resubmission from the May 24th Board Meeting, since then UC Davis has asked that we include their contract for signatures.

UC Davis will provide five (5), 2-hour afternoon sessions, five (5), 6-hour sessions from 8:00am to 3:00pm and advisory committee hours. The workshops will support all TUSD teachers. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. 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 the Ethnic Studies training is not to exceed \$51,000 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with UC Davis, the History Project, to Provide Ethnic Studies Training for all Teachers During the 2022-2023 Academic Year.

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

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 The History Project at UC Davis, 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: Tracy Unified School District seeks professional learning support from The History Project at UC Davis, for their high school history-social science teachers to deepen their understanding of Ethic Students epistemology, concepts, content, and pedagogy in order to design a new course and prepare to teach the course.

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 51 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location various sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 51,000 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$ 51,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 51,000 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 August, 2022, and shall terminate on May, 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, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [x] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

UNIVERSITY SERVICES AGREEMENT
(Tracy Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis College of Letters and Science and its History Project (the Facility) and TRACY UNIFIED SCHOOL DISTRICT (Sponsor).

RECITALS

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

TERMS AND CONDITIONS

1. Services. The Facility shall provide professional learning programming aligned to the updated History-Social Science (HSS) Curriculum for the Sponsors teachers with a focus on Ethnic Studies, as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature through 05/31/23.
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rates of \$1,000.00/hr. and \$250.00/hr as more fully described in "Exhibit A". The total cost of services shall not exceed \$51,000.00. Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 30 days of Sponsor's receipt

of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

- 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.

- 5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

6. Non-Liability of University.

- 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.

- 6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

- 6.3. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.

- 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.

7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

- 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY SPONSOR FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.
10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in

connection with or as a result of performing the services described in Exhibit A. Upon written request, University agrees to submit a copy of any proposed publication to Sponsor and allow Sponsor a 30 day period in which to review each publication for confidentiality purposes and to identify any inadvertent disclosures of Sponsor's Confidential Information. If necessary to permit the preparation and filing of United States patent applications, University may agree, in its sole discretion, to an additional delay period not exceeding 30 days.

11. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:
 - 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY Steven Kobayashi Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616 E-mail: stkobayashi@ucdavis.edu	SPONSOR Tracy Unified School District Erin Quintana Director-Prof Learning & Curriculum (209) 830-3232 ext 1551 E-mail: equintana@tusd.net
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 - 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Stacey Greer History Project University of California One Shields Avenue Davis, CA 95616	Telephone: (530) 752-4286 E-mail: sbgreer@ucdavis.edu
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14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

The History Project

18. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

TRACY UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____
Steven Kobayashi
Associate Director
Procurement & Contracting Services
UC Davis Contracting Services

Print name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Ethnic Studies Professional Learning
Tracy Unified School District

2022-2023 Academic Year



Background: Tracy Unified School District (TUSD) seeks professional learning support for their high school history-social science teachers to deepen their understanding of Ethnic Studies epistemology, concepts, content, and pedagogy in order to design a new course and prepare to teach the course.

Services:

To meet the needs of TUSD, the History Project at UC Davis (HP) proposes the following three programs:

1. *Developing Understanding to Design and Teach an Ethnic Studies Course for TUSD*

A. This series of professional learning to teach ethnic studies and develop the course will include the following elements:

- Reading and discussion of fundamental Ethnic Studies history, scholarship, and principles, from which to ground the course. For example:
- Review of TUSD student and community data to help customize the course to the needs of TUSD students and community.
- Facilitated collaboration to customize student outcomes for TUSD based on shared understanding of the Ethnic Studies discipline(s)
- Examination of the CA Ethnic Studies Model Curriculum as a resource for building the course.
- Active teaching model where we engage teachers as active learners in activities, most of which are appropriate to use in the classroom to teach the course's four key aspects:
 - **Identity:** Who Am I? What is the story of my family and community? How do the intersections of my identity compel me to make positive change and bring social justice to my community and the world?
 - **Content:** What is Ethnic Studies? What makes Ethnic Studies different from a traditional history course? From a social justice course? What are the key Ethnic Studies terms and theories?
 - **Community:** Local history through an ethnic studies lens; building relationships with the community; Community Cultural Wealth; framework for understanding schooling; developing civic action/praxis where students and teachers identify and work to implement solutions to improve their community.
 - **Pedagogy:** Student-centered pedagogy that is interactive, inquiry-based, cross-disciplinary, humanizing, and supporting students' civic engagement.
- Facilitation of participant reflection and discussion as they explore ethnic studies and their own positionality.
- Identify and define Key Concepts for the course
- Work with teachers and the district to determine if the course would last one semester or two.
- Review and identify key community partnerships and resources to support the course
- Facilitated collaboration time to develop course outline and questions, unit structure and questions, and required lesson examples to meet the requirements to submit the course for UC Course approval.
- Presentations by additional teacher leaders, scholars, community experts as needed.
- Community-building activities to assist teachers in supporting each other, which can also be implemented in the classroom.

B. Details/Schedule/Hours

- Five, 2-hour afternoon sessions from 2:15-4:15 for 10 hours
- Five, 6-hour release-day session from 8:00am to 3:00pm (with an hour for lunch) for 30 hours
 - Total Hours = 40 hours

C. Cost

\$40,000 (40 hours @ \$1000/hour Professional Development Rate)

2. Technical Support for Establishment of Advisory Committee

A. The History Project at UC Davis will provide technical support to TUSD to solicit input and assist the district in establishing an advisory committee to support the district's ethnic studies program.

- Advise on surveys of parents, students, faculty, staff, and community for input
- Advise on defining mission, role, responsibilities, and composition of advisory committee
- Assist in identifying and connecting with ethnic studies and other scholars, community organizations, historical societies, and associations with relevant knowledge, experience, and perspectives as prospective members of an advisory committee
- Advise on surveys for stakeholder groups to inform the composition and/or work of the advisory committee.

B. Details/Schedule/Hours

- Not to exceed 20 hours of meeting time.

