

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
OCTOBER 24, 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: 6:30 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#11, 23/24#12, 23/24#13, 23/24#14, 23/24#15, 23/24#16, 23/24#17
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#23-24/#06, AR#23-24/#07, AR#23-24/#08
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Request for Claim Settlement Authority
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 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#11, 23/24#12, 23/24#13, 23/24#14,
3.2.1 23/24#15, 23/24#16, 23/24#17

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

6b Report Out of Action Taken on Reinstatements: AR#23-24/#06, AR#23-24/#07,
3.2.2 AR#23-24/#08

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

6c Report Out of Action Taken on Consider Request for Claim Settlement Authority
3.3.1

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

7. Approve Regular Minutes of September 26, 2023

1-6

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 Recognize Officer Contreras with the Tracy Police Department, Freiler Principal, Stephen Theall, Teacher Alayna Evans, and Students Malyna Torres-Melton, McKenna Adamo, and Joey Russell for their Heroic Actions

9.2 Central Elementary School

9.3 Tracy Charter School

9.4 Tracy High School eSports

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 Education Services:

10.2.1 Receive Report on California State Law SB 328 TUSD High School 7
Late Start

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

- 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **8-11**
- 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 **12-13**
- 13.1.3** Approve Entertainment, Assembly, Service, Business and Food Vendors **14**

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services with The Learning Circle, LLC to provide Training to the TUSD School Readiness Preschool Program during the 2023-2024 School Year **15-19**
- 13.2.2** Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2023 **20-21**
- 13.2.3** Approve Proposal between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert **22-24**
- 13.2.4** Ratify Overnight Travel for George Kelly School Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain Educational Center on October 2-4, 2023 **25-28**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **29-31**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **32-35**

- 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** Consider Claim 627224 **36**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2** Adopt Resolution #23-05 Authorizing and Defining Names to Sign Orders on School District Funds **37-41**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Acknowledge Revised Administrative Regulation 4157.1, 4257.1 and 4357.1 Work-Related Injuries (First Reading) **42-47**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

- 14.3.2 Adopt Revised Board Policy 4161.1 and New Board Policy 4261.1 Personal Illness and Injury Leaves (First Reading) 48-50
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3 Adopt Revised Board Policy 4161 and 4261 Leaves (Second Reading) 51-54
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.4 Adopt Revised Board Policy 4361.1 Personal Illness and Injury Leaves (First Reading) 55-56
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 57-58
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.6 Approve a Declaration for a Provisional Internship Permit 59-60
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.7 Approve Agreement for Contract Services Between Tracy Unified School District and LinkedIn Corporation 61-65
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 November 14, 2023
 17.2 December 12, 2023
 17.3 January 9, 2024
 17.4 January 23, 2024

18. **Upcoming Events:**

- | | |
|----------------------------------|-----------------------------------|
| 18.1 November 10, 2023 | No School, Veteran's Day |
| 18.2 November 20-25, 2023 | No School, Thanksgiving Break |
| 18.3 December 18-January 2, 2024 | No School, Winter Break |
| 18.4 January 15, 2024 | No School, Martin Luther King Day |

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 26, 2023**

- 6:20 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, S. Smith. Absent: J. Stocking
- 7:01 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#06, 23/24#07, 23/24#08,
3.2.1 23/24#09, 23/24#10
Action: Approved. Hawkins, Fagin **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
6b Report Out of Action Taken on Reinstatements: AR#23-24/#04, AR#23-
3.2.2 24/#05
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
6c Report Out of Action Taken on Early Graduation: TISCS#10334834,
3.2.3 TISCS #10359016
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
- Minutes:** 7. **Approve Regular Minutes of September 12, 2023.**
Action: Silcox, Kahlon **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
- Audience:** Shannon Bancroft, Debra Hartenstein, Zach Boswell, Gary Henderson, Charlene Astarga, Robert James, Kaleigh Felisberto, Erick Keating, Sophy Reese, Erin Quintana, Mary Petty, Kimberly Jacobs, Joseph Orcutt, Chris Munger
- Student Rep Reports:** 8.1 **Kimball High:** Harleen Kaur is the ASB board representative for Kimball High. Homecoming was last week and it started with a successful carnival that included arts and crafts, food, and a dunk tank which brought in \$10,000. They had a night rally on Wednesday; each class prepared a skit, but it was the seniors that took first place. Spirt week was a success with much participation from both staff and students. KHS football took the win against Dublin, 21-7. Homecoming was a day to remember. Seniors are preparing for college applications and counselors are assisting, going class to class.
- Alternative Education:** Jeffery Moss shared that in Ms. Hall's Biology class they unpacked and tested out new microscopes that will be used to look at all types of different cells. At Duncan Russel, Ms. Coker has begun to work on team building activities using a variation of a Wordle game. TDAP is taking yoga and self defense classes and are selling chocolate bars as a fund raiser. They have had their first graduate of the year striking the gong. And in sports, they have had their first

volleyball tournament at Stein, where they took 3rd place. They have also set up a new pickle ball net on campus for students to play at lunch.

West High: Noah Watkins and Kaelyn Garcia shared highlights of homecoming week. Each day was a different spirit dress up day such as Barbie, what you want to be when you grow up, and Toy Story. They had a Barbie themed powder puff game and the seniors won 12-0. Their night rally was Pixar themed as well as the homecoming parade downtown. Football topped the night with a win against Millennium, 49-0! Even the half time show was one for the books. Noah and Kaelyn gave a shout out to Trustee Abercrombie for helping out in a time of need. Next month they plan to have a haunted house and trunk or treat.

Tracy High: Olivia Orcutt provided a Tracy High update. September is busy with many fieldtrips scheduled for IB and CTE. Feast has a good lunch planned; they have some pretty good chefs this year. All are encouraged to order. Leadership Development Day was held at Mountain House High School. They got together for team bonding activities and to swap ideas. They had their St Jude's week themed spirit days two weeks ago. Unfortunately, in last week's football game, they lost their winning streak, but the Dog Pound made up for it as they were loud and proud in the student section. Tomorrow is the night rally where the homecoming king and queen will be announced. This year they are also including Teacher Sweethearts where, as a student, you can vote for your favorite teacher.

Recognition & Presentations:

9.1 McKinley Elementary School: McKinley Principal Shannon Bancroft and Assistant Principal, Sophy Reese, provided a brief update of what is happening at McKinley regarding literacy and getting books into the hands of the students. They raised \$6,000 this year from the annual bookfair which is used to purchase items and books for the library. At the book fair, parents purchased books for their home libraries and for individual teachers. Hundreds of new books have been added to the library. During Covid, they started a book give away made possible through First Book Marketplace. Through First Book, books can be purchased at 60-90% off the cover price. Last year, students were able to pick out and keep 3,800 books to build their home libraries! Also last year, all students received Lego Sets with a STEM Building with Bricks activity booklet. This morning, from the generosity of Reading is Fundamental and Amazon, every student received an early child literacy kit to take home. The kits included 3 new books, an activity book, coloring sheet and a bookmark.

