

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 26, 2023

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

TUSD board meetings are held in person.

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

TIME: 6:20 PM Closed Session
7:00 PM Open Session

A G E N D A

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

3.2 Educational Services:
3.2.1 Finding of Facts: 23/24#06, 23/24#07, 23/24#08, 23/24#09, 23/24#10
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#23-24/#04, AR#23-24/#05
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Graduation: TISCS#10334834, TISCS#10359016
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 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: 23/24#06, 23/24#07, 23/24#08, 23/24#09,
3.2.1 23/24#10

Action: Motion ____ Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

6b Report Out of Action Taken on Reinstatements: AR#23-24/#04, AR#23-24/#05
3.2.2

Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____

6c Report Out of Action Taken on Early Graduation: TISCS#10334834, TISCS
3.2.3 #10359016

Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____

7. Approve Regular Minutes of September 12, 2023

1-5

Action: Motion ____; Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

8. Student Representative Reports:

8.1 Kimball High: Harleen Kaur; **Alternative Education:** Jeffery Moss; **West High:** Noah Watkins, Kaelyn Garcia; **Tracy High:** Olivia Orcutt

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

9.1 McKinley Elementary School

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

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 District Anti-Bullying Policy

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 Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service **6-8**

- 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 **9-10**
- 13.1.3 Approve Entertainment, Assembly, Service, Business and Food Vendors **11-12**
- 13.1.4 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **13-15**

13.2 Educational Services:

- 13.2.1 Approve Agreement for Special Contract Services *Provided by Keynote Speaker*, Principal Kafele **16-20**
- 13.2.2 Approve Out of State Travel for Educational Services Staff to attend the National Association for Bilingual Education Annual Conference in New Orleans, Louisiana on March 26-30, 2024 **21-22**
- 13.2.3 Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda **23-24**
- 13.2.4 Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 19-22, 2023 **25**
- 13.2.5 Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2023-2024 School Year **26-29**
- 13.2.6 Approve Out of State Travel for Tracy High School Activities Director and Club Advisor to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV March 3-9, 2024 **30**
- 13.2.7 Approve School Pathways to Provide Personalized Learning System for Students at Tracy Independent Study Charter School for 2023-2024 **31-36**
- 13.2.8 Approve Overnight Travel to Burbank, CA for the Advanced Video Production class and CTE administration to attend personalized career exploration tours November 7-9, 2023 **37-38**
- 13.2.9 Approve Memorandum of Understanding for the 2023-2024 School Year focused on TK-5 STEM Professional Learning provided by SJCOE at three Early Release Mondays at Jacobson Elementary School **39-44**
- 13.2.10 Approve Overnight Travel for the Advanced Drama Students to attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 25-28, 2024 **45-46**

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 **50-52**

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 Approve the Purchase of Commercial Dishwasher for the Kimball High Kitchen **53**

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

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Adopt Revised Board Policy and Acknowledge Administrative Regulation 4144 and 4244 Complaints (Second Reading) **54-63**

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

14.3.2 Adopt Revised Board Policy 4161 and 4261 Leaves (First Reading) **64-67**

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

14.3.3 Acknowledge New Administrative Regulation 4157.2, 4257.2 and 4357.2 Ergonomics (Second Reading) **68-70**

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

14.3.4 Approve a Declaration for a Provisional Internship Permit **71-72**

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

14.3.5 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers **73-74**

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

14.3.6 Adopt Resolution No. 23-04 Authorizing Teachers to Teach Outside Their Credential Authorizations **75-77**

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 October 24, 2023

17.2 November 14, 2023

17.3 December 12, 2023

17.4 January 9, 2024

18. Upcoming Events:

18.1 October 9-13, 2023

No School, Fall Break

18.2 November 10, 2023

No School, Veteran's Day

18.3 November 20-25, 2023

No School, Thanksgiving Break

18.4 December 18-January 2, 2024

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, September 12, 2023**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, N. Kahlon, J. Silcox
Absent: Z. Hoffert
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Finding of Facts: 23/24#01, 23/24#02, 23/24#03,
3.2.1 23/24#04, 23/24#05
Action: Hawkins, Fagin **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
6b Report Out of Action Taken on Early Graduation: TISCS#10324247,
3.2.2 TISCS#10328602, TISCS#10354624, TISCS#10352284, TISCS#
10323989, THS#10351153
Action: **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
6c Report Out of Action Taken on PE Exemptions: THS#10357277
3.2.3
Action: **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
6d Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Classified Employee, #UC- 457
Action: Approved **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
6e Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2 Classified Employee #UCL-458, Pursuant to Article XXIII
Action: Approved **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
- Minutes:** 7. Approve Special Minutes of August 22, 2023.
Action: Hawkins, Silcox **Vote:** Yes-5; No-0; Absent-1 (Hoffert); Abstain-1 (Kahlon)
Approve Regular Minutes of August 22, 2023
Action: Silcox, Fagin **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
- Audience:** Chris Munger, Lori Nelson, Tania Calderon, Janae Taylor, Annabelle Lee, Jaime Quintana, Bob Brownne, Derek Sprecksel, Dennis Lockard, Brianna Sena, Joe Sena, Somia Lee, Aaron Simens, Caitlyn DeBenedetta, Shari Simens, Jeff DeBenedetti, Lori Morse, Jennifer Black, Ashley Muzzi, Catherine Sena, Debra Schneider
- Student Rep Reports:** 8.1 None.

Recognition & Presentations:

9.1 Recognize Dennis Lockard, Brianna Sena, Caitlyn DeBenedetti, and Aaron Simens for their Assistance with the Holocaust Survivor Presentation at Kimball High School

A production of this nature cannot be done by yourself. Dennis Lockard, Brianna Sena, Caitlyn DeBenedetti and Aaron Simens went out of their way to assist in putting on this event.

9.2 Jacobson Elementary School

Derek Sprecksel, Jacobson Elementary School Principal and Assistant Principal Ashley Muzzi, along with their ILT STEM Team, Jennifer Black, Lori Morris, and Jessica Hamlin, shared a PowerPoint outlining their STEM celebrations. The ILT STEM Team is a huge help for their campus and implementing the STEM movement, they innovate and give everyone a voice. Each person focuses on a different grade level. Their ILT email group allows them to cater to the needs of the campus. In Mrs. Black's classroom, the students are asking questions, being self-starters, and have had increased motivation. Mrs. Morse's students don't just hear about a concept, they explore it. STEM is not just a science activity; it is a way of thinking in Ms. Hamlin's classroom. For example, when reading a novel in class, a student generated a question, that sparked a challenge, that was integrated into STEM. The desire to learn makes them stronger thinkers. Per a quote from Mrs. Miyoko Masuda, STEM has been worth all the hard work and 'it is the way'.

Information & Discussion Items:

10.1 None.

Hearing of Delegations

11. None.

Public Hearing:

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

12.2 **Education Services:**

12.2.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District

Opened public hearing at: 7:19 P.M.

No comments were received.

Closed public hearing at: 7:20 P.M.

Consent Items:

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

Action: Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

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 Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodities Distribution Association 2024 Annual Conference in St. Louis, MO on April 21-25, 2024
- 13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year
- 13.1.5 Approve Revolving Cash Fund Reports (June & July 2023)
- 13.1.6 Approve Accounts Payable Warrants (July & July 2023) (Separate Cover)
- 13.1.7 Approve Payroll Reports (June & July 2023)

13.2 Educational Services:

- 13.2.1 Approve Agreement for Contract Services between Imagine Learning, Inc. and TUSD to provide Site Licenses for MyPath Reading and Math for Grades K-3rd for the 2023-2024 School Year to George Kelly, Poet-Christian, and Wanda Hirsch Schools
- 13.2.2 Approve Out of State Travel for Director of Students Services to attend the 33rd Annual National Dropout Prevention Conference in Kissimmee, Florida October 15-18, 2023
- 13.2.3 Approve Travel for Bohn Teachers and Administrators to attend the California STEAM Symposium in Long Beach, CA on February 9-10, 2024
- 13.2.4 Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) for the 2023-2024 School Year
- 13.2.5 Ratify Contract Services Agreement between Faith In Action Community Education Services and George Kelly Elementary School for the 2023-2024 School Year
- 13.2.6 Approve Purchase for SCUTA for Monte Vista Middle School to Provide License for the 2023-2024 School Year
- 13.2.7 Ratify Agreement for Contract Services Between LCS-Training and Special Education for Training, Consultation, Analysis, and Support for the 2023-2024 School Year
- 13.2.8 Approve Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2023-2024 School Year
- 13.2.9 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at South/West Park School 2023-2024 School Year
- 13.2.10 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2023-2024 School Year
- 13.2.11 Approve Contract for Services Agreement with Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School for the 2023-2024 School Year
- 13.2.12 Approve Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2023-2024 School Year