C. Cost

- Not to exceed \$5,000 (20 hours @ \$250/hour Technical Assistance Rate)

3. Information Series: Introduction to Ethnic Studies and AB 101 - for History-Social Science Teachers

A. The workshop series will include the following elements

- An explanation of the requirements in AB 101, which requires school districts to offer Ethnic Studies as a graduation requirement by the year 2029-2030.
- A discussion of what defines ethnic studies, its history, and what makes it different from other disciplines and courses
- An introduction to the CA Ethnic Studies Model Curriculum
- Activities to model an ethnic studies activity that can be used to build community in the classroom

B. Details/Schedule/Hours

- Four 1.5-hour after school sessions, for a total of 6 hours

C. Cost

- \$6,000 (6 hours @ \$1000/hour Professional Development Rate)

Project Period:

- August 2022 through May 2023

Academic Year 2022-2023 Full Cost

- \$51,000 (46 hours @ \$1,000/hour + 20 hours @ \$250/hour)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 31, 2022
SUBJECT: Approve Overnight Travel for the West High B.S.U. Club and Advisor to attend the Black Students of California United (BSCU) Leadership Conference in Santa Cruz, California on March 10-12, 2023

BACKGROUND: The Black Students of California United (BSCU), is in their seventh year as an organization; but they have been working with students and BSU clubs for 22 plus years. The stated mission of the BSCU is, "to provide California's African American youth with the tools, education and experiences to prepare them to become fully engaged participants in the State's civic and economic life". You can check out their website at www.blackstudentscu.org. This conference provides workshops and distinguished speakers to enrich the learning experience of the attendees. We will leave West High at 9:30 a.m. on Friday, March 10th; students will have opportunity to complete any missed work during the weekend conference. We hope to fill a bus to take a maximum of 30 students, 3 advisors to the DoubleTree by Hilton 2050 Gateway Place, San Jose, Ca. 95110.

RATIONALE: The Black Student Union club members will learn how to be strong community and campus leaders. This will be an enriching/empowering experience for students, exposing them to a professional environment and allowing them to network with students from across California. 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: The cost for hotel, transportation and meals will be approximately \$5,940. This will be paid by West High BSU ASB account and Title 1 funds.

RECOMMENDATION: Approve Overnight Travel for the West High B.S.U. Club and Advisor to attend the Black Students of California United (BSCU) Leadership Conference in Santa Cruz, California on March 10-12, 2023.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 2, 2022
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Galli, Nicole Personnel Technician	HR	8/31/2022	Accepted H.S. Attendance Secretary position
Ross, Rita Personnel Technician for Classified Employees	HR	9/5/2022	Accepted Personnel Technician for Substitute Employees position
Rucker, Tandi Assistant Principal	Central/Villalovoz	9/1/2022	Personal
Smith, Sheryl Secretary to the Director of Business Services	Bus. Services	8/14/2022	Accepted Secretary to the Superintendent position
Soto, Karina Personnel Technician for Substitute Employees	HR	9/5/2022	Accepted Personnel Technician position

Vollbrecht, Denise
Personnel Technician for
Classified/Certificated
Employees

HR

9/5/2022

Accepted Personnel
Technician for
Classified Employees
position

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Harrison, Benjamin Special Ed. RSP	MVMS	9/2/2022	Personal
Loretelli, Matthew Social Science	KHS	8/12/2022	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

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

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pires, Manuel Utility Person II	MOT	12/30/2022	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bartholdi, Natalie IEP Para Educator	CES	8/18/2022	Accepted Para for Therapeutic Behavior position
Brohard, Melissa Food Service Worker	Kimball	8/4/2022	Personal
Castaldi, Ashley Para Educator I	MES	8/29/2022	Personal
David, Imelda Para Educator I	WHS	8/13/2022	Personal

Fellon, Monika Para Educator I	MVMS	8/29/2022	Personal
Galvan, Avileni School Supervision Assistant	HES	8/28/2022	Accepted Para position
Hegarty, Kathryn H.S. Library Technician	West High	8/16/2022	Personal
Hewell, Alexandra Utility Person II	MOT	8/26/2022	Accepted Utility Person III position
Mendoza Rodriguez, Felipe Utility Person II	MOT	9/5/2022	Accepted Maintenance Electrician position
Merrill, Jesse Utility Person II	MOT	8/26/2022	Personal
Reyes, Felix Groundskeeper I	MOT	8/30/2022	Personal

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

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



HUMAN RESOURCES

MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 2, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Ross, Rita

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Personnel Technician for Substitute Employees
(Replacement)
DEC/Human Resources
8 hours per day
Range 13, LMH Step E - \$35.99 per hour
Fund: General

Smith, Sheryl

Secretary to the Superintendent (Replacement)
DEC/Superintendents Office
8 hours per day
Range 22, LME Step C - \$339.23 per day
Fund: General

Soto, Karina

Personnel Technician (Replacement)
DEC/Human Resources
8 hours per day
Range 10, LMH Step E - \$32.93 per hour
Fund: General

Vollbrecht, Denise

Personnel Technician for Classified Employees
(Replacement)
DEC/Human Resources
8 hours per day
Range 13, LMH Step E - \$35.99 per hour
Fund: General

BACKGROUND:

Harrison, Benjamin

Johnson, Megan

Rodrigues, Ana

BACKGROUND:

Bartholdi, Natalie

Bunn, DeAngelo

Cortez, John

Galvan, Avileni

Galli, Nicole

CERTIFICATED

Monte Vista Middle School
Special Education, RSP (Replacement)
"A" Class I, Step 4 \$52,366.00
Fund: Special Education

Art Freiler School
Mathematics (Replacement)
"A" Class I, Step 1 \$47,749.00
Fund: General

North School
Transitional Kindergarten (New)
"A" Class IV, Step 1 \$50,418.00
Fund: General

CLASSIFIED

Para Educator/Therapeutic Behavior (Replacement)
District Wide
6.5 hours per day
Range 31, Step C - \$21.12 per hour
Fund: Mental Health Related Services

Utility Person III (New)
MOT
8 hours per day
Range 38, Step B - \$23.70 per hour
Fund: General Fund, Special Ed Transportation,
Home to School Transportation

Utility Person III (New)
MOT
8 hours per day
Range 35, Step C - \$23.18 per hour
Fund: General

Para Educator I (Replacement)
Poet
15 hours per week
Range 24, Step D - \$18.78 per hour
Fund: Targeted EL

H.S. Attendance Secretary (New)
Tracy Charter
8 hours per day
Range 31, Step E - \$23.18 per hour
Fund: General

Haque, Azra	Para Educator I (New) Central 4 hours per day Range 24, Step C - \$17.94 per hour Fund: ELO Grant
Hewell, Alexandra	Utility Person III (New) MOT 8 hours per day Range 38, Step B - \$23.70 per hour Fund: Special Ed Transportation, Ongoing and Major maintenance
Hoehne, Kayla	Special Ed Para Educator (New) North 7 hours per day Range 24, Step E - \$19.67 per hour Fund: Special Education
Lou, Zhi	Utility Person II (Replacement) MOT 8 hours per day Range 35, Step D - \$24.27 per hour Fund: General
Madrigal, Gizel	School Site Budget Clerk (Replacement) SWP 4 hours per day Range 28, Step D - \$ 20.58 per hour Fund: General
Mendoza Rodriguez, Felipe	Maintenance Electrician (New) MOT 8 hours per day Range 52, Step A - \$31.43 per hour Fund: Ongoing and Major Maintenance
Mohile, Deepti	Para Educator I (New) Hirsch 6 hours per day Range 24, Step E - \$19.67 per hour Fund: Targeted SES
O'Shaughnessy, Kevin	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$24.87 per hour Fund: General, Special Ed Transportation