Information & Discussion Items:

10.1 Administrative & Business Services:

10.2 Educational Services:

Charlene Astarga's children attended TUSD schools and now her grandchildren do. Recently she has been reading on the Next Door app about bullying incidents occurring within the school district. Any time the TUSD anti-bullying policy is not enforced properly is a disregard for victims of bullying. She is calling out for administrators to put a stop to the bullying. Victims are paying the price by having to go to another school. She feels some adults and staff turn a blind eye. The citizens of Tracy demand the anti-bullying policy be enforced.

10.2.1 District Anti-Bullying Policy

Jason Noll, Director of Student Services, gave a brief overview of what the TUSD handbook says regarding bullying. Each student has a right to a safe and healthy school environment and complaints of bullying will be investigated. CA Ed Code defines bullying as a severe or pervasive verbal act or conduct. A lot of bullying is done electronically through social media apps. Any student should immediately report an act of bullying to a teacher or administrator. This can be done alone or with a parent/guardian. There is an attempt to respect all parties involved. With an informal complaint, the student does not need to provide their name and can remain anonymous, whereas a formal complaint requires the victim's identity to be disclosed. In the case of an expulsion, the victim's name must be provided. Discipline measures for bullying range from warnings to suspensions to expulsions. As a district, we are unable to tell other families what discipline is given to another student. This is sometimes perceived as the district having not addressed the issue.

Anti-bullying efforts include presentations to students in the classroom, an annual Red Carpet Anti-Bullying event where students make posters and write poems and stories. The district high schools have the Bulldog Project, Jaguar Project, and Wolfpack Project. In these clubs, the students are trained and give presentations to elementary schools throughout TUSD and Jefferson schools. We are also partnering with FACES to do presentations with parents regarding social media and awareness.

There is a clear line on jurisdiction; at home, over the weekend, or during the summer, the district does not have jurisdiction for issues that have taken place.

Hearing of Delegations

11. Kaleigh Felisberto spoke to let everyone know there will be a solar eclipse on October 14 that will be 70% visible. The eclipse begins at 8:00 am and maxes out at 11:00. Do not stare at the sun, even if being covered, this is still bad for your eyes.

Erick Keating has been a geometry teacher at TUSD for over 20 years. Post covid, the honors geometry class was cut after he has been doing this for over 15 years. It's a shame they do not have this intellectual option. He is upset of this because it also effects STEAM. He has students do an amazing write up for their second semester project. If he had his honors geometry class back, the reports would look better. He wants his honors geometry class.

Robert James is a Stein High School math teacher that has been at TUSD for 27 years. He came to address the health care offering that has been changed. He is thankful for the efforts to reduce costs; however, some will see their costs increase. He was involved in challenging the vote of this union and feels the vote was rushed. Only one healthcare plan is a PPO, the remaining are HMO's with zero tier 1 hospitals in their network. His understanding is the members of TSMA did not conduct a vote, rather they completed a survey.

David Valdez spoke to the impact football Coach Edwards left on the students of WHS. He had a unique ability to connect with students. He fostered a sense of unity, teamwork, and discipline, genuinely cared about their success and was an asset to the school community. He misses Coach Edwards.

McKye Valdez was here on behalf of the WHS football team. Coach Edwards turned a struggling program into a playoff contending team. He was able to change the culture at WHS and brought back the spark many students had lost. He taught values and life lessons and encouraged them to become confident young adults. We are advocating for the character and personal moral that William Edwards gives.

Coach Edwards impacted Logan Pedro's life by teaching important life lessons. He was like a father figure to him. He is truly missed. Logan wants everyone to know how much that man has done for him and for his team.

Cameron Huebner has had the pleasure of working with Coach Edwards as the team manager. He was the first coach to take the time to make sure the hydration room had ice and water. Edwards was the kind of guy you could go to for advice. He has lost more than a coach but also a role model. Cameron asks to please take their accounts into consideration.

Caleb Cosme spoke regarding a reinstatement of Coach Edwards. He has had a firsthand account of the man he is. He is a man that is understanding, kind, fair, and helps the students to be the best version of themselves they can be. Coach Edwards is a man he would also like to be. If TUSD cared, they would not take this father figure from his life without warning. If TUSD employees cared, they would have communicated with the students. He believes that Coach Edwards should be reinstated as their football coach.

Chris Munger felt the need to make it very clear that Robert James does not speak for TEA. TEA held a vote on the health care proposal. TEA voted 58% to accept the healthcare proposal. This is a valid vote.

Public Hearing: 12.1 None.

- Consent Items:**
- 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Fagin, Hawkins **Vote:** Yes-6 ; No-0; Absent-1 (Hoffert)
 - 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
 - 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 Entertainment, Assembly, Service, Business and Food Vendors
 - 13.1.4 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services *Provided by Keynote Speaker*, Principal Kafele
- 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
- 13.2.3** Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda
- 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
- 13.2.5** Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2023-2024 School Year
- 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
- 13.2.7** Approve School Pathways to Provide Personalized Learning System for Students at Tracy Independent Study Charter School for 2023-2024
- 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
- 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
- 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

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 Purchase of Commercial Dishwasher for the Kimball High Kitchen

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

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)

Action: Approved as final. Silcox, Fagin **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

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

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

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

- Action:** Approved as Final. Hawkins, Silcox **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
- 14.3.4** Approve a Declaration for a Provisional Internship Permit
- Action:** Fagin, Kahlon **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
- 14.3.5** 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)
- 14.3.6** Adopt Resolution No. 23-04 Authorizing Teachers to Teach Outside Their Credential Authorizations
- Action:** Approved as amended. Hawkins, Kahlon **Vote:** Yes-6; No-0; Absent-1 (Hoffert)

Board Reports:

Trustee Kahlon has been enjoying the homecoming events and appreciates what McKinley is doing. Literacy is so important. Thank you to Mr. Noll for reiterating the anti-bullying policy. She appreciates the passion shared by the community and students. Trustee Fagin thanked Mr. Noll for the presentation and appreciates the students coming in to express their concerns and their feelings. He plans to watch the eclipse. Trustee Alexander thanked everybody for coming out. She enjoyed the presentations and the information about the anti-bullying policy. Trustee Hawkins appreciates the clarification of the bullying policy. He also wanted to mention that the WHS ROTC put on a great 911 event. He always enjoys the student reports of what is happening on their campus. Trustee Silcox passed on commenting. Trustee Abercrombie said the Kimball carnival was a win-win. It was amazing to see the kids have a great time and it was a great opportunity for the clubs to make some money.

Superintendent Report:

Dr. Pecot thanked all the speakers and presenters today. He appreciates the response last week and to a situation at Art Freiler school. The principals and staff responded beautifully to a situation. His thoughts and prayers are with the family and the student.

Adjourn: 7:58 PM

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: October 24, 2023
SUBJECT: Receive Report on California State Law SB 328 TUSD High School Late Start

BACKGROUND: Starting in the 2022-2023 school year, Tracy High School, Merrill F. West High School, and John C. Kimball High School moved their start time to after 8:30am. Prior to this change, Tracy High School started at 7:50am, Merrill F. West High School started at 8:00am, and John C. Kimball High School started at 8:10am.

