

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JANUARY 9, 2024

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

TUSD board meetings are held in person.

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

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

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, 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#22, 23/24#23, 23/24#24
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#23-24/#11, AR#23-24/#12
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Leave of Absence Request for Certificated Employee #UC-1341 Pursuant to Article XX
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Release Probationary Classified Employee #UCL-462 Groundskeeper I
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.3.4 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 23/24#22, 23/24#23, 23/24#24

3.2.1

Action: Motion ___ Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6b Report Out of Action Taken on Reinstatements: AR#23-24/#11, AR#23-24/#12

3.2.2

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

6c Report Out of Action Taken on Consider Leave of Absence Request for

3.3.1 Certificated Employee #UC-1341 Pursuant to Article XX

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

6d Report Out of Action Taken on Release Probationary Classified Employee

3.3.2 #UCL-462 Groundskeeper I

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

7. Approve Regular Minutes of December 12, 2023

1-5

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___

8. Student Representative Reports: None.

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

9.1 Freiler Elementary School

9.2 Villalovoz Elementary School

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

10.1 Administrative & Business Services: None

10.2 Educational Services:

10.2.1 CAASPP/CAST State Testing Results

10.2.2 Receive Ethnic Studies Course Development Information Report

6

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

12. PUBLIC HEARING: None.

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

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___.

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

13.1 Administrative & Business Services:

- | | | |
|--------|---|-------|
| 13.1.1 | Approve the Renewal of Charter Bus Services | 7 |
| 13.1.2 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 8-9 |
| 13.1.3 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 10-11 |

13.2 Educational Services:

- | | | |
|--------|--|-------|
| 13.2.1 | Approve Agreement for Contract Services between #ICanHelp and Merrill F. West High School during the 2023 - 2024 School Year | 12-17 |
| 13.2.2 | Approve Data and Instructional Planning Implementation with Ellevation Education for the 2023-2024 School Year and Continuing into the 2024-2025 School Year (Separate Cover Item) | 18-19 |
| 13.2.3 | Ratify Memorandum of Understanding between Tracy Unified School District and the San Joaquin County Office of Education to Provide Universal Design for Learning (UDL) and Co-Teaching Professional Development and Coaching for the 2023-2024 School Year | 20-23 |
| 13.2.4 | Approve SJCOE Contract Service Agreement for Math PD at Villalovoz Elementary School for the 2023-2024 School Year | 24-27 |
| 13.2.5 | Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2023 - 2024 School Year | 28-31 |
| 13.2.6 | Approve Overnight Travel for the West High Drama Club to attend the California Thespian Festival in Upland, California on April 4-7, 2024 | 32 |
| 13.2.7 | Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending January 15, 2024 | 33-34 |

13.3 Human Resources:

- | | | |
|--------|--|-------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 35-36 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 37-38 |

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

14.1 Administrative & Business Services:

- | | | |
|--------|---|-------|
| 14.1.1 | Approve the Consulting Services Agreement for District Advocates Group, a Division of Urban Futures | 39-47 |
|--------|---|-------|

14.2 Educational Services: None.

14.3 Human Resources:

- | | | |
|----------------|--|-------|
| 14.3.1 | Approve New Job Description for Coordinator of Instructional Services and Curriculum | 48-50 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |
| 14.3.2 | Acknowledge Revised Administrative Regulation 4112.61, 4212.61, 4312.61 Employment References (Second Reading) | 51-56 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | |

- 14.3.3** Acknowledge Revisions to Administrative Regulation 4161.5, 4261.5, 4361.5; Abolish Board Policy 4161.5 (First Reading) **57-69**
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.3.4** Approve a Declaration for a Provisional Internship Permit **70-71**
Action: Motion__; Second__. **Vote:** Yes__; No__; Absent__; Abstain__
- 14.3.5** Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the Following Positions: P-8 Attendance Clerk, Middle School Attendance Clerk, Registrar, School Security II, High School Custodial Supervisor/ Maintenance Mechanic (Separate Cover Item) **72**
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** January 23, 2024
 - 17.2** February 13, 2024
 - 17.3** February 27, 2024
 - 17.4** March 26, 2024
- 18. Upcoming Events:**
- 18.1** January 15, 2024 No School, Martin Luther King Day
 - 18.2** February 12, 2024 No School, Lincoln's Day
 - 18.3** February 19, 2024 No School, President's Day
 - 18.4** March 11-March 15, 2024 No School, Spring Break

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, December 12, 2023**

6:00 PM: 1-3. President Abercrombie called the meeting to order and adjourned to closed session.

Roll Call: 4. Board: S. Abercrombie, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Absent: O. Alexander
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith

7:00 PM 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Board Organization: Board Organization:

6.1 Elect Officers: President: Steve Abercrombie; Vice President: Jeremy Silcox; Clerk: Lynn Dell Hawkins.

Action: A motion was made by Hoffert for Hawkins to be President; a second motion was not received. Motion made by Silcox for Abercrombie to be President, seconded by Hawkins.

Vote: Yes-6; No-0; Absent-1 (Alexander).

Action: Motion made by Hawkins for Silcox to be Vice President, seconded by Fagin.

Vote: Yes-6; No-0; Absent-1 (Alexander).