Parker, Ashley	Special Ed Para Educator (New) North 7 hours per day Range 24, Step C – \$17.94 per hour Fund: Special Education
Patel, Sheetalben	Special Ed Para Educator (Replacement) Bohn 6 hours per day Range 24, Step A – \$16.35 per hour Fund: Sp Ed- IDEA Bas Grant Entl
Paterson, Brie-Ann	Para Educator II (New) Poet 8 hours per day Range 30, Step B - \$19.67 per hour Fund: ELO Grant
Pineda, Abigail	Para Educator I (New) Kelly 4 hours per day Range 24, Step A - \$16.35 per hour Fund: ELO Grant
Ramirez Camacho, Micaela	Food Service Worker (Replacement) Kimball 3 hours per day Range 22, Step C - \$17.011 per hour Fund: Child Nutrition School Program
Rodriguez Ochoa, Rosario Gabriela	Utility Person II (Replacement) MOT 8 hours per day Range 35, Step C - \$23.18 per hour Fund: General
Samayoa-Baten, Shaneen	Para Educator I (New) Kelly 4 hours per day Range 24, Step C - \$17.94 per hour Fund: ELO Grant
Serrano, Victoria	Special Ed Para Educator (Replacement) North 6 hours per day Range 24, Step E - \$19.67 per hour Fund: Special Education
Shergill, Vimaljit	Food Service Worker (New) West High 2 hours per day Range 22, Step E - \$18.78 per hour Fund: Child Nutrition School Program

Standefer, Jessica

Food Service Worker (New)
Kelly
4.25 hours per day
Range 22, Step B - \$16.35 per hour
Fund: Child Nutrition School Program

Tovar, Julie

Para Educator I (New)
North
4 hours per day
Range 24, Step A - \$16.35 per hour
Fund: ELO Grant

BACKGROUND:

Andrews, Garrett

Football – Varsity Assistant Coach
West High
\$5510.40

Andrews, Josh

Football – Varsity Assistant Coach
West High
\$5510.40

Espino, Felipe

Tennis – Girls' Varsity Head Coach
Kimball High
\$4239.07

Hupman, Tida

Cross Country – Interim Assistant Coach
West High
\$3877.96

Larios, Gissel

Volleyball – JV Head Coach
West High School
\$5089.18

Mckey, Larry

Football – Frosh Assistant Coach
Kimball High
\$5089.18

Muniz, Theodore

Baseball – Varsity Head Coach
Tracy High
\$6358.61

Pombo, Richard

Baseball – Varsity Head Coach
Kimball High
\$6358.61

Spoulos, Brooke

Dance – Head Coach (Fall Season)
West High
\$2119.54

Spoulos, Brooke	Dance – Head Coach (Winter Season) West High \$2119.54
Tate, Daniel	Football – Frosh Assistant Coach Kimball High \$5089.18
Wichman, Casey	Golf – Girls’ Interim Head Coach West High \$2980.06
Wichman, Casey	Golf – Boys’ Head Coach West High \$4239.07
Williams, Theodore	Cross Country – Interim Varsity Head Coach West High \$4845.26

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: August 31, 2022
RE: Approve a Declaration for a Provisional Internship Permit

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employ the following teacher under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible to enroll in an Internship program.

Hugo Picaso; Multiple Subject; Williams Middle School

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: August 26, 2022
RE: **Approve Agreement for the Designated Subjects Career Technical Education Program with San Diego County Office Education**

BACKGROUND: San Diego County Office of Education is one of the only program sponsors that offers an online credential program for Designated Subjects and Career Technical Education Credentials. This agreement will remain in effect from July 1, 2022 through June 30, 2025.

RATIONALE: An agreement with San Diego County Office of Education will allow any present and future employees to enroll in their Designated Subject and Career Technical Credentialing program.

FUNDING: None.

RECOMMENDATION: Approve Agreement for the Designated Subjects Career Technical Education Program with San Diego County Office Education.

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

Services Agreement

This Agreement, for the provision of services is entered into this 14 day of September, 2022, by and between the SAN DIEGO COUNTY SUPERINTENDENT OF SCHOOLS (hereinafter referred to as "SDCOE") and Tracy Unified School District (hereinafter referred to as "Contractor") who agrees to provide the following services to the SDCOE:

1. Scope of Services.

Contractor shall provide services as described in Exhibit "A" entitled "Special Provisions" attached hereto and made a part hereof.

In the event of a conflict in or inconsistency between the terms of this agreement and Exhibit A, the Agreement shall prevail. Unless specifically stated otherwise, the order of precedence for the purpose of determining any conflict or inconsistency between the terms of this agreement and any other documents shall be as follows 1) Any amendment to this agreement, 2) this agreement, 3) Exhibit(s) to this agreement, 4) Other associated documents named in the agreement.

2. Term of Agreement.

This Agreement shall be effective from the period commencing **7/01/2022** and ending **6/30/2025**, unless sooner terminated by SDCOE as provided in the section of this Agreement entitled "Termination." Upon expiration or termination of this Agreement, Contractor shall return to SDCOE any and all equipment, documents or materials and all copies made thereof which Contractor received from SDCOE or produced for SDCOE for the purposes of this Agreement.

3. Termination.

This Agreement may be terminated with or without cause by SDCOE. Termination without cause shall be effective only upon thirty (30) days' written notice to Contractor. During said thirty-day period shall perform all consulting services in accordance with this Agreement.

This Agreement may also be terminated by either party for cause in the event of a material breach of this Agreement, misrepresentation in connection with the formation of this Agreement or the performance of services, or the failure to perform services. Termination for cause shall be effected by delivery of written notice by the non-breaching party. It is understood and agreed the termination may be delivered via email and shall be effective on the date sent.

4. Compensation and Reimbursement.

There is no exchange of compensation between the parties under this agreement.

5. Confidential Relationship.

SDCOE may from time to time communicate to Contractor certain information to enable Contractor to effectively perform the services. Contractor shall treat all such information as confidential, whether or not so identified, and shall not disclose any part thereof without the prior written consent of the SDCOE. Contractor shall limit the use and circulation of such information, even within its own organization, to the extent necessary to perform the services. The foregoing obligation of this Paragraph 5, however, shall not apply to any part of the information that (i) has been disclosed in publicly available sources of information; (ii) is, through no fault of Contractor, hereafter disclosed in publicly available sources of information; (iii) is now in the possession of Contractor without any obligation of confidentiality; (iv) is required to be disclosed by operation of law; or (v) has been or is hereafter rightfully disclosed to Contractor by a third

party, but only to the extent that the use or disclosure thereof has been or is rightfully authorized by that third party.