RATIONALE: Senate Bill number 328 states the school day for high schools, shall begin no earlier than 8:30 a.m. This senate bill was signed in October of 2019. The effective date and statewide compliance with the law started in the 2022-2023 school year. Provide information report on TUSD High School late start impacts.

FUNDING: Not applicable.

RECOMMENDATION: Receive Report on California State Law SB 328 TUSD High School Late Start.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 28, 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
October 24 , 2023
SUMMARY OF SERVICES

A. Vendor: WGR Southwest, Inc.
Sites: District Wide
Item: Open Purchase Order
Services: Provide support for TUSD Storm Water Management Program
Cost: \$7,785.00
Project Funding: Environmental Compliance

B. Vendor: PQBids
Sites: DEC Facilities
Item: 3 Year Subscription
Services: State Prequalification Services
Cost: \$49,500.00
Project Funding: General Fund

C. Vendor: AMS. Net Inc.
Sites: ISET/District Wide
Item: 57 Month Subscription
Services: InformaCast Fusion Subscription
Cost: \$11,001.00
Project Funding: Capital Facilities Fund

D. Vendor: AMS. Net Inc.
Sites: ISET/Villalovoz Elementary
Item: Proposal
Services: InformaCast Fusion Appliance
Cost: \$18,370.60
Project Funding: Capital Facilities Fund

E. Vendor: AMS.Net Inc.
Sites: ISET/Villalovoz Elementary
Item: Proposal
Services: Cisco Catalyst 9200 48-port Switch
Cost: \$14,776.80
Project Funding: Capital Facilities Fund

F. Vendor: Summit Plumbing
Sites: Jacobson Elementary
Item: Proposal
Services: Install of Hydration Station
Cost: \$7,290.00
Project Funding: Deffered Maintenance

G. Vendor: Summit Plumbing
Sites: Bohn Elementary
Item: Proposal
Services: Install of Hydration Station
Cost: \$7,290.00
Project Funding: Deferred Maintenance

H. Vendor: Summit Plumbing
Sites: Williams Middle School
Item: Proposal
Services: Install of Hydrations Stations
Cost: \$59,430.00
Project Funding: Deferred Maintenance

I. Vendor: RJ Flooring Company
Sites: Kelly School
Item: Proposal
Services: MPR flooring
Cost: \$49,445.07
Project Funding: Deferred Maintenance

J. Vendor: RJ Flooring Company
Sites: Central Elementary
Item: Proposal
Services: MPR flooring
Cost: \$47,222.57
Project Funding: Deferred Maintenance

K. Vendor: RJ Flooring Company
Sites: Stein High School
Item: Proposal
Services: MPR flooring
Cost: \$49,415.74
Project Funding: Deferred Maintenance

L. Vendor: RJ Flooring Company
Sites: District Office
Item: Proposal
Services: Flooring
Cost: \$227,419.72
Project Funding: Deferred Maintenance

M. Vendor: RJ Flooring Company
Sites: South West Park Elementary
Item: Proposal
Services: Custodial, Staff Restroom flooring
Cost: \$9,154.87
Project Funding: Deferred Maintenance

N. Vendor: Keenan & Associates
Sites: District-Wide
Item: Open Purchase Order
Services: Training certification using Forklift, Scissor & Boom Lift for all MOT employees.
Cost: \$4,536.00
Project Funding: Environmental Compliance

O. Vendor: SamClar
Sites: Villalovoz Elementary
Item: Proposal
Services: Furnishing Office/Library
Cost: \$22,796.00
Project Funding: Capital Facilities Fund/General Fund

P. Vendor: SamClar
Sites: Jacobson Elementary
Item: Proposal
Services: Furnishing Office/Library
Cost: \$40,574.12
Project Funding: Capital Facilities Fund/General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 28, 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 Good Samaritan Services for San Joaquin County for the total amount of \$10,700.00 (ck# 5301). This donation will go to the West High School ASB/2023-24 Prom.
2. Tracy Unified School District/Merril F. West High School: From Catalina Pina for the total cash amount of \$500.00. This donation will go to the Latinx Club
3. Tracy Unified School District/Merril F. West High School: From Veterans of Foreign Wars Post 1537 for the total amount of \$1,000.00 (ck# 2853). This donation will benefit the JROTC Program.
4. Tracy Unified School District/Merril F. West High School: From James Mcdermott Post 172, American Legion for the total amount of \$1,000.00 (ck#8579). This donation will benefit the JROTC Program.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 2, 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
10/24/2023	Rhythm Magic - percussion music assembly, Michael Bayard, bayard@rythmmagic.com, 916.663.2575, rythmmagic.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/28/2024

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 27, 2023
SUBJECT: Approve Agreement for Special Contract Services with The Learning Circle, LLC to provide Training to the TUSD School Readiness Preschool Program during the 2023-2024 School Year

BACKGROUND: The Learning Circle, LLC provides high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

RATIONALE: Preschool teachers and Special Education preschool teachers will delve into The Learning Circle, LLC's Universal Design for Learning. Teachers will learn about the Inclusive Early Education Expansion Program (IEEEP) and how to integrate learning in these areas into the classroom. The information and strategies shared will allow for teachers to align their curriculum to the Preschool Foundations and Frameworks. The Learning Circle trainers provided by the San Joaquin County Office of Education are experts in providing strategies that are aligned to preschoolers' development. This agenda item supports 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 for contracting The Learning Circle, LLC to provide professional development to the TUSD School Readiness Preschool Program will not exceed \$3,500.00. This funding will be paid with State Quality Rating and Improvement System (QRIS) Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with The Learning Circle, LLC to provide Training to the TUSD School Readiness Preschool Program during the 2023-2024 School Year.

Prepared by: Dr. Mary Petty, Director of Continuous Improvement.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Learning Circle, LLC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide two half days (4 hours) of training on January 22, 2024, and March 25, 2024 for Preschool and Transitional Kindergarten Teachers. The training sessions that will be provided to teachers will be to provide IEEP (Inclusive Early Education Expansion Program) UDL/Visual Aids and Building Blocks in reference to IEEEP.

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 8 (two half days) () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location TUSD, North Preschool.

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

- a. District shall pay \$ 1,750.00 per [] **HOUR** ☒ **DAY** [] **FLAT RATE**, not to exceed a total of \$ 3,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] **MONTHLY PROGRESS BASIS** ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 1, 2023, and shall terminate on May 31, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3294 ext 1507 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:

 Education Consultant
Contractor Signature Title

Tracy Unified School District

see wa
IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



Learning Circle, LLC
111 Wallace Circle, Moraga CA 94556
925-548-7181
Kr.ramya83@gmail.com

To:
Rocio Garcia
Tracy Unified School District
1875 Lowell Ave, Tracy, CA 95376

Facilitator: Ramya Krishna

19 Proposal

Training Topic and Description	Training Length	Delivery Date	Training Format	Cost
UDL and Visual Aids	4 hours	TBD	In Person	\$1750
Building Blocks	4 hours	TBD	In Person	\$1750
Total				\$3500

**Trainings include: up to 40 participants, 2 facilitators, digital access to slides and handouts, prep time and travel costs associated with in-person trainings*

Prepared by: Ramya Krishna, Owner, The Learning Circle
Polly Yu, Owner, Designed for Young Minds



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 6, 2023
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2023**

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the July 15, 2023 – October 15, 2023, reporting period.