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Approve the Unaudited Statement of Receipts and Expenditures for the 2022-2023 Fiscal Year (Separate Cover)

Tania Salinas, Associate Superintendent for Business Services, and Lori Nelson, Director of Finance, provided a summary of the Unaudited Actuals for the 2022-2023 fiscal year. Unaudited Actuals are an annual statement reporting the financial activities of the district in which the data is not yet formally audited. The ending balance of the 22-23 unrestricted unaudited actuals, as of June 30, 2023, was \$45,136,587.07. In December, the First Interim Report will be shared for the current fiscal year. Although the District currently has unrestricted undesignated reserves and is projecting to have unrestricted deficit spending in the current year, the San Joaquin County Office of Education is cautioning the District to avoid multiyear commitments (on-going costs) that could impact the financial stability of the District.

Action: Hawkins, Silcox **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

- 14.1.2 Adopt Resolution No. 23-02 to Accept the Annual Developer Fee Report & Five-Year Findings for 2022-2023 Fiscal Year

Action: Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

- 14.1.3 Adopt Resolution No. 23-03 Recertifying the Appropriation "Gann" Limits for the 2022/23 School Year for Tracy Joint Unified School District (Separate Cover)

Action: Hawkins, Fagin **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

- 14.1.4 Adopt Villalovoz Elementary School ASB Constitution and By-Laws

Action: Kahlon, Fagin **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

14.2 Educational Services:

- 14.2.1 Adopt Resolution # 23-01: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District

Action: Silcox, Alexander **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

14.3 Human Resources:

- 14.3.1 Adopt Revised Board Policy and Acknowledge Administrative Regulation 4144 and 4244 Complaints (First Reading)

Action: Hawkins, Kahlon **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

- 14.3.2 Approve a Declaration for a Provisional Internship Permit

Action: Alexander, Hawkins **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

- 14.3.3 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

Action: Hawkins, Silcox **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

14.3.4 Acknowledge New Administrative Regulation 4157.2, 4257.2 and 4357.2
Ergonomics (First Reading)

Action: Silcox, Kahlon Vote: Yes-6; No-0; Absent-1 (Hoffert)

Board Reports:

Trustee Kahlon thanked all that helped with the Holocaust Survivor presentation; she attended and it was deeply moving. She thanked the Jacobson STEM team for preparing our students for the future. She has had the opportunity to visit some schools and was very impressed with the work they are doing. Trustee Fagin thanked the STEM team and Finance for being here to present this evening. Trustee Alexander thanked everyone for coming out. She appreciates the work put into the presentations tonight. Trustee Hawkins has the same sentiments regarding the Holocaust Survivor presentation and the Jacobson STEM team. He attended the ROTC 9/11 Remembrance at West High School, the kids handled themselves well. Trustee Silcox also attended the ROTC 9/11 event; it was fantastic, they did a good job. Trustee Abercrombie had 45 DARE students show up last Saturday to clean up a part of the city. Trustee Kahlon was also out there helping out. He is thankful for the participation. We have great, hardworking people in this district that are committed to helping our staff be successful. Recently someone posted a negative comment against the district. Trustee Abercrombie challenges that person to step up and do something to make a change in the community.

**Superintendent
Report:**

Dr. Pecot pointed out that the Finance Department is an example of the hard work that goes on behinds the scene within TUSD. Early on he was invited to attend one of the Jacobson meetings; the work that is going on there is exemplary to the rest of the district. He encourages the Trustees to visit the campus and see what they are doing.

Adjourn: 7:32 P.M.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 13, 2023
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service**

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

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

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

E-WASTE INVENTORY September 13, 2023

ITEM	ESTIMATED QUANTITY
Monitors	125
Computers	665
Printers	20
TV's	2
Projectors	15
Keyboards & Mouses	134
Document Cameras	13



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 12, 2023
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Merril F. West High School:

1. Tracy Unified School District/Merril F. West High School: From Clonetab, Inc. for the total amount of \$500.00 (ck# 1236). This donation will go to the Robotic club.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Service Champions for the amount of \$500.00 (ck# 58642). This donation will go towards ASB T-shirts.

Art Freiler Elementary School:

1. Tracy Unified School District/Art Freiler Elementary School: From PG&E/Blackbaud Giving Fund for two checks of \$252.00 for a total of \$504.00 (ck#1110232529 & 1110235167) This donation will go towards a new marquee.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy High School Athletics Department for the value of \$10,000.00. The donation of a 4x4 mule will help with all Athletic transportation needs.

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, Associate Superintendent of Business Services
DATE: September 15, 2023
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
9/26/2023	DJ Trev- DJ services for school events, Trevor Baker, 209.720.8210, djtrev209@gmail.com, Instagram: dj.trev.entertainment CONTRACT REQUIRED PRIOR TO OCCURANCE	11/19/2023
9/26/23	Ardus Events - Photobooth services for school events such as dances, tailgates etc. , Dacella Wright, 510.331.3471, darcella35@gmail.com CONTRACT REQUIERED PRIOR TO OCCURANCE	8/31/2024
9/26/23	Sounds and Entertainment - DJ services for school events such as dances, Jordan Clayton, jordan.soundsandentertainmetn@gmail.com, 209.206.3003 COTRACT REQUIERED PRIOR TO OCCURANCE	2/12/2024

To that end, the attached list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
September 26 , 2023
SUMMARY OF SERVICES

A.	Vendor:	RJ Flooring
	Sites:	George Kelly
	Item:	Proposal
	Services:	Removal/Install carpet tile in library
	Cost:	\$30,117.73
	Project Funding:	ESSER

B.	Vendor:	RJ Flooring
	Sites:	Art Freiler
	Item:	Proposal
	Services:	Removal/Install carpet tile in library
	Cost:	\$26,091.98
	Project Funding:	ESSER

C.	Vendor:	RJ Flooring
	Sites:	Poet Christian
	Item:	Proposal
	Services:	Removal/Installation of flooring MPR/Stage
	Cost:	\$72,523.35
	Project Funding:	ESSER

D.	Vendor:	RJ Flooring
	Sites:	Monte Vista
	Item:	Proposal
	Services:	Removal/Installation of flooring MPR/Stage
	Cost:	\$63,237.16
	Project Funding:	ESSER

E.	Vendor:	RJ Flooring
	Sites:	Louis Bohn
	Item:	Proposal
	Services:	Removal/Installation of flooring MPR/Stage
	Cost:	\$72,523.35
	Project Funding:	ESSER

F.	Vendor:	Summit Plumbing
	Sites:	Central
	Item:	Proposal
	Services:	Install of 3 fountain/hydration stations
	Cost:	\$25,200.00
	Project Funding:	ESSER

G. Vendor: SamClar
Sites: Jacobson Elementary
Item: Proposal
Services: Furnishing installation library
Cost: \$58,882.17
Project Funding: ESSER

H. Vendor: SamClar
Sites: Art Freiler
Item: Proposal
Services: Furnishing installation in library
Cost: \$44,546.35
Project Funding: ESSER

I. Vendor: SamClar
Sites: Kelly School
Item: Proposal
Services: Furnishing installation library
Cost: \$115,942.99
Project Funding: ESSER

J. Vendor: Team CivX, LLC
Sites: Tracy Unified School District
Item: Contract
Services: Feasibility assessment to assess the electoral feasibility of a ballot measure. Ballot measure development to assist TUSD in preparing a measure for the ballot. Public information services to raise awareness of TUSD's funding needs and the potential ballot measure.
Cost: Base consulting fee of \$7,500 per month. Cost of public polling not to exceed \$30,000.
Project Funding: General Fund/Facilities



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 28, 2023
SUBJECT: **Approve Agreement for Special Contract Services *Provided by Keynote Speaker, Principal Kafele***

BACKGROUND: A highly regarded urban educator in New Jersey for over twenty years, Principal Baruti Kafele distinguished himself as a master teacher and a transformational school leader. As an elementary school teacher in East Orange, NJ, he was selected as the East Orange School District and Essex County Public Schools Teacher of the Year, he was a New Jersey State Teacher of the Year finalist, and a recipient of the New Jersey Education Association Award of Excellence. As a middle and high school principal, Principal Kafele led the turnaround of four different New Jersey urban schools, including "The Mighty" Newark Tech, which went from a low-performing school in need of improvement to national recognition, which included U.S. News and World Report Magazine recognizing it three times as one of America's best high schools.