Contractor shall not disclose any reports, recommendations, conclusions or other results of the services or the existence of the subject matter of this Agreement without the prior written consent of the SDCOE. In its performance hereunder, Contractor shall comply with all legal obligations it may now or hereafter have respecting the information or other property of any other person, firm or corporation.

6. Public Records Act.

Contractor acknowledges that the SDCOE is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. The SDCOE acknowledges that Contractor may submit information that Contractor considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Contractor acknowledges that the SDCOE may submit to Contractor information that the SDCOE considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Receiving Party as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it.

7. Ownership of Documents.

All memoranda, reports, plans, specifications, maps and other documents prepared or obtained under the terms of this Agreement by or for SDCOE shall be the property of SDCOE and shall be delivered to SDCOE by Contractor upon demand.

Services provided to the SDCOE, and all participating schools therein, and all related materials including, but not limited to; audio; video; images; Contractor's name, slogans, quotes, writings; posters; and any other related materials which are exclusively owned by the Contractor will remain the exclusive property of the Contractor.

8. Fund Availability

Funding of this Agreement, if funded by the SDCOE, is contingent upon appropriation and availability of funds. Work performed in advance of Agreement approval shall be done at the sole risk of Contractor. In the event the funds are not available by operation of law or budget determination, SDCOE shall have the exclusive right to withhold funding.

9. Data Privacy and Protection

All SDCOE content/data (to include but not limited to: students, teachers, interns, aides, Principals, and other administrative personnel) involved in this agreement shall continue to be the property of and under the control of the SDCOE.

All content/data created by the SDCOE or by its students or personnel using the service(s) provided by Contractor pursuant to this Agreement will cease to be retained by the Contractor at the conclusion of this Agreement and will, in fact, be removed from the Contractor's records.

The Contractor will not use any information in a student or personnel record for any purposes other than those required or specifically permitted by this Agreement. Any other use of the SDCOE's student and personnel information will not be undertaken without the express, written consent of the SDCOE.

The Contractor certifies it uses and adheres to the following methods to ensure the privacy and security of all electronically stored information:

- transmission of student and personnel information is always via secure protocols (SFTP, SSL and/or encryption)
- no data transmission occurs via email
- student and personnel data are stored in an encrypted form and programmatic access to that data is done using secure coding standards without visible account or password information
- all server systems including data storage are maintained in a locked, secure, environmentally controlled facility
- all server systems have been hardened with industry standard recommended measures for security protection

The Contractor will notify the SDCOE within 24 hours of the Contractor discovering an unauthorized access or disclosure of SDCOE data.

The Contractor and the SDCOE will work together to ensure compliance with FERPA regulations as applicable.

10. No Assignments.

Neither any part nor all of this Agreement may be assigned or subcontracted, except as otherwise specifically provided herein, or to which SDCOE, in its sole discretion, consents to in advance thereof in writing. Any assignment or subcontracting in violation of this provision shall be void.

11. Audit.

Contractor agrees to maintain and preserve, until three (3) years after termination of the Agreement with the SDCOE and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, papers, and records related to this Agreement.

12. Independent Contractor.

It is expressly understood that at all times, while rendering the services described herein, and in complying with any terms and conditions of this Agreement, Contractor is acting as an independent contractor and not as an officer, agent, or employee of the SDCOE. Except as SDCOE may specify in writing, Contractor shall have no authority express or implied, to act on behalf of SDCOE in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind SDCOE to any obligation whatsoever.

13. Licenses, Permits, Etc.

Contractor represents and declares to SDCOE that it has all licenses, permits, qualifications, and approvals of whatever nature that is legally required to practice its profession. Contractor represents and warrants to SDCOE that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, or approval which is legally required for Contractor to practice its profession.

14. NOT USED

15. NOT USED

16. Tuberculosis Clearance.

Contractor shall certify in writing that Contractor's employees, volunteers, and subcontractors receive clearance for TB. In such cases where Contractor does not have in-person contact with students, contractor shall not be required to obtain TB clearance.

17. NOT USED

18. Indemnification.

To the fullest extent allowable by law, Contractor agrees to hold harmless, defend, and to indemnify the SDCOE, accept any and all responsibility for loss or damage to any person or entity, including SDCOE, and to indemnify, hold harmless, and release SDCOE, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against SDCOE based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent negligence on SDCOE's part, but to the extent required by law, excluding liability due to SDCOE's conduct. SDCOE shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

19. Tobacco-Free Facility.

The SDCOE is a tobacco-free facility. Tobacco use (smoked or smokeless) is prohibited at all times on all areas of or within SDCOE property.

20. Notices.

All notices, legal or otherwise, shall be provided as follows:

SDCOE: Sheiveh Jones, Executive Director
 6401 Linda Vista Rd
 San Diego, CA 92111
 858-295-8806
 snjones@sdcoe.net

With copy to: Chief Business Officer and
 SDCOE Legal Services
 6401 Linda Vista Rd
 San Diego, CA 92111

Contractor: TAMMY JALIQUE, Assoc. Supt. for HR (Name, Title)
 1875 W LOWELL AVE (Address)
 TRACY, CA, 95376 (City, State, Zip Code)

2098303260 (phone number)
tjalique@tUSD.net (email address)

21. Amendment.

No oral or other agreements or understandings shall be effective to modify or alter the written terms of this Agreement. This Agreement may be amended or modified only by a written instrument signed by the SDCOE and by a duly authorized representative of the Contractor.

22. Governing Law/Venue.

In the event of litigation, the Agreement and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in San Diego County.

23. Mediation.

In the event of any dispute, claim, question, or agreement or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith, recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties. If the parties are unable to resolve the issue(s) within a period of thirty (30) days, then upon notice of either party to the other, all disputes, claims, questions, or disagreements shall be resolved through mediation. The parties will select a mediator by their mutual agreement, within 30 days. If there can be no such agreement, each party will submit a list of five mediator choices to the other, rank ordered by preference. The mediator will then be selected based on a further discussion, unless an individual is on both lists and then that person would have preference. Each party shall bear its own costs, including without limitation one half of the cost of the fees and costs of mediation.

24. Compliance with Law.

The Contractor shall be subject to, and shall comply with, all federal, state, and local laws and regulations applicable to its performance under this Agreement including, but not limited to: licensing, employment, purchasing practices, wages, hours, and conditions of employment, including non-discrimination COVID requirements as stated in Exhibit B to this agreement.