RATIONALE: The quarterly report for the period of July 15, 2023, through October 15, 2023, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2023.

Prepared by: Zachary Boswell, Ed. D. Director of Curriculum and Accountability.

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Dr. Zachary Boswell, Ed.D.

Title: Director of Curriculum & Accountability

Quarterly Report Submission Date: ☐ January 15, 2023
(check one) ☐ April 15, 2023
☐ July 15, 2023
☒ October 15, 2023

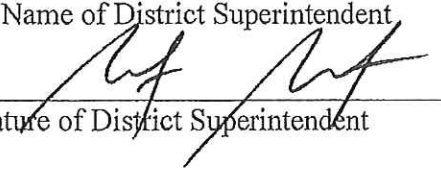
Date for information to be reported publicly at governing board meeting: October 24, 2023

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Rob Pecot
Print Name of District Superintendent


Signature of District Superintendent

Date

10/6/23



EDUCATIONAL SERVICES

MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 6, 2023
SUBJECT: Approve Proposal between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert

BACKGROUND: Every year roughly two to three hundred students are selected from TUSD and Jefferson schools, grades 7-12, to perform in the Tracy's regional Honor Band, Honor Jazz Band, Honor Choir, and Honor String Orchestra. This event offers premium educational opportunities and post-secondary connections for students, recruiting and matriculation promotions, and staff development opportunities for our music staff by hiring college directors as our guest conductors. Main Street Music will provide the professional services of four collegiate level honors conductors and one professional choral accompanist. These four professionals will direct the rehearsals and concerts at Kimball High School with constant TUSD supervision. Rehearsals and performances will follow this schedule:

Date	Time	Activity	Location
Wednesday January 10, 2024	5:15 p.m. call, 5:30 p.m. – 7:30 p.m.	Rehearsal 1 of 4	Kimball High School 3200 Jaguar Run, Tracy 95377 Jazz Ensemble – C3 String Orchestra – Theater Stage Concert Band – C2
Friday January 19, 2024	8:00 a.m. call, 8:15 a.m. – 3:00 p.m.	Rehearsal 2 of 4	
Friday January 26, 2024	8:00 a.m. call, 8:15 a.m. – 3:00 p.m.	Rehearsal 3 of 4	
Saturday January 27, 2024	String Orchestra Rehearsal 11:30 a.m./Concert 1:00 p.m.	Sound Check Rehearsal 4 of 4	Kimball High School 3200 Jaguar Run, Tracy 95377 Neylan Theater
Saturday January 27, 2024	Jazz Ensemble Rehearsal 2:00 p.m./Concert 3:30 p.m.	1 st Concert	
Saturday January 27, 2024	Concert Band Rehearsal 4:30 p.m./Concert 6:00 p.m.	2 nd Concert	

RATIONALE:

Having guest conductors for this year's Honor Band is important for two reasons. First, collegiate level guest conductors provide an opportunity for our students to work with a college director, a highly respected music educator. The conductors will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. Second, collegiate level conductors help to establish a link between Tracy Unified School District's music program and college level music programs which will result in benefits to both programs.

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

FUNDING: The cost is a flat rate not to exceed a total of \$7300.00. Funding will be provided by the District Visual and Performing Arts fund.

RECOMMENDATION: Approve Proposal between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert.

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

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

PROPOSAL	DATE
706733	10/05/2023 3:08p
ACCT	EMPL ID
6596	KEN
PO	EXPIRES
	11/04/2023

Bill To: Tracy Unified School District
1975 W. Lowell
Tracy CA 95376

H(209)830-3200

QTY	SKU#	DESCRIPTION	PRICE EA	TOTAL
1		ACCOMPANIST	500.00	500.00
4		GUEST CONDUCTORS FOR HONORS CONCERT 1/27/24	1500.00	6000.00
1		SERVICE FEES	800.00	800.00

	SUBTOTAL	7300.00
	TOTAL	7300.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 17, 2023
SUBJECT: **Ratify Overnight Travel for George Kelly School Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain Educational Center on October 2-4, 2023**

BACKGROUND: The George Kelly sixth grade class and teachers will travel to Sky Mountain Educational Center for Science Camp.

RATIONALE: Science Camp provides students the opportunity to learn about science in a relevant and engaging atmosphere. This aligns with Strategic Goal #1 (Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap). This aligns perfectly to the district emphasis on STEM education.

FUNDING: Lodging and transportation costs will be approximately \$210 per student. This trip is funded using District Science Camp funds, student fundraising and donations.

RECOMMENDATION: Ratify Overnight Travel for George Kelly School Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain, on October 2-4, 2023.

Prepared by: Brittani Ryan, Principal, George Kelly Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sky Mountain Educational Center, 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: Students will attend 3-day outdoor education programs at Sky Mountain in Emigrant Gap, CA.

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 3 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Sky Mountain in Emigrant Gap, CA.

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

- a. District shall pay \$ \$210/student per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 77 students. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [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 October 2, 2023, and shall terminate on October 4, 2023.

5. This agreement may be terminated at any time during the term by either party upon 120 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, Brittani Ryan, at (209) 830-3390 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

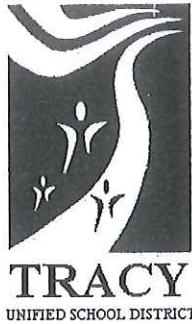
employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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:

<i>Timothy Bischoff</i>	Director of STEM
Contractor Signature	Title
10/17/2023	
IRS Identification Number	
Title	
Address	Contract Officer
<i>Warren, Sim.</i>	
10/17/2023	

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 6, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arranaga, Rose Lorraine Payroll Specialist	DEC	9/25/2023	Accepted Position

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Howell, Shawn Teacher	SHS	05/31/2024	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arbuckle, Kathleen Driver/Dispatcher	MOT	12/30/2023	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Chavez, Diego Mechanic	MOT	9/21/2023	Accepted Position
Chamarthy, Sowmya Para Educator I	BES	9/30/2023	Personal
Ciccolo, Danielle Food Service Worker	PES	9/26/2023	Personal
Galindo, Mirna Custodian I	THS	9/14/2023	Accepted Position
Herrera Pena, Marisol Bilingual Para Educator	SWP	9/30/2023	Personal
Lucatero, Graciela Food Service Worker	THS	9/27/2023	Accepted Position
Mears, Pamela Special Education Para Educator	THS	9/18/2023	Accepted Position
Mendoza, Jonathan Utility Person III	MOT	9/28/2023	Accepted Position
Moody, Maria Del Carmen Utility Person II	MOT	9/25/2023	Accepted Position
Ortiz, Elizabeth Para Educator I	CES	11/1/2023	Accepted Position
Sanchez, Jenay Para Educator I	SWP	10/16/2023	Accepted Position
Shergill, Vimaljit Food Service Worker	WHS	9/28/2023	Accepted Position
Weaver, Joshua Para Educator II	HES	9/19/2023	Personal