Action: Motion made by Fagin for Hawkins to be Clerk, seconded by Silcox.

Vote: Yes-6; No-0; Absent-1 (Alexander).

6.2 Appoint Representatives to the following committees:

Budget: Alexander, Hawkins, Silcox

City Schools Liaison: Fagin, Kahlon, Silcox

District Attendance Area: Abercrombie, Fagin

Facility Advisory: Abercrombie, Fagin, Kahlon

School Safety: Fagin, Hawkins, Silcox, Kahlon (Alternate)

Special Ed: Fagin, Hawkins, Hoffert

Tracy Learning Center/Ad Hoc Board Member: Alexander, Abercrombie (Alternate)

Tracy Parks: Abercrombie, Silcox (Alternate)

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

6.3 Approve Board Meeting Calendar

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

Closed Session:	7a	Action Taken on Finding of Facts: 23/24#19, 23/24#20, 23/24#21
	3.2.1	
	Action:	Silcox, Fagin Vote: Yes-6; No-0; Absent-1 (Alexander).
	7b	Report Out of Action Taken on Reinstatements: AR#23-24/#10
	3.2.2	
	Action:	Vote: Yes-6; No-0; Absent-1 (Alexander).
	7c	Report Out of Action Taken on Board Waivers: VES#10346021
	3.2.3	
	Action:	Vote: Yes-6; No-0; Absent-1 (Alexander).
	7d	Report Out of Action Taken on Early Graduation: TISCS#10324604
	3.2.4	
	Action:	Vote: Yes-6; No-0; Absent-1 (Alexander).
	7e	Report Out of Action Taken on Consider Unpaid Leave of Absence for
	3.3.1	Classified Employee #UC-461
	Action:	Approved. Vote: Yes-6; No-0; Absent-1 (Alexander).
	7f	Report Out of Action Taken on Approve Resolution No. 23-07
	3.3.2	
	Action:	Vote: Yes-5; No-1 (Hoffert); Absent-1 (Alexander).
Minutes:	8. Approve Regular Minutes of November 14, 2023.	
	Action:	Hawkins, Fagin. Vote: Yes-5; No-0; Absent-1 (Alexander); Abstain-1 (Silcox).
Audience:	Jacqui Nott, Melanie Boynton, Ken Boynton, Jason Noll, Lori Nelson, Marji Baumann, Debra Schneider, Duane Voller, Janae Taylor, Tanya Calderon, Miquel Romo, LuLu Flores, Bill Maslyar, Lynette Carter, Erin Quintana, Pia De Rosa, Liz Money, Sofia Avalos, Carmen Serrato, Sandra Bowman, Stephanie Mason, Bob Brownne, Tina Brown, Lizbeth Mejia, Kimberly Smith, Tammy Peterson, Annabelle Lee, Jen Hoffman, Hanna Zepeda, San Juana Rosales, Heather Reyburn	
Student Rep Reports:	9.1	None.
Recognition & Presentations:	10.1 Recognize the Outstanding Employees of the Fall Term for the 2023-2024 School Year	
	The board recognized Stephanie Mason (9-12), Lynette Carter (6-8) and Duane Voller (K-5) as Outstanding Certificated Employees; Melanie Boynton (9-12) Sandra Bowman (6-8) Carmen Serrato (K-5) as Outstanding Classified Employees and Sofia Avalos as the Outstanding Management Employee for the Fall Term of the 2023-2024 school year. They were presented with certificates.	
	10.2 Recognize Jonathan Raman, Recipient of the California Music Education Association Ernest R. Yee Illuminating Culture Award	
	This award identifies music education where teachers deliberately and passionately incorporate the cultural fabric that their students represent into the pursuit of educational excellence. Mr. Raman was presented with a certificate.	
Information & Discussion Items:	11	None.

Hearing of Delegations	12	None.
Public Hearing:	13	None.
Consent Items:	14	<p>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</p> <p>Action: Fagin, Silcox. Vote: Yes-6; No-0; Absent-1 (Alexander)</p> <p>14.1 Administrative & Business Services:</p> <p>14.1.1 Approve Entertainment, Assembly, Service, Business and Food Vendors</p> <p>14.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p>14.1.3 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District</p> <p>14.2 Educational Services:</p> <p>14.2.1 Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda</p> <p>14.2.2 Approve Out of State Travel for Kimball High School Activities Director and Administrators to attend the California Association of Directors of Activities (CADA) Conference in Reno, NV on March 6-9, 2024</p> <p>14.2.3 Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the Black Students of California United (BSCU) Leadership Conference in Fresno, California on March 1-3, 2024</p> <p>14.2.4 Approve Overnight Travel for the West High School Mock Trial Club and Advisors to attend Mock Trial Menlo High School Scrimmage in Menlo Park, CA January 6-7, 2024</p> <p>14.2.5 Approve Overnight Travel for West High School Varsity Boys and Girls Wrestling Team to participate in the Midcals Wrestling Tournament in Gilroy, CA January 18-20, 2024</p> <p>14.2.6 Approve Overnight Travel for West High School Varsity Girls Wrestling Team to participate in the Napa Valley Girls Classic Wrestling Tournament in Napa, CA January 4-6, 2024</p> <p>14.2.7 Approve Out of State Overnight Travel for the Director of STEM to attend the National Science Teachers Association Annual Conference in Denver, Colorado on March 20 – March 23, 2024</p> <p>14.2.8 Approve Revised School Site Plan and Budget for South/West Park School for the Remainder of the 2023-2024 School Year (Separate Cover Item)</p> <p>14.3 Human Resources:</p> <p>14.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment</p> <p>14.3.2 Approve Classified, Certificated, and/or Management Employment</p> <p>14.3.3 Approve Fieldwork Placement with Grand Canyon University</p>