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Contractor and any subcontractor(s) shall comply with all applicable rules and regulations to which SDCOE is bound by the terms of such fiscal assistance program.

25. Debarment, Suspension or Ineligibility Clause.

By signing this Agreement, the Contractor certifies that the Contractor, and any of its principles and/or subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency, and;
- ii. Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with containing, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery falsification or destruction of records, making false statements, or receiving stolen property. Contractor certifies that no employee, officer, agent, or subcontractor who may come in contact with students in performance of this Agreement, has been convicted of a serious or violent felony.

26. Authorization to Perform Services.

Contractor is not authorized to perform services or incur costs under this agreement until executed by both the Contractor and approved by signature of the SDCOE Superintendent of Schools or his designee, the Deputy Superintendent, Chief Business Officer.

27. Employment with Public Agency and Retirees.

Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are being performed pursuant to this Agreement. Retirees should seek guidance from their respective retirement system to avoid a loss of retirement benefits.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction, the California Public Employees Retirement System (PERS) or the State Teachers Retirement System (STRS) to be eligible for enrolment as an employee of SDCOE, Contractor shall indemnify, defend, and hold harmless SDCOE for the payment of any employee and/or employer contributions for such retirement benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as payment for any penalties and interest on such contributions, which would otherwise be the responsibility of SDCOE.

28. Conflict of Interests.

Contractor may serve other clients, but none whose activities or whose business, regardless of location, would place the Contractor in a "conflict of interest" as the term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq. Contractor shall not employ any SDCOE official in the work performed pursuant to this Agreement. No officer or employee of SDCOE shall have any financial interest in this Agreement that would violate California Government Code Sections 1029 et seq. Contractor warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of SDCOE. Contractor understands that if this Agreement is or was made in violation of Government Code 1090 et seq. the entire Agreement is void and Contractor will not be entitled to any reimbursement of expenses, and Contractor will be required to reimburse SDCOE for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code 1090 and, if applicable, will be disqualified from holding public office in the State of California.

29. Counterparts.

This Agreement (and any amendments) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Documents delivered electronically shall be valid and binding.

30. Severability.

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

31. Entire Agreement.

This Agreement represents the entire Agreement and understandings of the parties hereto and no prior writings, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representatives being thereunto duly authorized.

**SAN DIEGO COUNTY SUPERINTENDENT
OF SCHOOLS**

CONTRACTOR Tracy Unified School District

By (Authorized Signature)

Michael Simonson

Name (Type or Print)

Deputy Superintendent, Chief Business Officer

Title

Date

By (Authorized Signature)

Tammy Jalique

Name (Type or Print)

Assoc. Supt. for HR

Title

Date

EXHIBIT A SPECIAL PROVISIONS

A. The County agrees to:

1. Act as Local Educational Agency (LEA) in accordance with San Diego County Local Educational Agency agreement with the California Commission on Teacher Credentialing. a. Provide credential services for the review of applications for the Adult and Career Technical Education Designated Subjects Credentials.
2. Distribute Commission on Teacher Credentialing updates for credential standards and program information.
3. Review and organize data from course evaluations and mentor experiences. Report findings at Credential advisory meetings.
4. Organize quarterly advisory meetings.
5. Adhere to the California Commission on Teacher Credentialing educator preparation accreditation system's 7-year cycle of activities.
6. Provide support and linkages to partnering Institution of Higher Education (IHE).
7. Provide ongoing program improvement collaboration opportunities with IHEs, Districts, employers, and all relevant stakeholders.

B. The Contractor agrees to:

1. Provide supervisors (evaluative) who are:
 - a. Certificated and experienced in teaching.
 - b. Trained in supervision and support of beginning teachers.
 - c. Experienced in offering professional development opportunities.
 - d. Experienced in providing ongoing support to support providers and candidates.
 - e. Responsible for collaborating with the county program staff on selecting qualified mentors and completing all necessary paperwork.
2. Provide support provider (non-evaluative) mentors for each preliminary credential candidate (A. Scope of Services.
including substitute teachers) upon hire who are:
 - a. Program approved and meet minimum qualifications:
 - i. Hold a valid clear California teaching credential.
 - ii. Verify a minimum of three (3) years of classroom teaching experience.
 - iii. Verify recent work experience in an educational setting.
 - b. Trained in providing coaching and support to beginning teachers.
 - c. Assessed by new teacher candidates for their services.
 - d. Competent in providing complete, accurate and timely feedback to new teacher candidates throughout the period of the preliminary credential.
3. Provide staff available to assist and support candidates in the processing of credential application materials (i.e., district credential technician).
4. Ensure candidates enroll in Early Program Orientation within the first 30-days of employment.
5. Identify one (1) contact person as liaison with the County.

EXHIBIT B
COVID-19 Vaccination & Testing Requirements

The San Diego County Office of Education ("SDCOE") is a public agency that has a duty to implement health and safety protocols to address COVID-19 in accordance with all state and local regulations.

As a Contractor/Vendor for SDCOE, you are responsible for ensuring that your agents and employees are complying with applicable state, county and SDCOE guidelines whenever services are performed on all SDCOE operated facilities. Accordingly, SDCOE has implemented a COVID-19 vaccination verification and testing requirements for all vendors and contractors.

2. Contractor/Vendor must comply with and enforce the following requirements effective October 15, 2021:
 - a. All employees, volunteers and/or agents of Contractor/Vendor must provide proof of full vaccination. Such proof of vaccination must indicate that there has been at least 14 days between the last dose and the date of services.
 - b. Any employee, volunteer and/or agent who is not fully vaccinated against COVID-19 must undergo testing and test negative for COVID-19 on a weekly basis. The COVID-19 test must be a PCR or antigen test.
 - c. The Contractor/Vendor shall verify the vaccination status for each of its own workers by manually reviewing a paper or digital copy of the worker's COVID-19 vaccine record card or testing results in accordance with the Vaccine Record Guidelines & Standards from the California Department of Public Health. As a Contractor/Vendor, if you fail to receive the requisite documentation or digital proof of vaccination or testing from your employees, volunteers and/or agents, then such persons shall be considered untested or unvaccinated and ineligible to perform services on SDCOE facilities for any length of time due to non-compliance with the requirements outlined above.
 - d. The Contractor/Vendor shall advise each employee, volunteer and/or agent of the Contractor/Vendor of the SDCOE testing and vaccination policy and the requirement that a face mask must be worn at all times while at an SDCOE operated facility.
3. It is the responsibility of the Contractor/Vendor to ensure there is no interruption of service to SDCOE if the Contractor/Vendor and any employee, volunteer and/or agent of the Contractor/Vendor fails to adhere to the guidelines contained herein.
4. The Contractor/Vendor hereby certifies that all employees, volunteers and/or agents of Contractor/Vendor have been provided with a copy of this policy and warrants that employees, volunteers and/or agents of the Contractor/Vendor who perform services at SDCOE facilities have received proof of vaccination or have acquired proof of a negative Covid-19 test within 72 hours of the commencement of work, and will further comply with the testing requirements as outlined in the State Public Health Office Order of August 11, 2021, or as later amended or enacted.
5. Failure by the Contractor/Vendor to comply with the terms of this Addendum or any applicable county or state health order, may result in termination of the agreement to provide services.
6. In the event of a conflict the terms of This Exhibit B shall prevail.