BACKGROUND:**COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Fernandez, Aeden Boy's Frosh/Soph Soccer	THS	10/3/23	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 6, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Arranaga, Rose Lorraine

Budget Technician (Replacement)
DEC/Finance
8 hours per day
LMH Range 13, Step E - \$38.40 per hour
Fund: General

Cisneros-Gomez, Ivan

Hirsch Elementary / South/West Park
School Psychologist (Replacement)
LMP Range 8, Step A - \$71,574.00
Fund: Special Education

Cisneros Lopez, Virginia

Elementary School Secretary (Replacement)
Southwest Park Elementary School
8 hours per day
LMH Range 8, Step E - \$34.04 per hour
Fund: General

Merin Varghese, Aswathy

North School
Speech Language Pathologist
LMP Range 8, Step H - \$96,045.00
Fund: Special Education

Perez Serna, Flor

Middle School Secretary (Replacement)
Monte Vista Middle School
8 hours per day
LMH Range 11, Step A - \$28.90 per hour
Fund: General

BACKGROUND:

Alongi, Sebastian

Frangos, Eden

Guitron, Jaime

Jimenez, Griselda

Serrano, Victoria

Staley, Stephanie

Villa, Linda

BACKGROUND:

Amaro, Sabrina

Carranza Sanchez, Ana

CERTIFICATED

Tracy High School
RSP 9-12 (Replacement)
Class I, Step "A" 1 - \$47,284.00
Fund: Special Education

West High School
Biology (Replacement)
Class I, Step "A" 1 - \$45,248.00
Fund: General

Art Freiler School
SDC 6/7 M/M (Replacement)
Class I, Step "A" 1 - \$48,949.00
Fund: Special Education

Kelly Elementary School
SDC 6-8 M/M (Replacement)
Class I, Step "A" 1 - \$47,284.00
Fund: Special Education

North School
SDC Preschool (Replacement)
Class I, Step "A" 1 - \$51,280.00
Fund: Special Education

Villalovoz Elementary School
SDC K-2 M/M (Replacement)
Class V, Step "A" 1 - \$49,019.00
Fund: Special Education

South/West Park
3rd Grade GATE (Replacement)
Class VI, Step "B" 7 - \$64,283.00
Fund: General

CLASSIFIED

Bilingual Para Educator I (New)
Villalovoz Elementary School
3.5 hours per day
Range 24, Step B - \$18.25 per hour
Fund: Child Care & Development

Utility Person II (Replacement)
Kimball High School/MOT
8 hours per day
Range 35, Step C - \$24.73
Fund: General Fund - Unrestricted

Chavez, Diego	<p>Mechanic Specialist (Replacement)</p> <p>Transportation/MOT</p> <p>8 hours per day</p> <p>Range 52, Step E - \$40.55 per hour</p> <p>Fund: 10% General Unrestricted</p> <p>45% Home to School Transportation</p> <p>45% Special Education Transportation</p>
Galindo, Mirna	<p>Utility Person II (New)</p> <p>Tracy High School/MOT</p> <p>8 hours per day</p> <p>Range 35, Step E - \$27.13 per hour</p> <p>Fund: General</p>
Moody, Maria Del Carmen	<p>Bus Aide (New)</p> <p>Transportation</p> <p>6 hours per day</p> <p>Range 24, Step E - \$20.99 per hour</p> <p>Fund: Special Education</p>
Khan, Muhammad	<p>IEP Para Educator (Replacement)</p> <p>Tracy High School</p> <p>7 hours per day</p> <p>Range 24, Step D - \$20.04 per hour</p> <p>Fund: Special Education</p>
Lucatero, Graciela	<p>Food Service Worker (Replacement)</p> <p>Tracy High School</p> <p>4 hours per day</p> <p>Range 25, Step B - \$18.72 per hour</p> <p>Fund: Child Nutrition-School Program</p>
Mears, Pamela	<p>Special Education Para Educator (Replacement)</p> <p>Tracy High School</p> <p>6.5 hours per day</p> <p>Range 27, Step E - \$22.53 per hour</p> <p>Fund: SPED Idea Based Grant</p>
Mendoza, Jonathan	<p>Utility Person III (New)</p> <p>Warehouse/MOT</p> <p>8 hours per day</p> <p>Range 38, Step E - \$29.15 per hour</p> <p>Fund: 30% General</p> <p>70% Special Education Transportation</p>
Ortiz, Elizabeth	<p>Para Educator I (Replacement)</p> <p>Tracy High School</p> <p>8 hours per day</p> <p>Range 24, Step C - \$19.14 per hour</p> <p>Fund: ELO Grant</p>

Rynberg, Megan

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

Sanchez, Jenay

Special Education Para Educator (Replacement)
North Preschool
7 hours per day
Range 27, Step D - \$21.49 per hour
Fund: Special Education

Shergill, Vimaljit

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

Verbruggen, Nancy

Special Education Para Educator (Replacement)
Tracy High School
6 hours per day
Range 27, Step E - \$22.53 per hour
Fund: Special Education

Zepeda-Flores, Mauricio

IEP Para Educator (Replacement)
Villalovoz Elementary School
6 hours per day
Range 24, Step E - \$20.99 per hour
Fund: Special Education

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 21, 2023
SUBJECT: Consider Claim 627224

BACKGROUND: On September 14, 2023, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on August 21, 2023

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

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

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

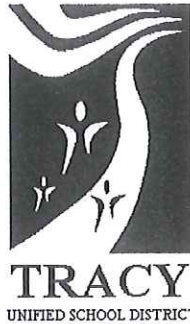
The amount of the claim is noted as being in excess of \$10,000.00.

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

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

RECOMMENDATIONS: Reject Claim No. 627224.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas Associate Superintendent for Business Services
DATE: September 21, 2023
SUBJECT: Adopt Resolution #23-05 Authorizing and Defining Names to Sign Orders on School District Funds

BACKGROUND: Pursuant to Education Code Sections 35161, and 42632 through 42652, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of August 9, 2022, the board approved Resolution #22-01, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161, and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution #23-05, authorizing and/or removing designated employee's signatures, will be mailed to their office following the regularly scheduled Board Meeting of October 24, 2023.

RATIONALE: As directed by Education Code Sections 35161, and 42632 through 42652 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #23-05 Authorizing and Defining Names to Sign Orders on School District Funds.