Action Items:**15.1 Administrative & Business Services:**

Tania Salinas, Associate Superintendent of Business Services, along with Lori Nelson, Director of Finance, provided an update on the First Interim Report; they reviewed district goals and the budget cycle. First Interim is a report on spending through October 31. It is a snapshot in time of TUSD's revenue and expenditure forecast of the current fiscal year and projection of the two subsequent years. The Districts First Interim Report qualifies for a positive certification. Projections are based on the period of time July 1 through October 31. The current year shows deficit spending of \$2.6 million. Historically, deficit spending at \$3 million is considered a balanced budget. The state is projecting a 1% cola for 2024-2025, which would place the District at a deficit spending of \$4.9 million. They are closely watching the budget, reviewing unfilled/vacant positions, grant funded positions, and LCAP action items and exploring ways to utilize specialized funding.

15.1.1 Certify 2023-2024 Fiscal Year First Interim Report (Separate Cover Item)

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

15.1.2 Approve Renewable Energy Certificate Purchase and Management Agreement (Separate Cover Item)

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

15.2 Educational Services:**15.2.1 Approve Material Revision of the Charter Petition for the Tracy Independent Study Charter School (Separate Cover Item)**

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

15.3 Human Resources:**15.3.1 Acknowledge Revised Administrative Regulation 4217.3 Layoff/ Rehire (Second Reading)**

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

15.3.2 Approve a Declaration for a Provisional Internship Permit

Action: Agenda item pulled; no vote taken.

15.3.3 Acknowledge Revised Administrative Regulation 4112.61, 4212.61, 4312.61 Employment References (First Reading)

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

Board Reports:

Trustee Kahlon thanked everyone for their dedicated service this year and thanked the board for giving her the opportunity to serve with them. Trustee Hoffert thanked Ms. Salinas for the presentation and congratulated the employees of the fall term. He was happy to attend the dedication of the Geri Neylan Performing Arts Center. He is looking forward to a good break. Trustee Fagin said all of the employee awards were well deserved, and he thanked the Finance team for taking time from their families to be here tonight. Trustee Hawkins congratulated all who received awards tonight, they are very deserving. Trustee Silcox sits on the Budget Committee. The important work that goes into the process isn't publicly acknowledged enough; it is very impressive. Trustee Abercrombie congratulated the award recipients and thanked Finance for their presentation. Brighter Christmas kicks off Friday at Williams Middle School at 1:30, Saturday they begin boxing food for families, with the distribution of toys/food next week.

**Superintendent
Report:**

Dr. Pecot affirmed that at the November 14 board meeting, the board voted to begin the process of naming the Tracy High School baseball field and Aquatic Center. The board nominated two individuals to the committee. The committee will consist of Tania Salinas as Committee Chair, Principal Gary Henderson, board recommended members Brian MacDonald and student Lucia Behnam, and community members Lisa Bryant, Miquel Contreras, and Wayne Schneider. Nominations forms will be available January 5th through February 8th. Dr. Pecot closed by thanking all employees for the hard work they are doing.

Adjourn: 7:46 P.M.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 2, 2024
SUBJECT: Receive Ethnic Studies Course Development Information Report

BACKGROUND: On October 8, 2021, California became the first state to make ethnic studies a graduation requirement (Ed Code Section 51226.7). The graduating class of 2029-30 will be the first to be required to take this new, required course. Tracy Unified School District must develop this course to be implemented during or before the 2026-27 school year. Tracy USD began the process of providing professional development and designing the course in the 2022-23 school year through 2023-2024, assisted by the CA History Project consultants from UC Davis (UCDHP).

RATIONALE: Provide the TUSD school board an information report on the Ethnic Studies Course development process and progress.

FUNDING: There is no cost for the information report.

RECOMMENDATION: Receive Ethnic Studies Course Development Information Report.

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt. of Business Services
DATE: December 13, 2023
SUBJECT: Approve the Renewal of Charter Bus Services

BACKGROUND: The Tracy Unified School District (District) approved and awarded a contract agreement for the use of Charter Bus Services between Storer Coachways and the District on June 22, 2021. The services include providing transportation to and from school-related activities, such as athletic events and field trips.

As part of these services and continuing the contract the District has the option to renew. Any renewal shall be on the same terms and conditions as the original agreement except for any authorized price adjustments.

Also, to be validated or to constitute an enforceable obligation 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, and the advance notice staff has in procuring the services or materials.

RATIONALE: The District will ensure the services provided will continue without any session. Further, the services provided will continue with its current practice of maintaining the safest, most efficient, and economical modes of Transportation for our students and staff.