District Contact Information

Please complete the applicable contact information for communication from the Designated Subjects Program. *This page will be removed before official routing of the contract and is for internal use only, when communicating about credential candidates with the employer.*

Credential Analyst	Title	Email	Phone Number
ANTONIA VELASCO	PERSONNEL ANALYST	avelasco@tUSD.net	209-830-3260

District Contact #2	Title	Email	Phone Number
TAMMY JALIQUE	ASSOC. SUPT HR	tjalique@tUSD.net	209-830-3260

District Contact #3	Title	Email	Phone Number
MICHAEL BUNCH	DIRECTOR HR	mbunch@tUSD.net	209-830-3260



HUMAN RESOURCES

MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: September 1, 2022
RE: **Approve a Variable Term Waiver for Special Education Teachers- Added Authorization in Special Education (AASE); Autism Spectrum**

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

RATIONALE: In reviewing staffing for the 2022-2023 school year, it has been determined that Tracy Unified School District has a need for Variable Term Waivers for a Special Education RSP/SDC positions.

FUNDING: There is no cost to the district.

RECOMMENDATION: Approve a Variable Term Waiver for Special Education Teachers- Added Authorization in Special Education (AASE); Autism Spectrum.

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain an Education Specialist Intern Credential in Mild/Moderate with AAAS Authorization. The individual will be provided orientation, guidance, and assistance during the valid period of the waiver.

Tammy Giardina; RSP/SDC; K-12th

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 2, 2022
SUBJECT: Approve Overnight Travel for Tammy Jalique and Michael Bunch to participate in 2022 ACSA Personnel Institute in Sacramento, California, September 25-28, 2022

BACKGROUND: This is a three-day event with a mix of interactive workshop sessions presented by practitioners, consultants and attorneys who will offer information and provide insight into issues and laws that confront Human Resources departments.

RATIONALE: Attending this conference will allow Human Resources staff to stay up to date on the latest legal issues, best practices in Human Resources, and to identify areas for improvement in Human Resources processes and procedures. This aligns with District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for registration per person is \$599.00 and \$198 per person for lodging for 3 nights. The total conference cost will be \$2,724.59, which will be paid by Human Resources department conference funding.

RECOMMENDATION: Approve Overnight Travel for Tammy Jalique and Michael Bunch to Participate in the ACSA Personnel Institute in Sacramento, California, September 25-28, 2022.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 26, 2022
SUBJECT: **Adopt Resolution #22-02, Recertifying the Appropriation
"Gann" Limits for the 2021/22 School Year for Tracy Joint
Unified School District**

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2022/23 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2021/22 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #22-02, Recertifying the Appropriation Limits for the 2021/22 School Year for Tracy Joint Unified School District.

Prepared by: Tania Salinas, Assoc. Supt. of Business Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #22-02
Recertifying the Appropriation "Gann" Limits
for the 2021/22 School Year for Tracy Joint Unified School District**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 21/22 fiscal year and a projected Gann Limit for the 22/23 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 21/22 and 22/23 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 21/22 and 22/23 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED, THIS 13th DAY OF September, 2022, 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: Tania Salinas, Assoc Supt of Business Services
DATE: August 26, 2022
SUBJECT: **Approve the Unaudited Statement of Receipts and Expenditures
for the 2021-2022 Fiscal Year**

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2022-2023 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2021-2022 Fiscal Year.

Prepared by: Tania Salinas, Assoc Supt of Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas Assoc Supt of Business Services
DATE: September 1, 2022
SUBJECT: Consider Claim 610664

BACKGROUND: On August 26, 2022, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on March 26, 2022.

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

- a. The information provided too date does not suggest that there is a liability on behalf of the School District.

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

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

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

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

RECOMMENDATIONS: Reject Claim No. 610644.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 29, 2022
SUBJECT: **Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the following positions: Career Education Technician, Warehouse Supervisor, Special Education Para Educator I, Para Educator for Therapeutic Behavior, Food Service Worker, Food Service Worker II, Food Service Supervisor, Food Service Warehouseman/Delivery Driver, STEM and Local Assessment Warehouse Clerk**

BACKGROUND: Pursuant to Article XL, Reclassification Requests, of the Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the reclassification/reallocation process, the job descriptions for Career Education Technician, Warehouse Supervisor, Special Education Para Educator I, Para Educator for Therapeutic Behavior, Food Service Worker, Food Service Worker II, Food Service Supervisor, Food Service Warehouseman/Delivery Driver, STEM and Local Assessment Warehouse Clerk were revised.

A Reclassification/Reallocation Committee consisting of four administrators and four CSEA members met and provided their recommendation to the TUSD and CSEA negotiating teams regarding the various requests. The negotiating teams met several times to consider the recommendations for the Reclassification/Reallocation Committee. The negotiating teams reached tentative agreement on the revised job descriptions. The tentative agreements are attached.

These job descriptions accurately reflect the essential functions, education and experience, skills and qualifications, physical requirements, and work environment for the positions. In addition, 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.

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 31, 2022
SUBJECT: Approve Job Description for Secretary to the Director of PreK- STEM Curriculum and Local Assessment

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions. The District and CSEA have recognized the need to create a job description for Secretary to the Director of PreK- STEM Curriculum and Local Assessment. They negotiated and agreed to the attached job description.

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

FUNDING: Unrestricted General Fund.

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

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

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
And
Tracy Unified School District

July 22, 2022

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement for the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Secretary to the Director of PreK-12 STEM Curriculum and Local Assessment

DEPARTMENT: STEM Curriculum and Local Assessment

POSITION SUMMARY:

Under general supervision of the Director of PreK-12 STEM Curriculum and Local Assessment or his/her designee, serves as Secretary to the Director; performs a wide variety of general and specialized secretarial and clerical tasks and provides support related to STEM Curriculum and Local Assessment Department functions and programs.