Principal Kafele has written extensively on professional development strategies for creating a positive school climate and culture, transforming the attitudes of at-risk students, motivating black males to excel in the classroom, and school leadership practices for inspiring schoolwide excellence. In addition to writing several professional articles for popular education journals, he has authored twelve books, including his seven ASCD best sellers - *Motivating Black Males to Achieve in School & in Life*, *Closing the Attitude Gap*, *Is My School a Better School BECAUSE I Lead It?*, *The Teacher 50*, *The Principal 50*, *The Assistant Principal 50* and his newest release, *The Equity & Social Justice Education 50*. Principal Kafele is also the creator and host of the popular Virtual Assistant Principal Leadership Academy, streamed live every Saturday morning on his AP & New Principals Academy (formerly Virtual AP Leadership Academy) YouTube channel and his other social media platforms at 10:55 EST.

RATIONALE: An expert in "attitude transformation," Principal Kafele is the leading authority for providing effective classroom and school leadership strategies toward closing what he coined, the "Attitude Gap." Principal Kafele is passionate about equity; particularly how it correlates with the building leadership and simply defines it as, "meeting your students where they are...AS THEY ARE."

Keynote/Workshop Description:

This workshop/keynote address asks the overarching question, "In what way does your leadership ensure that each of the students in your building are being met where they are...AS THEY ARE?" As the title indicates, when the leadership brings an equity-centeredness and equity-focus, everyone wins. This professional development workshop and keynote address will teach and train teachers and school leaders on how to ensure that equity is central to their classroom and leadership roles.

Service Contract includes: 1 full day of professional development workshop training for School Leaders, 1 Evening parent/community seminar, 1 keynote and 2 breakout sessions for Teachers and contractor travel expenses.

This meets TUSD Goal #1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and TUSD 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, not to exceed \$14,000.00, will be paid from Title II Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services *Provided by Keynote Speaker* Principal Kafele.

Prepared by: Dr. Mary Petty, Continuous Improvement, State & Federal Programs.

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 Principal Kafele Consulting, LLC, hereinafter referred to as "Contractor,"

is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: _____
Principal Kafele to Provide Professional Development to School Leaders and an Evening Seminar for Parents/Community on January 11, 2024,
and to Present the Keynote Address at the Districts Welcome Back Pre-Service for TUSD Teachers and School Leaders on August 1, 2024.

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 TUSD District Board Room and High School Gym.

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

- a. District shall pay \$7,000.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$14,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 10, 2024, and shall terminate on August 3, 2024.

5. This agreement may be terminated at any time during the term by either party upon 60 _____ days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Mary Petty, at () mpetty@tusd.net 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:

Baruti Kafele

Digitally signed by Baruti Kafele
Date: 2023.08.28 21:16:17 -04'00'

Contractor Signature

Title

45-1768533

IRS Identification Number

Education Consultant

Title

396 Stegman Pkwy.

Address

Jersey City, NJ 07305

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 13, 2023
SUBJECT: Approve Out of State Travel for Educational Services Staff to attend the National Association for Bilingual Education Annual Conference in New Orleans, Louisiana on March 26-30, 2024

BACKGROUND: The National Association for Bilingual Education NABE has been a non-profit membership organization since 1975 that works to advocate for educational equity and excellence for bilingual/multilingual students in a global society. NABE is similar to CABE with the difference that CABE is an association for bilingual education in California while NABE is an international conference with a broader LEA attendance.

Below are some descriptions of the training and sessions provided:

- English Learner Advocacy
- Bilingual Education
- Caregiver and Family Involvement
- Cultural Competence
- Dual Language/ Dual Immersion Programs
- Early Learning (Birth – 5yrs)
- Education Reform
- English Learners Secondary Level
- Equity in Education
- Gifted and Talented
- Heritage Language
- Instructional Technology
- Language Assessments
- Literacy in Multiple Languages
- P-20 Educational Pipeline
- Professional Development
- Special Education
- STEM

RATIONALE: The Educational Services Department, School Principals, Directors, and Coordinators are charged with developing and supporting English Learners in TUSD. The National Association for Bilingual Education conference will support TUSD leaders on how to address challenges as our newcomers, English learners, and Long-Term English Learner population continue to increase. Attending sessions on the most current practices will enhance our TUSD leaders' capabilities of bringing the best high-leveraged instructional policies, ELD standards, and best policies as we continue to review our EL Master Plan and monitoring forms. This agenda item supports our TUSD LCAP Goal #1 to prepare all students for college and careers and ensure all students meet grade-level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered support.

FUNDING: The conference cost will total up to \$30,000.00 for 6 attendees and includes registration, lodging, transportation, and some meal costs. The cost will be paid from District Title 3 funds.

RECOMMENDATION: Approve Out of State Travel for Educational Services Staff, School Site Administrators, Directors, and Coordinators to attend the National Association of Bilingual Education Conference in New Orleans, Louisiana on March 26 – 30th 2024.

Prepared by: Jose Jimenez, English Language Program Coordinator.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Educational Services
DATE: September 11, 2023
SUBJECT: Approve and/or Ratify Routine Agreements 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 approved and/or 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 approved and/or 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 approved and/or 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: Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda.

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

EDUCATIONAL SERVICES
September 26, 2023
SUMMARY OF SERVICES

A.	Vendor:	Child Abuse Prevention Council (CAPC)
	Sites:	All TUSD Schools
	Services:	Parenting workshops with a focus on parent resilience, social connections, knowledge of parenting and child development, concrete support in times of need, healthy parent – child relationships and social emotional competence of children.
	Cost:	None, this is a free service.
	Funding Source:	N/A

B.	Vendor:	Parents By Choice
	Sites:	All TUSD Schools
	Services:	Parenting workshops using Positive Parenting Program (Triple P) that focuses on stress reduction to improve home atmosphere and introduce simple and practical strategies parents can adopt to suit their own values, beliefs and needs.
	Cost:	None, this is a free service.
	Funding Source:	N/A



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 13, 2023
SUBJECT: **Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 19-22, 2023**

BACKGROUND: The Kimball High School Cross Country Team, consisting of approximately 21 students, two Coaches Ben Trombley and Jennifer Trombley, and 3-4 District approved parent volunteers will travel to Walnut, CA, for the Mt. SAC Cross Country Invitational. We will stay overnight October 19 – October 21, 2023, and will return to Kimball High School on October 22, 2023. Kimball High Cross Country has been a growing program, successful in the Valley Oak League and in the Sac-Joaquin Section. While at Mt. SAC, we will also tour the campus, expose students to new opportunities and visit Knott's Berry Farm Amusement Park.

RATIONALE: The Cross-Country competition involves students competing against athletes from across California and the United States. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging, Transportation, and Knott's Berry Farm tickets will be paid through fundraising efforts by the Kimball High Cross Country Team. Estimated lodging to be \$4,339.98 and gas to be \$900. Fundraising will be accomplished through the Jaguar Invitational, an event which raises between \$2,000-\$2,500 dollars, and another fundraiser. We will ask for parent donations to cover the remaining cost.

RECOMMENDATION Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 19-22, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 6, 2023
SUBJECT: Approve Agreement for Special Contract Services with Catholic Charities
of the Diocese of Stockton for the 2023-2024 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. For over 70 years, Catholic Charities of the Diocese of Stockton has provided social services to San Joaquin County and neighboring counties. They create services that support families and enhance communities regardless of race, age, or religion.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Catholic Charities of the Diocese of Stockton provides these services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Catholic Charities of the Diocese of Stockton, 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: To provide Nurturing Parenting Program workshops intended to empower parents with new knowledge, beliefs, strategies and skills in parenting during the 2023-2024 school year.