FUNDING: The new extension of services, will include an incremental change in fuel costs which are based on current inflationary rates.

RECOMMENDATION: Approve the Renewal of Charter Bus Services.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: December 15, 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
SUMMARY OF SERVICES**

- A. Vendor: National Demographics Corporation
 Sites: Tracy Unified School District
 Item: Contract
 Services: Enrollment review and analysis by geographic regions to include all campus facilities, teacher assignment, and student grade levels reviews not limited to including TK through 8th grade and other school attendance areas and alternative scenarios of growth or needs. Additionally analyze potential changes in attendance area boundaries and/or the current and possible future grades offered within the district.
 Cost: Base consulting fee of \$22,500 with a not to exceed \$75,000.
 Project Funding: General Fund/Facilities
-
- B. Vendor: ARC Facilities
 Sites: All District Sites
 Item: Contract and Renewable Subscription
 Services: The ARC Facilities Platform to provide a proprietary technology for building plans and facilities documents. The cloudbased platform will also maintain highly secured and scalable documentation to be operationed via a mobile app.
 Cost: \$130,747.00
 Project Funding: Capital Development Fund/Facilities
-
- C. Vendor: Opening Technologies, Inc.
 Sites: Tracy High School
 Item: Proposal
 Services: Removal and replacement of existing door hardware and install new security electrified entrance system with camera.
 Cost: \$22,176.00
 Project Funding: General/Deferred Maintenance Fund
-



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: December 14, 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:

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Tracy Breakfast Lions Club for the total amount of \$12,408.89 (ck #1810). This donation will go towards General Athletics.
2. Tracy Unified School District/Tracy High School: From Leprino Foods for the total amount of \$44,000.00 (ck #110). This donation will go towards the purchase of a new LED scoreboard.

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

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

the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 04, 2023
SUBJECT: Approve Agreement for Contract Services between #ICanHelp and Merrill F. West High School during the 2023 - 2024 School Year

BACKGROUND: #ICanHelp is an organization focused on creating awareness of the mental health and digital safety of students and adults while also focusing on youth digital empowerment, and preventing cyberbullying or other types of abuse, through education and the promotion of student leadership. To note, this organization was co-founded by a former TUSD employee and has in recent years provided an internship opportunity for a former TUSD Student.

RATIONALE: In attempts to address student social and emotional health, and Digital Citizenship & Safety, Merrill F. West High School would like to bring in an organization, #ICANHELP, to speak to students and provide services on January 12, 2024. The Vision of #ICanHelp is "To empower student changemakers and promote digital safety through our powerfully relevant curriculum, hands-on training, and global social media community." This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Total cost of the program and support materials will be \$10,951.00; The funding source for these services is LCAP fund. These funds are being used in lieu of funds targeted for Challenge Day under Goal 2 in LCAP.

RECOMMENDATION: Approve Agreement for Contract Services between #ICanHelp and Merrill F. West High School during the 2023 – 2024 School Year.

Prepared by: Gary Henderson, Principal, Merrill F. West High 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 #ICANHELP, 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 school-wide presentations on January 12, 2024 regarding digital safety and citizenship. #ICANHELP will also provide an online digital safety and citizenship course, digital citizenship curriculum, as well as a parent presentation. This service also includes an admin digital policy and response course, a virtual follow-up + 1 hour consulting, custom swag package, and the "train the trainer" program.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 (one) () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10,951.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,951.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 12, 2024, and shall terminate on January 12, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kim Karr

Digitally signed by Kim Karr
Date: 2023.12.04 16:25:08 -08'00'

Contractor Signature

Title

47-1589233

IRS Identification Number

Executive Director, #ICANHELP

Title

PO Box 11796

Address

Bakersfield, CA 93389

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

#ICANHELP

PO Box 11796

Bakersfield, CA 93389

(925) 237-1056

accounting@icanhelp.net

www.icanhelp.net

Estimate



ADDRESS

Merrill F West High School

1775 W Lowell Ave

Tracy, CA 95376

ESTIMATE #	DATE	EXPIRATION DATE
1061	12/04/2023	12/11/2023

CONTACT NAME

Gary Henderson

DATE	ITEM	QTY	RATE	AMOUNT
	Changemaker Package Package Includes: Educator/Parent Digital Safety Course Digital Citizenship Curriculum Student Digital Citizenship Video Course Digital First Responder Training (Pre-recorded) Social Media Engagement Course 21-Day Digital Wellness Challenge (100 Seats) Social Media Emergency Plan w/Videos Club Package Annual Membership School-wide Presentation or 1-hr Training Parent Presentation (Virtual) Follow-up + 1-hr Consultation (Virtual) Social Media Literacy Curriculum Admin: Digital Policy & Response Course Building Trust & Safety Course Train the Trainer (1 School)	1	9,926.00	9,926.00
	Travel/Lodging Estimated cost	1	100.00	100.00
	Custom Swag 100 SHIRT DISCOUNT DEAL	1	925.00	925.00
01/12/2024	School Presentation INCLUDED IN PACKAGE: 3 presentations OR 2 presentations and #IWILLHELP workshop	1	0.00	0.00

Please make checks payable to #ICANHELP

#ICANHELP's mission is to empower student changemakers seeking to make a positive digital impact and promote digital safety and change through powerfully-relevant curriculum.