ESSENTIAL FUNCTIONS:

1. Provides secretarial and clerical support for STEM Curriculum and Local Assessment Department staff, including Director of PreK-12 STEM Curriculum and Local Assessment, STEM Accelerator Coordinators, STEM Curriculum and Local Assessment staff.
2. Assists with the functions and services provided by the STEM Curriculum and Local Assessment Department, including loading and unloading boxes of STEM materials and supplies, assisting with STEM material orders for sites, and other related tasks.
3. Operates and assists others in using a variety of office equipment and instructional equipment including but not limited to computers, printers, facsimile machine, photocopier, laminators, video equipment, and digital cameras.
4. Answers phone calls and email, greets customers, receives and relays messages, responds to requests for information and assistance regarding department programs.
5. Schedules appointments for the Director.
6. Prepares, distributes, and maintains correspondence, memos, mailings, and intra-district communications in both electronic and hard copy formats.
7. Composes communiques independently or from notes and/or verbal instruction.
8. Provides secretarial and clerical support to district committees and groups administered by the Director.
9. Provides support for department programs, including but not limited to STEAM Fair, Community Collaboratory, STEAM Activity of the Month.
10. Maintains department files.
11. Prepares reports and documents related to the STEM Curriculum and Local Assessment.
12. Prepares materials and documents as needed by the Director for District groups such as the Board of Education, Management Team, and curriculum committees.
13. Prepares materials and documents needed by the Director for county, state, and federal

requirements and programs, including audit reports, categorical fund reports, grant applications and other STEM or Local Assessment related documents.

14. Uses a variety of computer programs, including email, web-based applications, word processing, database management, spreadsheet, accounting, and desktop publishing software for efficient and effective communication and record keeping.
15. Supports staff in computer usage and other office-related procedures.
16. Assists in training and directing extra clerical assistants, volunteers, and student helpers in other department related areas.
17. Assists in management of department budgets.
18. Prepares a variety of district forms, including purchase requisitions, attendance reports, timesheets, maintenance requests, computer repair requests, and budget documents.
19. May work at school sites throughout the district.
20. Maintains regular and prompt attendance in the workplace.
21. 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. High school diploma or equivalent certificate required. Four years of increasingly responsible secretarial/clerical experience, including word processing, spreadsheets, and database management. Experience working with libraries and school systems desirable. Must pass required District testing.

SKILLS AND QUALIFICATIONS:

1. Knowledge of current office methods and procedures.
2. Knowledge of intermediate to advanced elements of correct English usage, grammar, spelling, punctuation, and vocabulary.
3. Ability to type/keyboard at a speed of 50 words per minute from clear copy.
4. Ability to operate standard office, library, and instructional media center equipment.
5. Knowledge of intermediate computer skills including, but not limited to Microsoft software applications, Internet functions, automated library systems and online resources.
6. Ability to prioritize and complete assigned projects and tasks with minimal supervision and direction.
7. Ability to learn and apply District rules, regulations, and procedures.
8. Ability to communicate effectively with teachers, administrators, vendors, parents, public, students, staff, and school officials in a wide variety of situations.
9. Ability to compute mathematical calculations with speed and accuracy.
10. Ability to maintain cooperative working relationships with those contacted in the course of work.

PHYSICAL REQUIREMENTS:

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

1. Sit for extended periods of time.
2. Enter data into a computer terminal/typewriter and operate standard office equipment.
3. See and read a computer screen and printed matter with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone, with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Stand, walk and bend over.
7. Reach overhead grasp, push/pull.
8. Lift and/or carry up to 40 pounds at waist height for short distances.

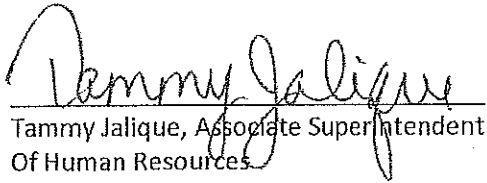
WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office or warehouse

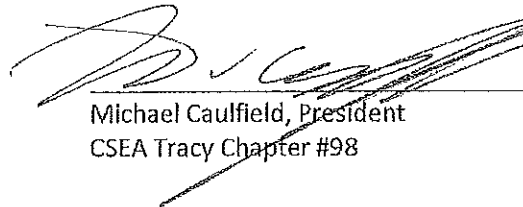
environment and come in direct contact with students, district staff, and the public.

SALARY: Classified Range 40

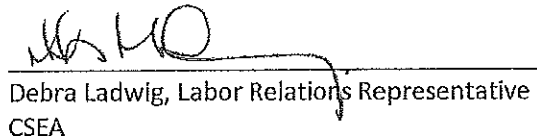
Agreed to this 22nd day of July, 2022, in Tracy, California.



Tammy Jalique, Associate Superintendent
Of Human Resources



Michael Caulfield, President
CSEA Tracy Chapter #98



Debra Ladwig, Labor Relations Representative
CSEA



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 31, 2022
SUBJECT: Approve Job Description and Salary for STEM Recruiting Coordinator

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the work associated with STEM grant funding, TUSD is proposing a STEM recruiting coordinator position in order to recruit STEM teachers to Tracy Unified.

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 SOURCE: Unrestricted General Fund.

RECOMMENDATION: Approve Job Description and Salary for STEM Recruiting Coordinator.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: STEM Recruiting Coordinator

DEPARTMENT/DIVISION: Human Resources

POSITION SUMMARY: Under the general supervision of the Associate Superintendent for Human Resources, the STEM Recruiting Coordinator is the primary individual responsible for attracting high-potential STEM teachers, as well as elementary school teachers with passion for STEM, to Tracy Unified School District (TUSD).

ESSENTIAL FUNCTIONS:

1. Drive quality teaching candidates into the top of the recruiting funnel by building personal relationships with potential teacher candidates and referral sources, especially those at universities in California.
2. Create awareness and generate excitement about TUSD as a great place to work and “The Best Place for STEM Teaching” via social media, streaming video, podcasts, and mail/email.
3. Serve as the face of TUSD at recruiting and placement fairs, district and community events, and in media as it relates to teacher recruitment.
4. Develop, propose, and execute a proactive, sustainable strategy for recruiting STEM teaching and leadership talent that can serve as a model for TUSD’s overall talent recruiting strategy beyond STEM.
5. Coach Principals and department chairs on best practices related to attracting, evaluating, and hiring high-potential STEM teaching talent.
6. Gather and analyze data for purposes of needs analysis and recommendation development.
7. Work closely and collaboratively with colleagues in Human Resources, Educational Services, and at school sites to:
8. Anticipate STEM teaching needs and prioritize activities appropriately.
9. Coordinate and maximize other HR recruiting activities - campus visits, recruiting fairs, community events, social media, etc.
10. Facilitate the application, evaluation, and selection process for STEM applicants, Principals, and the HR team.
11. Coordinate community and district support to foster the success and ensure the retention of STEM teachers hired within the previous 3 years.
12. Collaborate with teachers and site administrators, community members, and district STEM teams to maximize recruiting effectiveness.
13. Communicate proactively and openly with all stakeholders regarding the recruitment of STEM talent.
14. Demonstrate an understanding of CA standards and frameworks for PreK-12 in science, computer science, math, engineering and other STEM related content areas.
15. Demonstrate an understanding of TUSD scope and sequence for STEM-related content areas.