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 1-1.5 () [X] HOURS [] DAYS, under the terms of this agreement at the following location All TUSD Schools.

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

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

4. The terms of the agreement shall commence on October 1, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Martha Arevalos Executive Director
Contractor Signature Title

94-1629114

IRS Identification Number

Catholic Charities

Title

1106 N El Dorado Street

Address

Stockton, CA 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 8, 2023
SUBJECT: **Approve Out of State Travel for Tracy High School Activities Director and Club Advisor to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV March 3-9, 2024**

BACKGROUND: The CADA conference is a 60-year-old vehicle which is dedicated to the promotion of enthusiastic and motivational leadership concepts. Their stated goal this year is to contribute to our leadership journey by providing empowering, passionate, inspiring and committed leadership philosophies that will enhance and complete our current program and empower our activities director to improve the culture of our school. Two employees from Tracy High will be attending this conference The Activities Director, Cameron Chitwood and Club Advisor, Ruth Alvarez. They will drive personal vehicles to Reno, NV and stay at the Grand Sierra Resort.

RATIONALE: The activities director and Club Advisor will learn how to use fun leadership philosophies to teach students how to become effective leaders and build school spirit while encouraging a culture of good clean fun at the high school level. This Agenda request meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost will not exceed \$6,200.00. Tracy High ASB and Tracy High site funds will pay all expenses incurred for this conference.

RECOMMENDATION: Approve Out of State Travel for Tracy High School Activities Director and Club Advisor to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV March 3-9, 2024.

Prepared by: Jon Waggle, Tracy High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 29, 2023
SUBJECT: Approve School Pathways to Provide Personalized Learning System for Students at Tracy Independent Study Charter School for 2023-2024

BACKGROUND: School Pathways is a personalized learning system that is purpose built for independent study programs and has been in business for over 20 years. School Pathways has partnered with many other school districts to help deliver the best, effective, compliant online learning experience. School Pathways accommodates students need for flexibility without compromising outcomes by creating individual instruction plans in independent study format.

RATIONALE: The purpose of the request is to establish a partnership between School Pathways and Tracy Independent Study Charter School for the 2023-24 school year is to empower teachers to create individualized instructional plans backed by access to the instructional resources. The goal of the partnership is to fuel achievement by meeting each student's education needs.

FUNDING: The cost, \$25,425.00, will be funded by LCAP funds provided to Tracy Unified School District for the purpose of implementing instructional services to students.

RECOMMENDATION: Approve School Pathways to Provide Personalized Learning System for Students at Tracy Independent Study Charter School 2023-2024.

Prepared by: Annabelle Lee, Principal of Tracy Independent Study Charter School.



School Pathways Quote Form with Tracy Charter School

Company name

School Pathways LLC

Company address

PO Box 432, Portola, CA 96122

Company ID no.

FEIN #84-3824527

Hereinafter referred to as

Sender

Company name

Tracy Charter School

Company address

1975 WEST LOWELL AVENUE, TRACY, CA 95376

Hereinafter referred to as

Recipient

Customer Name: Tracy Charter School	Enrollment: 335
Customer Contact Name: Annabelle Lee	Customer Contact Title: Principal
Contact Email: alee@tusd.net	Number of Schools: 1
Customer Contact Phone: (209) 830-3380	Contract Term: 12 months
Proposal Issue Date: 2023-08-29	Start Date: 2023-10-01
Proposal Expiration Date: 2023-09-30	End Date: 2024-09-30

Deal ID: 30955332201

SaaS Subscriptions / One-Time Fees	Quantity	Unit	Unit Price (\$)	Fee (\$)
PLS Annual Subscription (includes SPArchiving and SIS Rostering)	335	Student	\$50.00	\$16750.00
Edgenuity Two-Way	335	Student	\$5.00	\$1675.00

Subscription				
PLS One-Time Implementation Fee	1	School	\$6500.00	\$6500.00
Edgenuity Two-Way Bridge One-Time Implementation	1	School	\$500.00	\$500.00

Total Annual Fees:		\$18425.00
Total One-Time Fees:		\$7000.00
Total Quote:		\$25425.00

School Pathways will review enrollment prior to term end date to adjust subscription fees for enrollment increases as needed. Any applicable state sales tax has not been added to this quote.

Invoices shall be issued at or by quote start date. All invoices shall be paid before or on the due date set forth on invoice.

By execution of this quote, School Pathways subscriptions and/or services listed herein shall be provided to the Customer subject to the terms and conditions found at: link to www.schoolpathways.com/msa

IN WITNESS WHEREOF, the parties hereto have executed this Order Form on the dates indicated below.

On behalf of
Tracy Charter School

Representative title
Principal

Company representative
Annabelle Lee

Email
alee@tusd.net

IP Address
-

On behalf of
School Pathways LLC

Representative title
Controller

Company representative
LeAnn Steffanic

Email
leann@schoolpathways.com

IP Address
-

Signature

Signature

Date

Date

Tracy Charter School Initial Implementation Scope of Services:

School Pathways shall provide the following services as part of Tracy Charter School's (Client) Initial Implementation: (1) Client Independent Study Process Review & Alignment (2) School Pathways Application deployment and configuration (3) SIS Roster data loads to School Pathways PLS (4) A training session for each area of product functionality (detailed modules) listed below.

Onboarding timeline

The School Pathways implementation team will work with the client to set a target go-live date.

Successful onboarding and hitting go-live date is dependent on client participation in training, follow up tasks from training and engagement with the implementation team. Delays in turnaround time, scheduling conflicts or no shows, may result in an increased implementation timeline.

Initial set-up, implementation and training shall include configuration and training for the following modules:

Client IS Process Review

- Deep dive product demo (as needed)
- Share data loader schema
 - Review data ask, why and how to format
- In-depth customer discovery to determine customer processes and align product set-up to best fit associated use cases, includes (but not limited to):
 - What are the School Types in use?
 - High School
 - Middle School
 - Elementary
 - What are Class Registration Windows?
 - Start and End dates for Classes
 - Review of school calendar, learning periods, reporting periods etc
 - Who are the Admin Stakeholders for training(s)?
 - Discuss any/all Curriculum Bridge Set-Up (if applicable)
 - Identify email mechanisms for students & staff
 - Identify any special circumstances due to bridge(s) use
 - Will a course load be in need to align classes to courses in use?
 - Will our student / parent portal be used?
 - Work Sample upload option by Staff Cell Phone?
 - Request a copy of current IS documentation (Master Agreement, Addendum' Learning Logs etc.)
 - Will Report Cards and / or Progress Reports be issued from our system?

- Basic Settings / Internal Set-Up
 1. School Calendars
 2. School: Program Options
 3. Learning Center Setup
 4. LC Registration Windows
 5. Course List/Catalogs
 6. LC/School Basic Set-Up (*For Curriculum Bridges*)
 7. Basic RC Template
 8. User Permissions / Security Permissions
 9. School & Page Policy Set-up
 10. Custom Logins (*Student & Staff*)
 11. Gradebook Global Settings
 12. MA Template Programming
 13. Bridge Set Up (as needed)
- Set-up of PLS with ADMIN TEAM
 1. IS Documentation Policies (The bulk of this will be automated with most common use cases (MA's LL's). School specific policy set-up may be required)
 2. What IS documentation will be in use? (Webinar Training- MA, AWR, LL, Work Samples, etc.)
 3. Portal Logins Set-Up/ Access (Webinar Training)
- PLS Archiving Set-up with ADMIN
 1. Verify documents from PLS 1 training (Webinar Training)
 2. Process overview (Webinar Training)
 3. Portal functions / overview (invites, parent LL access, etc.)
- Curriculum Bridge Set-up
 1. Credentials / Policy Set-up / IT connection
 2. Edgenuity Two-Way Bridge
- PLS (Personalized Learning System)
 1. Accessing the PLS/Changing Password
 2. Features of the Student Roster Page
 3. Classes - Add New and Copy to Other Students
 4. Curriculum options
- PLS Grade Books & Assigning
 1. Grade Book Settings
 2. Assigning work
 3. Creating AWRs/WS's at beginning of month (if applicable)
 4. Attendance (How to Claim)
 5. Creating AWRs/WS's at end of month/grading (If applicable)
 6. Printing/Email AWRs or WSRs
- PLS Archiving
 1. Master Agreement invitations/signing
 2. Creating MA and other IS Docs
 3. AWRs/WSRs (If applicable)
 4. Attendance and Contemporaneous Learning Logs
 5. Work Sample Upload
- PLS Archived Document Overview
 1. How to Manage Sign Documents Compliance / Document Compliance Summary