Please review the estimate above and let us know if you have any questions.

Thanks for your business!
#ICANHELP

NOTE: For any orders that include digital content (e.g. courses, curricula, School District Packages), please ensure that a copy of the purchase order is sent to admin@icanhelp.net for processing.

SUBTOTAL	10,951.00
TAX	0.00
TOTAL	\$10,951.00

Accepted By

Accepted Date

Please make checks payable to #ICANHELP

#ICANHELP's mission is to empower student changemakers seeking to make a positive digital impact and promote digital safety and change through powerfully-relevant curriculum.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 27, 2023
SUBJECT: **Approve Data and Instructional Planning Implementation with Ellevation Education for the 2023-2024 School Year and Continuing into the 2024-2025 School Year**

BACKGROUND: TUSD has previously explored the possibility of integrating the Ellevation Platform. At that time, Ellevation did not offer automated updates of student information from Aeries, necessitating periodic manual data uploads. Subsequently, Ellevation has undergone system enhancements, making it compatible with a multitude of School Information Systems (SIS) and enabling nightly updates of student information from Aeries through the API process.

In the year 2020, the onset of the COVID-19 pandemic resulted in city lockdowns and school closures, prompting school districts to prioritize virtual learning. Consequently, our focus shifted towards software systems that could support virtual learning initiatives. Following the pandemic, our examination of Ellevation was temporarily halted as the district adopted DNA Illuminate and the Fastbridge assessment platform. The decision was made to avoid overwhelming our technology department and educators with the introduction of multiple software systems simultaneously, resulting in the postponement of Ellevation implementation.

During the 2022-2023 school year, members of the educational service department conducted numerous site visits. These visits revealed that many schools across California have successfully incorporated Ellevation into their educational processes. Several districts, which had previously faced Federal Program Monitoring (FPM) findings, resolved many of these issues by utilizing the Ellevation platform. Furthermore, high-achieving school districts have embraced Ellevation to enhance their monitoring of Newcomers, English learners, and Long-Term English learners. Notably, both Manteca and Lodi Unified School Districts have recently adopted Ellevation and extended invitations to TUSD members to join their adoption efforts.

Throughout the 2022-2023 school year, the EL Program Coordinator diligently presented the Ellevation platform to various educational partners within TUSD. Parents received information about Ellevation during DELAC and ELAC meetings, while teachers and para-educators were briefed on the platform during our monthly EL coordinator meetings. School site administrators also received comprehensive information on Ellevation during our EL Task Force meetings.

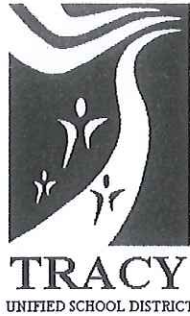
It is worth noting that those educational partners who were presented with Ellevation have expressed support for introducing it to TUSD. The goal is to enhance our English learner data collection process, benefitting teachers, students, parents, office staff, and district personnel alike through the use of Ellevation.

RATIONALE: At Tracy Unified School District, our unwavering passion lies in fostering a transformative shift in the educational landscape for our Multilingual learners. We recognize that these students bring a wealth of diverse linguistic and cultural backgrounds that enrich our community. Our commitment to changing the culture of education for Multilingual learners stems from our belief in the power of inclusivity and equitable opportunities. Through our partnership with Ellevation Education, we aim to provide a comprehensive and supportive environment that empowers these students to excel academically and linguistically. By closely monitoring their progress, we ensure each student's unique journey is acknowledged and guided with personalized attention. This proactive approach enhances language acquisition and boosts their confidence, enabling them to fully participate and thrive in all aspects of our district's educational experience. We envision a future where our Multilingual learners are celebrated for their unique contributions and have the resources, they need to reach their full potential. Tracy Unified's Local Control and Accountability Plan (LCAP) underscores our continued commitment to inclusivity and academic achievement for all students in getting them college and career-ready as well as 21st-century learners. Our growing EL population requires innovative solutions to meet their unique needs and ensure equitable educational outcomes. Ellevation Education is a strategic fit, as it aligns perfectly with our LCAP objectives by offering research-backed strategies and technology-driven tools to elevate the learning experience of EL students. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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: Funding for the Ellevation platform will come from Title 3 funds. TUSD currently has 3,383 English learners and 2,604 Reclassified students that we must monitor for 4 years. The total cost of the Ellevation platform for the 2024-2025 school year will come to \$62,380.63. This is based on current enrollment numbers if we increase or decrease in English learners the cost may vary.

RECOMMENDATION: Approve Data and Instructional Planning Implementation with Ellevation Education for the 2023-2024 & 2024-2025 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 8, 2023
SUBJECT: Ratify Memorandum of Understanding between Tracy Unified School District and the San Joaquin County Office of Education to Provide Universal Design for Learning (UDL) and Co-Teaching Professional Development and Coaching for the 2023-2024 School Year

BACKGROUND: Board approval is requested to ratify the Memorandum of Understanding (MOU) between the Tracy Unified School District (TUSD) and the San Joaquin County Office of Education (SJCOE) to provide professional development in Universal Design for Learning (UDL) and Co-teaching. UDL is a framework developed by CAST. It guides the design of learning experiences to proactively meet the needs of all learners. When UDL is utilized, it is assumed that barriers to learning are in the design of the environment, not in the student. UDL is based on brain science and evidence-based educational practices. It also leverages the power of digital technology. UDL is a powerful framework that will support the work that our district is doing with co-teaching and inclusion in our middle schools and high schools.