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



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 23-05
Resolution Authorizing and Defining Names to Sign Orders on
School District Funds

WHEREAS, pursuant to Sections 35161, and 42632 through 42652, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution #22-01, dated August 9, 2022, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 35161, and 42632 through 42652, and by Resolution #23-05, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed, including all official federal and state documents on behalf of Tracy Unified School District:

Rob Pecot, Superintendent
Tania Salinas, Associate Superintendent, Business Services
Lori Nelson, Director, Financial Services
Julianna Stocking, Associate Superintendent, Educational Services
Tammy Jalique, Associate Superintendent, Human Resources
Mary Petty, Director, Continuous Improvement
Jaime Quintana, Director, Facilities Development and Planning
Michelle Daniel, Director, School Business Support Services and Purchasing (Purchase orders only)
Anthony Flores, Director, Maintenance, Operations and Transportation Services (Transportation and Facility Use contracts only)
Brandy Campbell, Director, Food Services (Food Service contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 24TH DAY OF OCTOBER, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED
SIGNATURES

ROB PECOT, SUPERINTENDENT

TANIA SALINAS, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

LORI NELSON, DIRECTOR, FINANCIAL SERVICES

JULIANNA STOCKING, ASSOCIATE SUPERINTENDENT, EDUCATIONAL
SERVICES

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

MARY PETTY, DIRECTOR, CONTINUOUS IMPROVEMENT

JAIME QUINTANA, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING

MICHELLE DANIEL, DIRECTOR, SCHOOL BUSINESS SUPPORT SERVICES AND
PURCHASING (Purchase orders only)

ANTHONY FLORES, DIRECTOR, MAINTENANCE, OPERATIONS AND
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

BRANDY CAMPBELL, DIRECTOR, FOOD SERVICES (Food Service contracts only)

VERIFICATION: I, Lynn Dell Hawkins, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

CLERK
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

DATE:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 4, 2023
SUBJECT: **Acknowledge Revised Administrative Regulation 4157.1, 4257.1 and 4357.1 Work-Related Injuries (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 Administrative Regulations 4157.1, 4257.1, 4357.1 are being updated as recommended by the California School Boards Association. By updating the Administrative Regulation, we will eliminate Board Policies 4157.1 and 4257.1.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4157.1, 4257.1 and 4357.1 Work-Related Injuries (First Reading).

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

WORK-RELATED INJURIES

~~A. Purpose and Scope~~

~~To provide guidance and direction for District personnel regarding employee rights and responsibilities related to workers compensation for work related injuries.~~

~~B. General~~

- ~~1. The District designated occupational medical treatment facility will be used in accordance with Labor Code 4600 Section 2 for the care and treatment of employees who sustain industrial injuries.~~
- ~~2. Employees who prefer to be treated by a personal physician must provide a written notice of designation to the District's Human Resources Office prior to the date of injury.~~
- ~~3. If the personal physician designation is not on file at the Human Resources Office, payment will not be made to the employees personal physician.~~

~~C. Forms Used and Additional References~~

~~Physician Designation form
Workers' Compensation forms~~

~~D. Procedure~~

Notifications

~~The Superintendent or designee shall post a notice of employee rights related to workers' compensation and shall provide this information in writing to new employees. (Labor Code 3550-3551)~~

District Responsibilities

~~Supervisors receiving reports of a work-related employee injury shall gather appropriate information, including but not limited to:~~

- ~~1. the date, time and place of the injury.~~
- ~~2. the name, occupation and signature of the injured employee.~~
- ~~3. details of how the injury occurred.~~

WORK-RELATED INJURIES

4. ~~the names of any witnesses.~~

~~Supervisors shall promptly remit information about work-related injuries to the Human Resources Office.~~

~~Whenever a work-related injury results in lost work time beyond the date of the injury or requires medical treatment beyond first aid, the employee shall be given a workers' compensation claim form and a notice of potential eligibility for benefits within one working day of the injury. (Labor Code 5401) In the case of stress claims, the claim form shall be provided only if the employee indicates that he/she is going to a physician or is unable to work.~~

~~Within five (5) working days of obtaining knowledge of any injury which results in lost time beyond the date of the injury or which requires medical treatment beyond first aid, the Human Resources Office shall file a complete report of the injury with the District's insurer. (Labor Code 6409.1)~~

Employee Responsibilities

~~Upon receiving treatment for a work-related injury, the employee shall obtain a medical verification of his/her condition, indicating any limitations on the employee's ability to work, the anticipated time needed for recovery from these limitations, and the time of work modification needed.~~

~~The District has designated a medical carrier where employees will be taken in case of a work-related injury. Employees who wish to be taken to their personal physician for treatment of work-related injuries must have a written request on file with the Superintendent or designee. It is the employee's responsibility to inform his/her supervisor that he/she has such a request on file (Labor Code 4600)~~

~~To qualify for workers' compensation, employees must notify their supervisor of a work-related injury within 30 days. (Labor Code 5400)~~

E.—Reports Required

TUSD Acknowledged: 11/25/97

Revised:

WORK-RELATED INJURIES

~~Workers' Compensation Claim~~

~~F. Record Retention~~

~~Employee file maintained in Human Resources Office when applicable~~

~~G. Responsible Administrative Unit~~

~~Human Resources~~

~~H. Approved By~~

~~Associate Superintendent for Human Resources~~

In order to provide medical benefits, temporary or permanent disability benefits, wage replacement, retraining or skill enhancement, and/or death benefits in the event that an employee becomes injured or ill in the course of employment, the district shall provide all employees with insurance and workers' compensation benefits in accordance with law. The Superintendent or designee shall develop an efficient claims handling process that reduces costs and facilitates employee recovery.

The Superintendent or designee shall notify every new employee, at the time of hire or by the end of the first pay period, of the employee's right to receive workers' compensation benefits if injured at work. (Labor Code 3551; 8 CCR 15596)

In addition, a notice regarding workers' compensation benefits shall be posted in a conspicuous location frequented by employees, where the notice may be easily read during the workday. (Labor Code 3550)

In the event that an employee is injured or becomes ill in the course of employment, the employee shall report the work-related injury or illness to the Superintendent or designee as soon as practicable. The employee and appropriate district staff shall also promptly document the date and time of any incident, a description of the incident, and any persons present.

The District will designate the use of an occupational medical treatment facility in accordance with Labor Code 4600, Section 2. Employees who prefer to be treated by a personal physician must provide a written notice of designation to the district Human Resources Office prior to the date of injury. If this designation is not on file at the Human Resources Office, payment will not be made to the employee's personal physician.

WORK-RELATED INJURIES

A personal physician means the employee's regular licensed physician who has previously directed the medical treatment of the employee, and who retains the employee's medical history. (Labor Code 4600).

Within one working day of receiving notice or knowledge of any injury to an employee in the course of employment, the Superintendent or designee shall provide a claim form and notice of potential eligibility for workers' compensation benefits to the employee or, in the case of the employee's death, to the employee's dependents. The claim form and notice shall be provided personally or by first class mail. (Labor Code 5401)

The Superintendent or designee shall additionally ensure that any employee who is a victim of a crime that occurred at the place of employment is given written notice personally or by first class mail within one working day of the crime, or when the district reasonably should have known of the crime, that the employee is eligible for workers' compensation benefits for injuries, including psychiatric injuries, that may have resulted from the crime. (Labor Code 3553)

The Superintendent or designee shall ensure that all employee notices described above are in the form prescribed by the Department of Industrial Relations (DIR), Division of Workers Compensation.