16. Serve on district level committees to represent and report on STEM-related recruitment and other staff development programs as appropriate.
17. Maintain professional competence through on-going professional development and training in areas related to the position and its responsibilities.
18. Maintain regular and prompt attendance in the workplace, including while performing work in the field.
19. Perform 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. Bachelor's Degree required. Bilingual (Spanish) required. Valid California Driver's License.

SKILLS AND QUALIFICATIONS:

1. Fluent in both English and Spanish. (Interviews will be conducted in both languages.)
2. Valid driver's license and reliable transportation.
3. Enjoys working in the field, out of the office, at least 40%, along with early departures and late returns for recruiting activity.
4. Understands various social media platforms, their differences in purpose and approach, and how to use each effectively including but not limited to (Instagram, Facebook, TikTok, Twitter, LinkedIn, etc).
5. Balance of High Energy and Self-Discipline. Delivers consistent results with limited supervision.
6. Comfortable initiating conversation in new or unfamiliar surroundings.
7. Outstanding communication skills, including oral and written communication, through a variety of methods and with diverse populations.
 - Effective presenter.
 - Adapts style and approach easily to match the target audience.
 - Gathers and tells relevant stories in an engaging way.
 - Initiates, builds, and maintains relationships.
8. Parallel processor who can adjust priorities while still meeting deadlines.
9. Humble. Eager to learn.
10. Creative problem solver who can also function as a collaborative team member.
11. Enjoys gathering, analyzing, and using data to make decisions.
12. Able to communicate through systems and technology.
13. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.
14. Strong preference for someone who will live and actively engage in the Tracy community.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Drive an automobile.

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

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with staff, students, and the public. In addition, the STEM Recruiting Coordinator must perform duties and responsibilities that occur outside the District Office and/or other TUSD sites for related activities and events, including car travel, off-site meetings and/or trainings, and occasional overnight stays.

SALARY: LME Range 24

DAYS OF SERVICE: 225

BOARD APPROVED:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 31, 2022
SUBJECT: Approve Job Description for Tracy Charter School Attendance Secretary

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions. The District and CSEA have recognized the need to create a job description for the Tracy Charter School Attendance Secretary. They negotiated and agreed to the attached job description.

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

FUNDING: Unrestricted General Fund.

RECOMMENDATION: Approve Job Description for Tracy Charter School Attendance Secretary.

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

TENTATIVE AGREEMENT
California School Employees Association and its Tracy Chapter 98
And
Tracy Unified School District

July 22, 2022

The California School Employees Association and its Tracy Chapter 98 (hereafter "CSEA") and the Tracy Unified School District (hereafter "District") do hereby agree to a tentative agreement for the following new job description:

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Tracy Charter School Attendance Secretary

DEPARTMENT/DIVISION: Tracy Charter School

POSITION SUMMARY:

Under general supervision of the Tracy Charter School Principal, the Tracy Charter School Attendance Secretary performs responsible secretarial duties involving compiling and posting daily attendance records and reports; assists students, parents, and staff in matters relating to attendance, and performs related work as required.

ESSENTIAL FUNCTIONS:

1. Conducts effective communication with students, parents/guardians, staff and the public in person, by phone, and electronic mail.
2. Performs daily attendance accounting work required to collect, record and compute accurate daily school attendance (ADA) records; compiles and verifies the data for State and Federal Reports and meets with auditors to review ADA reports.
3. Assists students in attendance office; Prepares and issues admit slips to class; checks with parents to verify absences, reports patterns of attendance problems and recurring absences; reminds students to bring excuses; picks up absence slips.
4. Maintains records, reports and operates standard office machines.
5. Provides support for the SARB Chairman, resource team and resource officer on truancy issues, and prepares documentation for SARB hearings.
6. Checks out students when ill.
7. Serves as back-up for receptionist and Principal's Secretary.
8. Prepares documents and reports to meet deadlines, and maintains Saturday School hours data.
9. Assists staff members with on-line attendance tracking (ABI) and uses District student information program (AERIES). Assists parents and caregivers with student computer data program (Parent Link).
10. Monitors student Teacher Assistants.
11. Processes Cal-Works applications.
12. Monitors site radio system and responds to staff as needed.
13. Evaluates injured students, and completes student accident reports as necessary.
14. Provides support for Administration when monitoring students in the office on discipline issues.
15. Maintains regular and prompt attendance in the workplace.
16. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions, read, write and speak at a level sufficient to fulfill the duties to be performed. Must have a high school diploma or equivalent and one year of experience in a responsible clerical setting. Previous school district work experience is desirable.

SKILLS AND QUALIFICATIONS:

1. Strong communication skills;
2. Strong interpersonal skills.
3. Intermediate to advanced elements of correct English usage, grammar, spelling and vocabulary;
4. Knowledge of office methods and practices including letter and report writing, the operation of standard office technology, receptionist and telephone techniques and filing systems.
5. Ability to maintain cooperative working relationships with those contacted in the course of work.
6. Ability to work on own initiative and organize work so as to meet deadlines.
7. Type at a speed of 55 words per minute from clear copy.
8. Ability to perform responsible clerical work including receptionist and telephone duties, and ability to make independent decisions

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

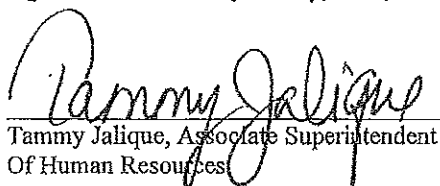
1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.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

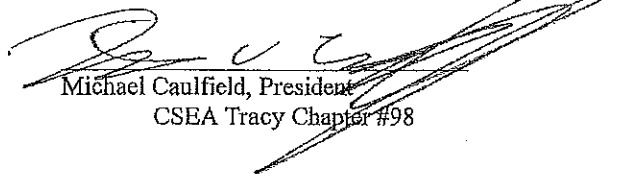
WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with school District staff, students, parents, and the public.

SALARY : Classified Range 31

Agreed to this 22nd day of July, 2022, in Tracy, California.


Tammy Jalique, Associate Superintendent
Of Human Resources


Michael Caulfield, President
CSEA Tracy Chapter #98


Debra Ladwig, Labor Relations Representative
CSEA