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

FUNDING: Expenses will not be incurred for the duration of this school year. All services, coaching, preparation, and materials will be compensated through the California Coalition for Inclusive Literacy Grant.

RECOMMENDATION: Ratify Memorandum of Understanding between Tracy Unified School District and the San Joaquin County Office of Education to Provide Universal Design for Learning (UDL) and Co-Teaching Professional Development and Coaching for the 2023-2024 School Year.

Prepared by: Sean Brown, Director of Special Education.



MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

and

TRACY UNIFIED SCHOOL DISTRICT

- A. This Memorandum of Understanding (MOU) is entered into by the San Joaquin County Office of Education (SJCOE) and Tracy Unified School District. The effective date for this MOU is August 1, 2023. The concluding date is June 30, 2024. The purpose of this MOU is to specify the terms of agreement regarding the services and the implementation of Universal Design for Learning (UDL), in partnership with the California Coalition for Inclusive Learning (CCIL) grant.
- B. SCOPE OF WORK: The goal of this project is to provide support to selected focal schools in areas of:
1. Planning: contextualized support in planning for improved UDL outcomes
 2. Implementation: support the implementation of the UDL Implementation Plan
 3. Improvement: support a cycle of continuous improvement

Roles and responsibilities:

SJCOE will provide at no cost:	Tracy Unified School District will:
<ul style="list-style-type: none">● Professional development, coaching and support for UDL implementation from SJCOE UDL Implementation Specialists<ul style="list-style-type: none">○ SJCOE UDL Team will provide coaching and support to Middle School and High School Co-teachers for Instructional Rounds, Journey Mapping and UDL Design Study● UDL training and coaching through monthly coaching in person and virtually● Access to a collection of curated resources to implement UDL school-wide● Support for school sites to meet data requirements and to create data visualizations● Funding for substitutes, time-sheeting, and stipends beyond contract hours as permitted by the CCIL Grant● UDL networking opportunities	<ul style="list-style-type: none">● Prioritize the time required for participation● Provide access to meeting space and classrooms● Collect required data● Create a UDL implementation plan and review it with SJCOE UDL Implementation Specialist● Implement the UDL School Implementation Criteria Self-assessment● Participate in monthly administrative coaching



CHANGES TO THE MEMORANDUM

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

CERTIFICATION OF NON-EMPLOYEE STATUS:

1. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.
2. San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

1. *Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE?*

☐ Yes ☐ No

2. *Have you or any of your employees previously been employed by the SJCOE?*

☐ Yes ☐ No

3. *Are you or any of your employees a California Public Employees Retirement System (CalPERS)*

or a California State Teachers Retirement System (CalSTRS) member?

☐ Yes ☐ No *If yes, which system?* (CalPERS) ☐ (CalSTRS) ☐

4. *Are you, any of your employees or subcontractors a California Public Employees Retirement*

System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree?

☐ Yes ☐ No *If yes, which system?* (CalPERS) ☐ (CalSTRS) ☐

Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be

required to ensure accurate retirement reporting such as: employees name, SSN#.



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

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

SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Sally Glusing

11/08/2023

Sally Glusing, Director I
Continuous Improvement and Support
San Joaquin County Office of Education

TRACY UNIFIED SCHOOL DISTRICT

Julianna Stocking

12/08/2023

Julianna Stocking
Associate Superintendent of Educational Services
Tracy Unified School District

Warren Sun, Division Director
Operations Department
San Joaquin County Office of Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 6, 2023
SUBJECT: Approve SJCOE Contract Service Agreement for Math PD at Villalovoz Elementary School for the 2023-2024 School Year

BACKGROUND: The SJCOE Mathematics department provides professional learning services for teachers, instructional leaders, and administrators. The department's mission is to promote high-quality mathematics instruction in San Joaquin County by providing professional learning in the California State Standards for Mathematics in the areas of curriculum, instruction, 21st century pedagogy, and assessment. Services include customized professional learning, on-site instructional coaching, lesson study, and the most up-to-date information on the state of mathematics education.

RATIONALE: The California Common Core State Standards: Mathematics call for learning mathematical content in the context of real-world situations, using mathematics to solve problems, and developing "habits of mind" that foster mastery of mathematics content as well as mathematical understanding. The standards for higher mathematics reflect the knowledge and skills that are necessary to prepare students for college and careers and productive citizenship. SJCOE Math Department provides professional learning in the California State Standards for Mathematics in the areas of curriculum, instruction, 21st century pedagogy, and assessment. They will provide one (1) one-hour professional development session on January 11, 2024, and two (2) one-hour sessions on February 22, 2024, and March 28, 2024, to support lesson design for kindergarten through fifth grade teachers. This aligns with Strategic Goal #1 of our SPSA to Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: San Joaquin County Office of Education will be paid \$1,600.00, funded through Title I funds.