Upon learning of a work-related injury or illness, or injury or illness alleged to have arisen out of and in the course of employment, the Superintendent or designee shall report the incident to the district's insurance carrier or DIR, as applicable, within five days after obtaining knowledge of the injury or illness. If a subsequent death arises as a result of the reported injury or illness, an amended report indicating the death shall be filed within five days after being notified of or learning about the death. (Labor Code 6409.1)

In addition, in every case involving death or serious injury or illness, the Superintendent or designee shall immediately make a report to the Division of Occupational Safety and Health (Cal/OSHA) by telephone or through an online mechanism made available by Cal/OSHA. (Labor Code 6409.1)

For the purpose of this report, serious injury or illness means any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement. (Labor Code 6302)

Upon receiving treatment for a work-related injury, the employee shall obtain a medical verification of his/her condition, indicating any limitations on the employees' ability to work, the anticipated time needed for recovery from these limitations, and the time of work modification needed.

WORK-RELATED INJURIES

Legal Reference:

8 CCR 15596

Ed. Code 44984

Ed. Code 45192

Lab. Code 3200-4856

Lab. Code 3212.86

Lab. Code 3212.88

Lab. Code 3550-3553

Lab. Code 3600-3605

Lab. Code 3760

Lab. Code 4600

Lab. Code 4906

Lab. Code 5400-5413

Lab. Code 6302

Lab. Code 6409.1

Notice of employee rights to workers' compensation benefits

Required rules for industrial accident and illness leave

Industrial accident and illness leave for classified employees

Workers' compensation

COVID-19: critical workers pre-July 5, 2020

COVID-19: critical workers post-July 5, 2020

Notifications re: workers' compensation benefits

Conditions of liability

Report of injury to insurer

Provision of medical and hospital treatment by employer

Disclosures and statements

Notice of injury or death

Definition of serious injury or illness

Reports



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 24, 2023
SUBJECT: Adopt Revised Board Policy 4161.1 and New Board Policy 4261.1 Personal Illness and Injury 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 new Revised Board Policy 4161.1 and New Board Policy 4261.1 are being added as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy 4161.1 and New Board Policy 4261.1 Personal Illness and Injury Leaves (First Reading).

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

PERSONAL ILLNESS AND INJURY LEAVES

A unit member may use, in any school year, up to the amount of sick leave that would be accrued during six months at the rate of entitlement established in the current Master Agreement between the Tracy Unified School District and the Tracy Educators Association to attend to an illness of a child, parent, spouse, registered domestic partner or domestic partner's child of the unit member.

As used in this policy:

1. "Child" means a biological, foster, or adopted child, a stepchild, a legal ward, or a child of a person standing in loco parentis.
2. "Parent" means a biological, foster, or adoptive parent, a stepparent, or a legal guardian.
3. "Sick leave" means accrued increments of compensated leave provided by the District to a unit member as a benefit of the employment for use by the unit member during an absence from the employment for any of the following reasons:
 - (a) The unit member is physically or mentally unable to perform his or her duties due to illness, injury, or a medical condition of the unit member.
 - (b) The absence is for the purpose of obtaining professional diagnosis or treatment for a medical condition of the unit member.
 - (c) The absence is for other medical reasons of the unit member, such as pregnancy or obtaining a physical examination.

"Sick leave" does not include any benefit provided under an employee welfare benefit plan subject to the federal Employee Retirement Income Security Act of 1974 (Public Law 93-406, as amended) and does not include any insurance benefit, workers' compensation benefit, unemployment compensation disability benefit, or benefit not payable from the employer's general assets.

Sick leave to care for ill family members is subject to all requirements stipulated in AB 109 and Labor Code 233, and the sections of the current Master Agreement between the Tracy Educators Association and the Tracy Unified School District that apply to sick leave, including medical documentation.

PERSONAL ILLNESS AND INJURY LEAVES

FOR ADDITIONAL INFORMATION ON PERSONAL ILLNESS AND INJURY LEAVES SEE THE CURRENT EMPLOYEE AGREEMENTS WITH **FOR THE TRACY EDUCATORS ASSOCIATION AND CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION, CHAPTER 98.**

Legal Reference:**EDUCATION CODE**

44964	Power to grant leave of absence in case of illness, accident or quarantine
44965	Granting of leaves of absence for pregnancy and childbirth
44976	Transfer of leave rights when school is transferred to another district
44977	Salary deduction during absence from duties
44978	Provisions for sick leave of certificated employees
44979	Transfer of accumulated sick leave to another district
44980	Transfer of accumulated sick leave to a county office of education
44981	Leave of absence for personal necessity
44983	Exception to sick leave when district adopts specific rule
44986	Leave of absence for disability allowance applicant

LABOR CODE

233	Illness of child, parent, spouse or domestic partner
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CODE OF REGULATIONS, TITLE 5

5601	Transfer of accumulated sick leave
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HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 24, 2023
SUBJECT: Adopt Revised Board Policy 4161 and 4261 Leaves (Second 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 added as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy 4161 and 4261 Leaves (Second 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)
(cf. 4161.9/4261.9/4361.9 - Catastrophic Leave Program)*

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

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)

Human Resources – All Personnel

BP 4161 (b)

BP 4261 (b)

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

(cf. 4161.3 - Professional leaves)

(cf. 4261.3 - Professional Leaves)

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)

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

Human Resources – All Personnel

BP 4161 (b)

BP 4261 (b)

Policy Adopted:

Joint Board: 4/22/97

Revised:

Joint Board: 9/26/23



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 24, 2023
SUBJECT: Adopt Revised Board Policy 4361.1 Personal Illness and Injury 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 4361.1 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy 4361.1 Personal Illness and Injury Leaves (First Reading).

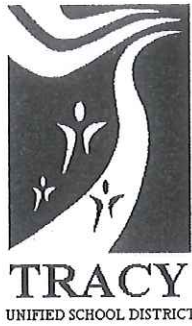
Prepared by: Michael Bunch, Ed. D., Director of Human Resources and Employee Relations.

PERSONAL ILLNESS AND INJURY LEAVE

The Governing Board recognizes that an employee may experience an illness or injury, which incapacitates the employee for periods of time. When an employee has exhausted all sick leave and industrial accident leave to which the employee is entitled, the employee's salary shall be reduced by the actual payment made to the substitute or 35% of the employees' daily rate whichever is less. If no substitute is employed to replace the employee, 35% of the employee's daily rate will be deducted.

However, the Governing Board also recognizes that an employee may experience a serious illness for extended periods of time and may grant, upon request, the salary which would be paid if the employee were working, for a period of up to five (5) months, from the beginning of the leave.

If the employee is absent for more than five months, the employee may apply to the Governing Board for an extension of this pay provision, and the Board may grant such extension at its discretion. Otherwise, the employee will be placed on non-paid long term Health and Hardship Leave for the remainder of the school year.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: September 25, 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.

Arthi Sathesh; Williams Middle School; 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: October 2, 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 employing agency. The permits are issued for one year and service is restricted to that employing agency.

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to 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.