2. Archive Compliance Overview
 3. Manually Uploading Documents
- Archiving - ADMIN: Archive Compliance
 - a. How to manage Archived Documents/Reports
 - Optional: Report Card Training

Client is responsible for providing any and all data needed for implementation to School Pathways to initiate the onboarding process. This includes, but is not limited to, data needed to load staff, students, parents, courses, classes and compliance paperwork. This data should be provided and formatted to fit the School Pathways Data Loader Schema. This schema will be provided at the initiation of onboarding. This data is to be provided prior to the start of training and in a format ingestible by School Pathways data loaders. Schemas will be provided, along with a data discovery call, to help support this request.

Ongoing Annual Training/Support: School Pathways will provide the following on an ongoing and annual basis: (1) Phone and email support for questions, troubleshooting and ongoing support during business hours (8 am to 5 pm PST) (2) Additional training and/or custom development requests can be purchased on a time and materials basis from School Pathways at current hourly services or development rates.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 13, 2023
SUBJECT: **Approve Overnight Travel to Burbank, CA for the Advanced Video Production class and CTE administration to attend personalized career exploration tours November 7-9, 2023**

BACKGROUND: Over the past 9 years, the Kimball High School Media, and Video Production Department, under the direction of educator Melissa Burkert, has expanded its program exponentially, through the support of the CTE program and Tracy Unified School District. Most recently Ms. Burkert has been certified by the FAA to train students in Drone filming technology and prepare them to pass the certification exam. This program has become an A-G Course in the ART category and has been awarded articulation with Delta College for college credits. This program has worked closely with the City of Tracy in filming city and charity events as well as district events. Many students have either been placed in full time jobs following graduation or been assisted in acceptance to film colleges to pursue their careers.

RATIONALE: As part of the CTE program, along with classroom instruction, it is crucial for students to experience field trips to real world experience to explore possible career paths. This request is for the Advanced Video students to travel to Southern California and visit Universal and Warner Brothers Studios. This trip is directly related to the CTE Pathway Arts, Media and Entertainment course of study and a valuable part of instruction. This trip is important for the students to see first-hand all of the elements involved in creating a film. They will experience "feet on the ground" tours of filming studios, talk with industry experts, and have hands on experiences with filming, lighting, and sound equipment.

This would be a two-day trip and offer the students completely unique experiences at both Universal and Warner Bros Studios.

Warner Bros Studios is a "working" film and tv studio where students will have a personalized educational tour of the studios, including the tallest sound stage in the world, learn what the jobs "behind the camera" involve and follow all of the steps involved in "Script to Screen." This includes tours of sets, equipment, props, and costume rooms.

At Universal, the students will see actual filming locations and participate in a specialized educational program for film students called "Stunts & Pyro Technician" where they will utilize observations, mathematical equations and operations, critical thinking, problem solving and scientific methodologies throughout the lesson.

CTE Standards:

1.0 Academics

3.0 Career Planning

4.0 Technology

10.0 Technical Knowledge and Skills

11.0 Demonstration and Application

FUNDING: Transportation, lodging, meals, tours, and admissions will total approximately \$22,000. The entire cost has been approved and budgeted for through CTE from grants managed by Mr. Strube.

RECOMMENDATION: Approve Overnight Travel to Burbank, CA for the Advanced Video Production class and CTE administration to attend personalized career exploration tours November 7-9, 2023.

Prepared by: Mr. Sam Strube, CTE Director.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc. Supt of Ed Services
DATE: September 15, 2023
SUBJECT: **Approve Memorandum of Understanding for the 2023-2024 School Year focused on TK-5 STEM Professional Learning provided by SJCOE at three Early Release Mondays at Jacobson Elementary School**

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

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

FUNDING: The funding source for this professional development comes from the TUSD STEM Grant. Jacobson Elementary School was allotted \$7500 towards STEM/Science professional development for the 2023-2024 school year. The cost of this professional development with SJCOE is \$6000 for three Early Release Monday sessions facilitated by Bret States, STEM Coordinator, STEM Programs, Educational Services, and San Joaquin County of Education (SJCOE) Team.

RECOMMENDATION: Approve Memorandum of Understanding for the 2023-2024 School Year focused on TK-5 STEM Professional Learning provided by SJCOE at three Early Release Mondays at Jacobson Elementary School.

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



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

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Jacobson Elementary, hereinafter referred to as "JE," is to provide K-5 STEM Professional Learning.

The two parties, SJCOE and JE, mutually agree to the following terms and conditions for the 2023-2024 school year.

- **SCOPE OF WORK**
 - SJCOE STEM Programs will provide the following services:

Specific Days and Times:

Date(s)	Location(s)	Subject	# of PD Days	Total Cost
10/30/2023	Jacobson	STEM/HMH Dimensions Implementation, Grades K-5	1/2 day with 2 PD providers	\$2,000
12/4/2023	Jacobson	STEM/HMH Dimensions Implementation, Grades K-5	1/2 day with 2 PD providers	\$2,000
3/18/2024	Jacobson	STEM/HMH Dimensions Implementation, Grades K-5	1/2 day with 2 PD providers	\$2,000
Total Cost			Not to exceed \$6,000	

- **TERMS OF AGREEMENT**
 - This agreement will be in effect from September 15, 2023 – June 30, 2024
- **COMPENSATION**
 - Professional learning costs (which include preparation, travel, and materials).
 - i. JE will pay SJCOE in the account of \$6,000.00 within thirty (30) days of receipt of the invoice from SJCOE.
- **CHANGES TO THE MEMORANDUM**
 - Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.
- **CERTIFICATION OF NON-EMPLOYEE STATUS:**
 - SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Jacobson Elementary. Jacobson Elementary agrees to indemnify and



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

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

hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

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

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? •Yes •No

Have you or any of your employees previously been employed by the SJCOE? Yes No

Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? Yes No
If yes, which system? (CalPERS) (CalSTRS)

Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? Yes No
If yes, which system? (CalPERS) (CalSTRS)

Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employees name, SSN#.

• SIGNATURES OF AUTHORIZED REPRESENTATIVES

**SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION**

Annie Cunial, Div. Director STEM Programs

09/15/2023

Date

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas, Associate Supt. Business Services

Date

Warren Sun, Div. Director of Operations

09/18/2023

Date

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 San Joaquin County Office of Education, 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: Bret States and his SJCOE team will facilitate three professional development sessions during Early Release Monday time at Jacobson Elementary School focusing on the HMH Dimensions Science curriculum (2nd year of implementation in Tracy Unified School District).

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 three half-days () [] HOURS [X] DAYS, under the terms of this agreement at the following location Jacobson Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$6000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$6000. 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 \$_____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 9/26/2023, and shall terminate on 5/31/2023.

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, Derek Sprecksel, at (209) 830-3315 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:

A. Arnold

09/15/2023

Contractor Signature
Division Director STEM Programs

Title

Tracy Unified School District

IRS Identification Number

Date

Title
Warren Sun

09/18/2023

Address
Division Director Operations

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 14, 2023
SUBJECT: **Approve Overnight Travel for the Advanced Drama Students to attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 25-28, 2024**

BACKGROUND: Kimball High School (KHS) Advanced Drama students would like to attend Disney: Behind the Scenes and Leadership Disney at the Disneyland Resort in Anaheim, CA. Students will train and learn from cast members in the performing arts on April 25-28, 2024. Twenty-nine (29) students will attend this event. They will travel to Anaheim after school on the afternoon of April 25 and will return home on April 28. Students will be transported by District approved parent volunteers in private vehicles. All drivers meet the District driving requirements. Supervision will be provided by the drama teacher, Beth Andrade, Principal Bill Maslyar and District approved parent volunteers. They will stay at the Tropicana Inn & Suites in Anaheim CA. Academic arrangements have been made for these students.