RECOMMENDATION: Approve SJCOE Contract Service Agreement for Math PD at Villalovoz Elementary School for the 2023-24 School Year.

PREPARED BY: Marji Baumann, Principal, Villalovoz 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 San Joaquin County Office of Education, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

- Contractor shall perform the following duties:
1 one hour professional development session working with teachers, kindergarten through fifth grade on math strategies to improve conceptual understanding of math concepts.
2 one hour sessions to support lesson design which includes prep, planning and facilitating three (3) after school math prof learning sessions

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.

- Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ³ () | HOURS | ☒ | DAYS, under the terms of this agreement at the following location Villalovoz Elementary School.

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

- District shall pay \$ 1,600.00 per | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 1,600.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- 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 for the term of this agreement.
- 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.

- The terms of the agreement shall commence on January 11, 2024, and shall terminate on March 28, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

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7. Contractor shall contact the District's designee, Marji Baumann, at () 830-3331 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 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:

Sufiunder Singh

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Director of Mathematics

Account Number to be Charged

Title

San Joaquin County Office of Education

Department/Site Approval

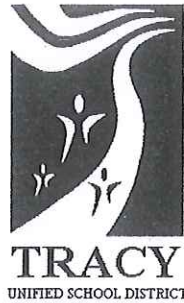
Address

2707 Transworld Drive

Budget Approval

Stockton, CA 95206

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 04, 2023
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2023 - 2024 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Merrill F. West High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports the District Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall pay a flat fee of \$12,500.00 for the signature program in English and Spanish. The Funding Source will come from the ESSR III Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Merrill F. West High School during the 2023 – 2024 School Year.

Prepared by: Gary Henderson, Principal, Merrill F. West High School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for Quality Education, 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:

- Contractor shall perform the following duties:
Provide a Parent Training Course for the parents and students enrolled at Merrill F. West High School.
The training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-age children.

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.

- Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.
- In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - District shall pay \$ 12,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - 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.

- The terms of the agreement shall commence on January 16, 2024, and shall terminate on March 5, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

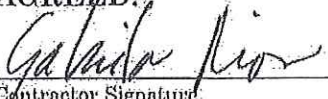

Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 
Contractor Signature Title

33-0259359

IRS Identification Number

Executive Director

Title

3641 Mitchell Road, Ste. H

Address

Ceres, CA 95307

209-238-9496

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 12, 2023
SUBJECT: **Approve Overnight Travel for the West High Drama Club to attend the California Thespian Festival in Upland, California on April 4-7, 2024**

BACKGROUND: The West High Drama Club along with their advisors would like to attend this year's 2023-24 California State Thespian Society Festival. This festival provides workshops and allows students to compete with other schools while learning performance skills and improving their ability to excel in the theater of the performing arts. We will depart from West High at 12p.m. on Thursday, April 4th. Traveling by district vans with approved district drivers, 14 students, and 2 advisors to attend the California International Thespian Society Festival located at Upland High School, 565 West Eleventh Street, Upland, CA 91786. Staying at a nearby hotel.

RATIONALE: The West High Drama Club members will increase their knowledge of all things' performance, including acting, direction, and technical behind the scenes areas (lighting, sound, set design, etc.). This will be an enriching as well as empowering experience. Students will be exposed to a professional environment and allow them to network with students from across California. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for hotel, transportation, substitute cost, entrance fees, food, and meals will be approximately \$9,980.00. This will be paid by West High Drama ASB account and Title 1 funds.

RECOMMENDATION: Approve Overnight Travel for the West High Drama Club to attend the California Thespian Festival in Upland, California on April 4-7, 2024.

PREPARED BY: Mr. Gary Henderson, West High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 2, 2024
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending January 15, 2024

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 October 15, 2023 – January 15, 2024, reporting period.

RATIONALE: The quarterly report for the period of October 15, 2023, through January 15, 2024, 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 Uniform Complaint Report for the Quarter Ending January 15, 2024.

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

Quarterly Report Submission Date: ☒ January 15, 2024
(check one) ☐ April 15, 2024
☐ July 15, 2024
☐ October 15, 2024

Date for information to be reported publicly at governing board meeting: January 9, 2024

Please check the box that applies:

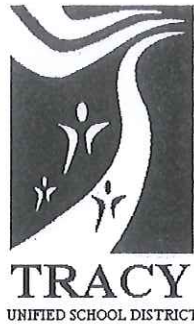
- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 15, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Soto-Barajas, Ramona Principal	SWP	12/01/2023	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ayala, Janet Teacher	North	12/31/2023	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Blandon Zeas, Alba Food Service Worker	KHS	1/1/2024	Accepted Position
Boggs, Gayle Special Education Para Educator I	KHS	12/31/2023	Personal

Dildar, Asma Special Education Para Educator I	VES	01/01/2024	Personal
Escoto, Rachael Food Service Worker	FES	12/15/2026	Personal
Garcia, Saul Utility Person III	MOT	12/15/2023	Personal
Goel, Nidhi Special Education Para Educator I	GKES	12/08/2023	Personal
Gossett, Mayra ISET Technician I	ISET	12/15/2023	Personal
Harvey, Maristela Para Educator I	SWP	01/01/2024	Accepted Position
Irwin, Christine Food Service Worker	KHS	01/01/2024	Accepted Position
Leiske, Leeya Food Service Worker	THS	01/01/2024	Accepted Position
Montano, David ISET Technician I	ISET	01/01/2024	Accepted Position
Reyes, Lourdes Food Service Worker	SWP	11/26/2023	Accepted Position