Betsy Ramsey; Central Elementary; Special Education
Rebeca Vasquez; Villalovoz Elementary; Multiple Subject

AYES:
NOES:
ABSTAIN:
ABSENT:

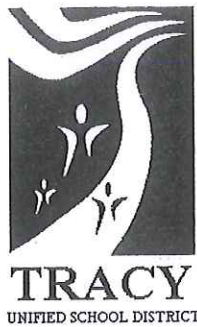
Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 18, 2023
SUBJECT: **Approve Agreement for Contract Services Between Tracy Unified School District and LinkedIn Corporation**

BACKGROUND: Tracy Unified School District has been facing a teacher shortage, particularly in the areas of Science and Special Education. LinkedIn is a talent recruiting platform which can be utilized to advertise Tracy Unified School District openings as well as to search a nation-wide candidate database.

RATIONALE: Contract services with LinkedIn will provide license agreements for a package of recruitment tools including web banner advertising, recruiter license access to a candidate database, advertising slots for posting TUSD openings, and data analysis tools. These tools will allow our STEM recruiting coordinator to conduct targeted recruitment outreach to teacher candidates. This is in alignment with District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost of services, not to exceed \$21,347.50 for 6 months of services, will be paid from general fund.

RECOMMENDATION: Approve Agreement for Contract Services Between Tracy Unified School District and LinkedIn Corporation.

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



LinkedIn Corporation
1000 W. Maude Avenue, Sunnyvale, CA 94085 USA
Federal Tax ID: 47-0912023

Your LinkedIn Representative
Katie Pillen
kslobodnik@linkedin.com

Order Form For Tracy Unified School District

[Go to Online Checkout](#)

Complete this order using our online checkout (fastest option)

or sign and return to LinkedIn

Complete the Authorized Signatures section at the end of the order form and return the signed document using:

Secure upload (fastest option)

[Go to Online Checkout](#)

Email

kslobodnik@linkedin.com

Please do not send by postal mail

Primary Contact

Tammy Jalique
tjalique@tusd.net
209-830-3260

Billing Contact

Diana Zamudio
dzamudio@tusd.net
209-830-3260

Bill to

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376-2262
United States

Ship to

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376-2262
United States

Order Information

Order Number: FLD8992107223

Requested start date: December 1, 2023

Term: 6 months

PO Number: (None)

Billing Frequency: ANNUAL

Billing Method: Pay Upfront

Payment Method: Invoice

Payment term: NET30

Currency: USD

Order Notes:

About Requested Start Date: If LinkedIn provisions the Services after the Start Date due to Customer's selected payment method (e.g. credit card payment delegation, proforma prepayment, etc.) or other account provisioning issues, then LinkedIn will adjust the End Date internally to ensure Customer receives the Services for the full duration of the Term.

Description	Unit price	Quantity	Total
Career Pages - Enterprise basic package 6 months Custom content on LinkedIn company profile page. Includes: preferred placement on company page for custom content, Life and Jobs tabs, customizable modules. 12-month package includes \$9K traffic driver budget (~300K impressions), 1 audience view, Standard analytics	\$3,750.00	1	\$3,750.00
Work With Us Ads 6 months Work With Us banner ads displayed on company employee profile pages.	\$1,500.00	1	\$1,500.00
Recruiter Corporate 6 months LinkedIn Recruiter account with team collaboration, auditing, and unparalleled network search capabilities. Includes at least 150 InMails/month per license as well as basic training and support.	\$2,780.00	1	\$2,780.00



Order Form For Tracy Unified School District (continued)

Description	Unit price	Quantity	Total
Job Slot 6 months Reserved job posting with ability to change, update, remove on demand.	\$377.50	27	\$10,192.50
Jobs Dashboard Manager 6 months Free seat to manage jobs in LinkedIn Recruiter without the people search functionality of the standard Recruiter seat.	\$0.00	5	\$0.00

This order includes a one-off additional discount of
\$18,222.50

Subtotal: \$18,222.50

Estimated Tax: \$0.00

Estimated Order Total (USD): \$18,222.50

Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com. LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Any applicable sales tax charges will appear separately on your final invoice. If no tax is charged, your state and/or local government may require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

By completing this order, you agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/sub-public> ("Order Terms").

Authorized Signatures

I hereby represent that: (i) I am an authorized signatory; (ii) I agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/sub-public> ("Order Terms") and (iii) I understand that I am entering into a legally binding contract.

Customer Signature

Name

Title

Date


LinkedIn Signature

Katie Lock, Revenue on behalf of
LinkedIn Corporation
October 13, 2023



LinkedIn Corporation
1000 W. Maude Avenue, Sunnyvale, CA 94085 USA
Federal Tax ID: 47-0912023

Your LinkedIn Representative
Katie Pillen
kslobodnik@linkedin.com

Order Form For Tracy Unified School District

[Go to Online Checkout](#)

Complete this order using our online checkout (fastest option)

or sign and return to LinkedIn

Complete the Authorized Signatures section at the end of the order form and return the signed document using:

Secure upload (fastest option)

[Go to Online Checkout](#)

Email

kslobodnik@linkedin.com

Please do not send by postal mail

Primary Contact

Tammy Jalique
tjalique@tusd.net
209-830-3260

Billing Contact

Diana Zamudio
dzamudio@tusd.net
209-830-3260

Bill to

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376-2262
United States

Ship to

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376-2262
United States

Order Information

Order Number: FLD8992381473

Requested start date: December 1, 2023

Term: 6 months

PO Number: (None)

Billing Frequency: ANNUAL

Billing Method: Pay Upfront

Payment Method: Invoice

Payment term: NET30

Currency: USD

Order Notes:

About Requested Start Date: If LinkedIn provisions the Services after the Start Date due to Customer's selected payment method (e.g. credit card payment delegation, proforma prepayment, etc.) or other account provisioning issues, then LinkedIn will adjust the End Date internally to ensure Customer receives the Services for the full duration of the Term.

Description	Unit price	Quantity	Total
Talent Insights: Starter - 1 seat 6 months LinkedIn Talent Insights provides you on-demand access to real-time LinkedIn data and insights on talent pools and companies of interest. The Starter package gives you 1 LTI license.	N/A	1	\$3,125.00

This order includes a one-off additional discount of
\$3,125.00

Subtotal: \$3,125.00

Estimated Tax: \$0.00

Estimated Order Total (USD): \$3,125.00

Please attach any/all exemption certifications or email documentation to taxinquiry@linkedin.com. LinkedIn may be required to charge sales tax on your order pursuant to certain state and local sales tax laws. Your order will be taxed using the applicable tax rate for your shipping address. The tax listed on your order form is only an estimate and is calculated on the net price. Your invoice will reflect the final total taxes in effect at the time of invoicing and may differ from the amount listed on this order form. Any applicable sales tax charges will appear separately on your final invoice. If no tax is charged, your state and/or local government may



Order Form For Tracy Unified School District (continued)

require you to report your purchase and pay appropriate sales and/or use tax amounts to them directly.

By completing this order, you agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/lti-starter-advisor-public> ("Order Terms").

Authorized Signatures

I hereby represent that: (i) I am an authorized signatory; (ii) I agree to the terms of this order available at <https://www.linkedin.com/legal/l/order-terms/lti-starter-advisor-public> ("Order Terms") and (iii) I understand that I am entering into a legally binding contract.

Customer Signature

Name

Title

Date


LinkedIn Signature

Katie Lock, Revenue on behalf of
LinkedIn Corporation
October 13, 2023