RATIONALE: As part of Kimball's commitment to improve and grow their student performers, staff would like the Advanced Drama students to have the opportunity to learn from a nationally recognized entertainment organization, Disney. The Performing Arts workshop is designed for all levels of actors; the workshop provides students with the building blocks of theatre, while exploring performance and storytelling techniques. Led by an industry show director or improvisational actor, the course focuses on tapping into the artist's unique voice, thereby discovering the tools to develop performance abilities. Students will also learn to build character, develop improvisational skills, and maintain professionalism on the stage. This agenda request 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.

FUNDING: There will be no cost to the district. The total cost per participant will be \$650, which includes training materials, park entrance and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

RECOMMENDATION: Approve Overnight Travel for the Advanced Drama Students to attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 25-28, 2024.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 13, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Tomlin, Laurie Counselor	WHS	01/02/2024	Retirement

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Coffee, Katerine Teacher	SWP	09/11/2023	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hicks, Richard School Supervision Assistant	JES	09/16/023	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alvarez Aldrete, Adrian Utility Person III	MOT	09/10/2023	Accepted Position
Bates, Heather Special Education Para Educator	NES	09/02/2023	Personal
Carrillo, Brian Bus Driver/Custodian/Grounds	MOT	08/21/2023	Accepted Position
De Anda, Dulce Food Service Worker	KHS	09/02/2023	Personal
Goel, Nidhi IEP Para Educator	KES	09/10/2023	Accepted Position
Gonzalez, Adrian Utility Person III	MOT	09/10/2023	Accepted Position
Jett, Andrea Special Education Para Educator	HES	09/01/2023	Personal
Lindahl, Amanda Para Educator I	SWP	09/10/2023	Personal
Mendoza, Angelina IEP Para Educator	MES	09/12/2023	Accepted Position
Minten, Melissa Food Service Worker	KHS	09/21/2023	Accepted Position
Mylavarapu, Venkata Special Education Para Educator	JES	09/09/2023	Personal
Potter, Kari School Supervision Assistant	MES	08/30/2023	Personal
Ramos, Maria School Supervision Assistant	SWP	09/24/2023	Accepted Position
Sweezer, Cheryl Food Service Worker	SWP	09/20/2023	Personal
Tovar, Julie Para Educator I	MES	08/24/2023	Personal

Valdez, Cynthia Utility Person III	MOT	09/24/2023	Accepted Position
Vera Rios, Maria Custodian I	MOT	09/03/2023	Accepted Position

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 13, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Abdollahzadeh, Cameron

Bradford, Marnie

Nair, Sheela

BACKGROUND:

Alavarez Aldrete, Adrian

CERTIFICATED

North School
Mathematics (Replacement)
Class I, Step "A" 1 - \$50,944.00
Fund: General

Tracy High School
Social Science (Replacement)
Class V, Step "B" 1 - \$56,876.00
Fund: General

North School
SDC Preschool (Replacement)
Class I, Step "A" 1 - \$55,608.00
Fund: Special Education

CLASSIFIED

Irrigation Specialist/Bus Driver/Custodian
(Replacement)
MOT
Range 38, Step C - \$26.53 per hour
Fund: 50% Maintenance, 50% Special Education
Transportation

Bhopal, Sarika	Special Education Para Educator (New) West High School Range 27, Step C - \$20.53 per hour Fund: Special Education
Camacho, Cynthia	School Supervision Assistant (Replacement) Hirsch Elementary School Range 21, Step A - \$16.29 per hour Fund: General – Unrestricted
Carrillo, Brian	Utility Person III (New) Warehouse/MOT Range 38, Step E - \$29.15 per hour Fund: 70% Special Education Transportation, 30% General
Davi, Maureen	School Supervision Assistant (Replacement) Villalovoz Elementary School Range 21, Step D - \$18.72 per hour Fund: LCAP
Goel, Nidhi	Special Education Para Educator (Replacement) Kelly Elementary School Range 27, Step C - \$20.53 per hour Fund: Special Education
Gonzalez, Adrian	Irrigation Specialist/Bus Driver/Custodian (Replacement) MOT Range 38, Step D - \$27.79 per hour Fund: 50% Maintenance, 50% Special Education Transportation
Lopez-Peralta, Katia	Special Education Para Educator (Replacement) North Elementary School Range 27, Step E - \$22.53 per hour Fund: Special Education
Medina Bautista, Jessica	Food Service Worker (Replacement) Tracy High School Range 25, Step C - \$19.55 per hour Fund: Child Nutrition School Program
Mendoza, Angelina	Special Education Para Educator (Replacement) McKinley Elementary School Range 27, Step B - \$19.55 per hour Fund: Special Education
Minten, Melissa	Utility Person II MOT Range 35, Step B - \$23.60 per hour Fund: General

Ramos, Maria

Utility Person II
Williams Middle School/MOT
Range 35, Step B - \$23.60 per hour
Fund: General

Valdez, Cynthia

Utility Person II
Tracy High School/MOT
Range 35, Step B - \$27.13 per hour
Fund: 50% Child Nutrition School Program, 50%
General

Vera Rios, Maria

Utility Person II
Kimball High School/MOT
Range 35, Step B - \$27.13 per hour + ND
Fund: General – Unrestricted

BACKGROUND:

Keeney, Brian

COACHES

Water Polo Assistant
West High School
\$3,700.38

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

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: September 12, 2023
SUBJECT: **Approve the Purchase of Commercial Dishwasher for the Kimball High Kitchen**

BACKGROUND: Tracy Unified Food Services Department plans to purchase a commercial dishwasher for Kimball High School. The estimate for this project is \$129,635.18.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to purchase the equipment. Kimball High kitchen was originally built without a dishwasher. This equipment is necessary because of the high volume of meals produced at Kimball High. This will improve the overall efficiency of the food service operation.

FUNDING: Funding for this purchase is made through the Food Services Department Budget, using the Kitchen Infrastructure and Training (KIT) funds. There will be no impact on the General Fund.

RECOMMENDATION: Approve the Purchase of Commercial Dishwasher for the Kimball High Kitchen.

Prepared by: Brandy Campbell, Director of Food Services.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 22, 2023
SUBJECT: Adopt Revised Board Policy and Acknowledge Administrative Regulation 4144 and 4244 Complaints (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The Board Policy and Administrative Regulation 4144, 4244 are being revised as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy and Acknowledge Administrative Regulation 4144 and 4244 Complaints (Second Reading).

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

~~GRIEVANCES/COMPLAINTS~~

The Governing Board recognizes the need to establish a process to allow employees and job applicants to have their concerns heard in an expeditious and unbiased manner. The Board expects that employees will make every effort to resolve complaints and disagreements informally before filing a complaint.

The Board prohibits retaliation against complainants. The Superintendent or designee may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint.

All matters related to a complaint shall be kept confidential and any document, communication, or record regarding the complaint shall be placed in a separate file and shall not be placed in an employee's personnel file.

Specific procedures shall be established for individuals to appeal their problems to the Governing Board if redress is not obtained through established channels.

The Governing Board believes that the quality of the educational program can improve when the District listens to complaints, considers differences of opinion, and resolves disagreements through an established objective process.

For additional information on this subject refer to:

BP/AR 4115.5—Complaints Concerning District Employees (Certificated)

BP/AR 4215.5—Complaints Concerning District Employees (Classified)

~~For additional information on this subject see the current employee agreement(s) with~~

~~TRACY TEACHERS ASSOCIATION
TRACY SECONDARY EDUCATORS ASSOCIATION~~

~~GRIEVANCES/COMPLAINTS (continued)~~

~~The Governing Board recognizes that provisions for dealing with grievances are an essential part of good personnel administration.~~

~~The Governing Board expects the superintendent of schools to establish procedures for dealing promptly and equitably with complaints which may be resolved expeditiously without resorting to more formal grievance procedures.~~

~~Specific procedures shall be established for individuals to appeal their problems to the Governing Board if redress is not obtained through established channels.~~

~~NOTE: A "grievance" must be based upon an alleged violation of a specific provision of an employee organization contract. "Complaints" from employed personnel regarding alleged misapplication of policies, rules, regulations and procedures outside the scope of an employee organization contract will be dealt with as provided by said policies, rules, regulations and procedures.~~

Legal Reference:

GOVERNMENT CODE

3543	(re public school employees' rights)
3543.1	Rights of employee organizations
53296	Definitions
53297	Filing complaint
53298	Reprisals
53298.5	Violations; punishment

Policy Adopted:

Policy Revised:

HS BD: 11/20/85
EL BD: 7/6/82

Joint Board: 4/22/97

GRIEVANCES/COMPLAINTS

A. Purpose and Scope

To provide guidance and direction for District personnel regarding grievances and/or complaints.

B. General

1. The Superintendent shall establish procedures for dealing promptly and equitably with complaints which may be resolved expeditiously without resorting to more formal grievance procedures.
2. Specific procedures shall be established for individuals to appeal their complaints to the Governing Board if redress is not obtained through established channels.
3. **Definition: A “complaint” shall be defined as an alleged misapplication of the policies and/or regulations of the district.**
4. ~~A grievance must be based upon an alleged violation of a specific employee organization contract.~~

C. Forms Used and Additional References

Grievance form

D. Complaint Procedure

Grievances

~~1. Definitions~~

- a. ~~A “grievance” is a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of the employee agreement. (See employee agreement for procedures)~~
- b. ~~A “grievant” may be any member of the bargaining unit covered by the terms of an agreement between the bargaining unit and the Governing Board of this school district.~~

GRIEVANCES/COMPLAINTS (continued)

- e. ~~A “day” (for the purposes of this grievance procedure) is any day on which the central administrative office of this school district is open for business.~~
- d. ~~The “immediate supervisor” is the building principal or administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.~~

Complaints

1. Definition

~~A “complaint” shall be defined as an alleged misapplication of the policies and/or regulations of the district as set forth in this manual. Procedures for a complaint are established by the administration and provide a route of appeal through channels to the Governing Board, if necessary. Complaints and other matters for which a specific method of review is provided by law, by the policies of the Governing Board, or board adopted regulations, or by the administrative regulations and procedures of this school district are not within the scope of the procedure for grievances as defined above.~~

2. Procedure for Complaints

The official path of communication in dealing with complaints is as follows:

Step 1:

- a. Employee should **first** confer about information, questions, complaints and problems with their immediate supervisor and/or their **site/building** principal.
- b. If the situation is one that can be handled at the immediate supervisor level, the supervisor shall proceed to take whatever action is necessary. ~~At the building level the principal is the immediate supervisor.~~

- c. The immediate supervisor shall, in turn, inform the superintendent of the situation and the action.

~~Human Resources - Certificated~~

~~AR 4144 (b)~~

GRIEVANCES/COMPLAINTS (continued)

- d. If, in the immediate supervisor's judgment the situation requires ~~consolation~~ **consultation** with other administrative officers before taking action, the supervisor shall do so.
- e. If the immediate supervisor desires joint meeting with the personnel concerned and the superintendent, **or designee**, a request for such meetings shall be made by the supervisor.

Step 2:

- f. If, in the immediate supervisor's judgment, the situation should go directly to the superintendent, **or designee**, the supervisor should consult with the superintendent, and turn the situation over to the superintendent. The superintendent shall inform the immediate supervisor concerning the ~~disposal~~ **resolution** of the situation.
- g. In the event that an individual presents the superintendent with a situation that had not been presented to the immediate supervisor, even though the situation should have been so presented, the superintendent, **or designee** will direct the particular person back to the immediate supervisor and will inform the immediate supervisor concerning the situation.
- h. If an employee presents the superintendent with situations about which the employee has conferred with the immediate supervisor and about which the employee is still discontent, the superintendent or his designee shall hear the employee's discussion and, ~~in turn, shall hear the immediate supervisor's discussion.~~ **In an attempt to resolve the situation.**
- i. **The superintendent or designee may conduct any necessary investigation in an effort to resolve the complaint. The superintendent or designee shall promptly present all concerned parties with a written decision regarding the complaint. The superintendent or his designee shall then require joint conferences of the superintendent, the immediate supervisor and the employee. After due conferences of such nature without a successful solution, the superintendent shall arbitrarily make a decision. In the event of such a necessity, the superintendent will**

~~also present a written description of the situation to the governing board including the superintendent's arbitrary decision. Copies of this description shall be given to all affected parties.~~

Human Resources – All Personnel Certificated

AR 4144(e)

AR 4244

GRIEVANCES/COMPLAINTS (continued)

Step 3:

- j. If any party ~~involved in (h) above~~ is still dissatisfied with the decision as rendered, he/she may submit in writing to the superintendent, **or designee** a request for a conference with the Governing Board and the superintendent **within 10 days**. The superintendent, **or designee** shall submit this request to the Governing Board for its consideration.
- k. If the Governing Board decides to authorize the conference, the superintendent will arrange a time suitable to all parties. After the conference, the Governing Board shall render a decision which shall be final.
- l. In some instances, the aggrieved party has recourse to legal action, in which event, all the preceding activities become a matter of record. The subsequent court decision would then be the final decision. (cf. 4118.111/4218.111 - Grievance Procedure for title IX)

E. Reports Required

None

F. Record Retention

Deposition of grievance on file in Human Resources office

G. Responsible Administrative Unit

Human Resources
Superintendent

H. Approved By

Associate Superintendent for Human Resources
Superintendent

Human Resources – All Personnel Certificated

**AR 4144 (d)
AR 4244**

GRIEVANCES/COMPLAINTS (continued)

Legal Reference:

GOVERNMENT CODE

3543 (re public school employees' rights)

Regulation Adopted:
HS BD: 11/20/85
EL BD: 7/6/82

Regulation Revised:
Joint Policy: 4/22/97



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 26, 2023
SUBJECT: Adopt Revised Board Policy 4161 and 4261 Leaves (First Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The revised Board Policy 4161, 4261 is being updated as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy 4161 and 4261 Leaves (First Reading).

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

LEAVES

~~For additional information on this subject, see the current employee-~~
~~agreement(s) with-~~

~~TRACY TEACHERS ASSOCIATION~~
~~TRACY SECONDARY EDUCATORS-~~
~~ASSOCIATION~~

The Governing Board shall provide for paid and unpaid leaves of absence for employees in accordance with law, Board policy, administrative regulation, and collective bargaining agreements.

Certificated

For additional information on this subject, see the current employee
agreement with

TRACY EDUCATORS ASSOCIATION

Classified

For additional information on this subject, see the current employee
agreement with

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION; CHAPTER 98

(cf. 4141/4241 - Collective Bargaining Agreement)

The Board recognizes the following justifiable reasons for employee absence:

1. Personal illness or injury

(cf. 4161.1/4361.1 - Personal Illness/Injury leave)
(cf. 4261.1 - Personal Illness/Injury Leave)

2. Industrial accident or illness

(cf. 4161.11/4361.11 - Industrial Accident/Illness
Leave) (cf. 4261.11 - Industrial Accident/Illness Leave)

3. Family care and medical leave

(cf. 4161.8/4261.8/4361.8 - Family Care and Medical Leave)

Human Resources – All Personnel

BP 4161 (b)

BP 4261 (b)

4. Military service

(cf. 4161.5/4261.5/4361.5 - Military Leave)

5. Personal necessity and personal emergencies

(cf. 4161.2/4261.2/4361.2 - Personal Leaves)

6. Sabbaticals for purposes of study or training related to the employee's job duties

(cf. 4161.3 - Professional leaves)

(cf. 4261.3 - ProfessionalLeaves)

7. Attendance at work-related meetings and staff development opportunities

(cf. 131 - Staff Development)

(cf.4231- Staff Development)

(cf.4331- Staff Development)

8. Compulsory leave

(cf. 4118 - Suspension/Disciplinary Action)

(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Human Resources – All Personnel

BP 4161 (b)

BP 4261 (b)

Legal Reference:

EDUCATION CODE

22850-22856 Pension benefits, STRS members on military leave 44018

Compensation for employees on active military duty

44036-44037 Leaves of absence for judicial and official appearances

44043.5 Catastrophic leave

44800 Effect of active military service on status of employees 44842

Failure to provide notice or to report to work

44940 Sex offenses and narcotic offenses; compulsory leave of absence

44962-44988 Leaves of absence (certificated)

45059 Employee ordered to active military/naval duty, computation of salary 45190-

45210 Leaves of absence (classified)

FAMILY CODE

297-297.5 Registered domestic partner rights, protections and benefits

GOVERNMENT CODE

3543.1 Release time for representatives of employee organizations 3543.2

Scope of representation

12945.1-12945.2 California Family Rights Act

20990-21013 Pension benefits, PERS members on military leave LABOR

CODE

230-230.2 Leaves for victims of domestic violence, sexual assault or specified felonies

230.3 Leave for emergency personnel

230.4 Leave for volunteer firefighters

230.8 Leave to visit child's school

233 Illness of child, parent, spouse or domestic partner MILITARY

AND VETERANS CODE

395-395.9 Military leave

395.10 Leave when spouse on leave from military deployment UNITED

STATES CODE, TITLE 29

2601-2654 Family and Medical Leave Act of 1993 UNITED

STATES CODE, TITLE 38

4301-4334 Uniformed Services Employment and Reemployment Rights Act of 1994

Policy Adopted:

Joint Board: 4/22/97

Acknowledged:

9/26/23



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 14, 2023
SUBJECT: Acknowledge New Administrative Regulation 4157.2, 4257.2 and 4357.2
Ergonomics (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Administrative Regulation 4157.2, 4257.2, 4357.2 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Acknowledge New Administrative Regulation 4157.2, 4257.2 and 4357.2 Ergonomics (Second Reading).

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

ERGONOMICS

To minimize employees' risk of repetitive motion injuries (RMIs), the Superintendent or designee shall implement an ergonomics process to identify risk factors in the work environment that may result in injuries or illnesses to employees and shall design measures to mitigate such risk factors. The process may include a study of body movements and positions used during work, the tools and equipment used, the physical environment (such as temperature, noise, and lighting), and the organizational environment (such as deadlines, teamwork, and supervision) in order to identify potential causes of stress on the body over time, such as exertion or strain, awkward or sustained posture, or repeated motions.

An employee who experiences pain, numbness, stiffness, swelling, tingling, weakness, or other symptom(s) of a repetitive motion injury (RMI) or other musculoskeletal disorder that may be caused or aggravated by workplace conditions shall report the problem to his/her supervisor.

When an RMI which is objectively identified and diagnosed by a licensed physician to be a musculoskeletal injury has been reported by two or more district employees within a 12-month period, and is determined to be predominantly caused by a repetitive job, process, or operation of an identical work activity, the Superintendent or designee shall: (8 CCR 5110)

1. Evaluate each job, process, or operation of identical work activity at the work site, or a representative number of such jobs, processes, or operations of identical work activities, for exposures which have caused RMIs
2. Correct in a timely manner, or minimize to the extent feasible if correction is not possible, any exposures that have caused RMIs, taking into consideration engineering controls such as work station redesign, adjustable fixtures, or tool redesign, and administrative controls such as job rotation, work pacing, or work breaks
3. Provide staff training that includes an explanation of:
 - a. The district's ergonomics program
 - b. The exposures that have been associated with RMIs
 - c. The symptoms and consequences of injuries caused by repetitive motion
 - d. The importance of reporting symptoms and injuries to the district
 - e. Methods used by the district to minimize RMIs

ERGONOMICS

Legal References:

State	Description
8 CCR 3203	Injury and illness prevention program
8 CCR 5110	Repetitive motion injuries
Ed. Code 44984	<u>Required rules for industrial accident and illness leave</u>
Ed. Code 45192	<u>Industrial accident and illness leave for classified employees</u>
Gov. Code 21153	<u>Employer not to separate for disability members eligible to retire</u>
Lab. Code 142.3	<u>Authority of Cal/OSHA to adopt standards</u>
Lab. Code 3200-4856	<u>Workers' compensation</u>
Lab. Code 3550-3553	<u>Notifications re: workers' compensation benefits</u>
Lab. Code 3600-3605	<u>Conditions of liability</u>
Lab. Code 3760	<u>Report of injury to insurer</u>
Lab. Code 4600	<u>Provision of medical and hospital treatment by employer</u>
Lab. Code 4906	<u>Disclosures and statements</u>
Lab. Code 5400-5404	<u>Notice of injury or death</u>
Lab. Code 6303	<u>Place of employment; employment</u>
Lab. Code 6305	<u>Occupational safety and health standards; special order</u>
Lab. Code 6310	<u>Retaliation for filing complaint prohibited</u>
Lab. Code 6357	<u>Standards for workplace ergonomics</u>
Lab. Code 6401.7	<u>Injury and illness prevention program</u>
Lab. Code 6409.1	<u>Reports</u>



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 5, 2023
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 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 employment agency. The permits are issued for one year and service is restricted to that employment 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 employee the following teacher under a Provisional Internship Permit. The individual will be provided with orientation, guidance, and assistance during the valid period of the permit. They will also be provided assistance to seek and enrolling 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.

Justin Bigler; Williams Middle School; Physical Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 5, 2023
RE: Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

BACKGROUND: For the 2023-2024 school year Tracy Unified School District will request a waiver for Multiple Subject, Single Subject and Education Specialist Teachers. Some teachers will also require a BCLAD in Spanish. The waiver request is needed to allow the teachers additional time to complete Pre-Service program requirements and/or complete the Subject Matter Competence requirements.

RATIONALE: The District needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2023-2024 school year allowing them additional time to complete Pre-Service program requirements including the Subject Matter Competence requirements, resulting in Intern Credential eligibility upon completion of those requirements.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers.

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 accepted into intern credential program. The individual(s) will be provided with orientation, guidance and assistance during the valid period of the waiver.

Kumudavalli Pandurangan; Jacobson Elementary; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 19, 2023
RE: Adopt Resolution No. 23-04 Authorizing Teachers to Teach Outside Their Credential Authorizations

BACKGROUND: Education Code Section §44263 authorizes teachers to teach outside their credential authorization provided that the teachers have eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teacher any subject in departmentalized classed to a given class or group of students in grades K-12. The Tracy Unified School District currently has three (3) qualified teachers consenting to Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8th grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has twelve (12) qualified teachers consenting to Ed Code §44256(b).

RATIONALE: In all the above instances, the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing the assignments. This agenda item meets District Strategic Goal #2- Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Adopt Resolution No. 23-04 Authorizing Teachers to Teach Outside Their Credential Authorizations.

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 23-04
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL
AUTHORIZATIONS 2023-2024**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections §44263 hereby authorizes teachers to teach outside their credential authorization provided that the teachers have eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teacher any subject in departmentalized classed to a given class or group of student in grades K-12. The Tracy Unified School District currently has three (3) qualified teachers consenting to Ed Code §44263.

Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students below grade nine (9), provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has twelve (12) qualified teachers consenting to Ed Code §44256(b).

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 26th day of September 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
2023-2024 SCHOOL YEAR			
TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
Teacher's Name	Site	Ed Code	Subject
Martin, Ferne	Art Freiler	44256(b)	Science
Arbogast, Dawn	Monte Vista	44256(b)	Math
Azevedo, Jolene	Monte Vista	44256(b)	Physical Education
Crawford, Donna	Monte Vista	44256(b)	English
Gibbons-Couris, Sarah	Monte Vista	44256(b)	English
Williams, Tia	Monte Vista	44256(b)	Math
Stephens, Anastasio	North	44263	Physical Education
Adams, David	Poet Christian	44256(b)	Math
Telles, Jeffrey	Poet Christian	44256 (b)	History
Fishburn, Jay	Tracy High	44263	IB Theory of Knowledge
Piuser, Adam	Tracy High	44263	Computer Science
Campbell, Rhonda	Williams	44256(b)	English
Ignatovich, Teresa	Williams	44256(b)	English
Mohr, Laura	Williams	44256(b)	Social Sciences
Reszka, Cheryl	Williams	44256(b)	Social Science/Technology

Ed Code 44263	3 teachers
Ed Code 44256(b)	12 teachers