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 15, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Blandon Zeas, Alba

Davi, Maureen

Gamboa, Andres

Garcia Meza, Savena

Harvey, Maristela

CLASSIFIED

Food Service Worker (New)
Kimball High
Range 25, Step E - \$21.49 per hour
Fund: Child Nutrition School Program

IEP Para Educator (New)
Villalovoz Elementary School
Range 24, Step D - \$20.04 per hour
Fund: Special Education

Utility Person III (New)
MOT/Various Sites
Range 38, Step C - \$26.53 per hour
Fund: 50% General, 50% Special Ed
Transportation

Para Educator I (Replacement)
South/West Park Elementary School
Range 24, Step B - \$18.25 per hour
Fund: General

Special Education Para Educator I (Replacement)
North Elementary School
Range 27, Step E - \$22.53 per hour
Fund: Special Education

Irwin, Christine	Food Service Worker (New) Kimball High Range 25, Step E - \$21.49 per hour Fund: Child Nutrition School Program
Jett, Andrea	Para Educator I (Replacement) South/West Park Elementary School Range 24, Step E - \$20.99 per hour Fund: ELO Grant
Leiske, Leeya	Food Service Worker (New) Tracy High Range 25, Step E - \$21.49 per hour Fund: Child Nutrition School Program
Montano, David	ISSET Technician III (Replacement) ISSET Range 5, Step C - \$42.54 per hour Fund: General
Reyes, Lourdes	Food Service Worker (Replacement) South/West Park Elementary School Range 25, Step E - \$21.49 per hour Fund: Child Nutrition – School Program
Sedighi, Hadia	Para Educator I (New) Villalobos Elementary School Range 24, Step A - \$17.44 per hour Fund: Child Care & Development – Gain Mkt Srvy
Stokes, Jenean	School Supervision Assistant (Replacement) Jacobson Elementary School Range 21, Step E - \$19.55 per hour Fund: General – Unrestricted
Suarez Herrera, Maria Fernanda	Bilingual Para Educator I (Replacement) South/West Park Preschool Range 24, Step B - \$18.25 per hour Fund: Child Care & Development – Gain Mkt Srvy
Viray, Emilyn	School Supervision Assistant (Replacement) Jacobson Elementary School Range 21, Step B - \$17.06 per hour Fund: General – Unrestricted

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: January 3, 2024
SUBJECT: **Approve the Consulting Services Agreement for District Advocates Group, a Division of Urban Futures**

BACKGROUND: The Tracy Unified School District over the past several years has engaged into contract agreements, renewal of professional services, non-municipal services with bond insurance services with District Advocates Group, a Division of Urban Futures. The provided services through District Advocates Group, a Division of Urban Futures have rendered the District a succesful bonds implimetations and capital projects outlay for its past projects completed.

As part of the success of these services and continuing the future capital outlay of projects the the services with the District should be continued.

RATIONALE: The District will ensure the professional services provided will be in line with the agreement and will continue with the current standards previously provided to the District. Furthermore, the services provided will continue with its current practice of assisting the District and Facilties Staff in providing for the capital outlay of furture projects.

FUNDING: Facilites Development.

RECOMMENDATION: Approve the Consulting Services Agreement for District Advocates Group, a Division of Urban Futures.

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

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this "Agreement") is dated as of the latest date set forth on the signature page hereto (the "Effective Date") and is entered into by and between District Advocates Group, a Division of Urban Futures, Inc. a California corporation ("Consultant"), and Tracy Unified School District ("District"). This Agreement is for Non-Municipal Advisor Services.

RECITALS

WHEREAS, District wishes to complete capital projects (the "Projects") and desires that Consultant provide to District certain Consulting Services (defined below) with respect to the Projects; and

WHEREAS, Consultant desires to provide to District certain Consulting Services with respect to the Projects on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **CONSULTING SERVICES.** District hereby retains Consultant to perform (i) the Project Consultant Services set forth on Exhibit A hereto ("the Consulting Services"); and Consultant hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS.** This Agreement shall be effective as of the Effective Date and shall remain in effect for one year (through December 2024) or (ii) until the Agreement is terminated as set forth below. The parties may extend the Term for successive 1-year (one-year) periods upon mutual written agreement, or otherwise as the parties may agree in writing.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. Fees for Project Consultant Services shall be paid out of proceeds received by the District resulting from the sale of Bonds or from other allowable sources.

a. Fees.

i. For Project Consultant Services, District shall pay to Consultant a fee of Two Hundred Thousand Dollars (\$200,000) annually, payable quarterly in equal installments of Fifty Thousand Dollars (\$50,000).

ii. District shall reimburse Consultant for out-of-pocket expenses incurred by Consultant in the course of performance of Consulting Services at the actual cost of such expenses, not to exceed Seven Thousand Five Hundred Dollars (\$7,500) per year. Payment for any expenses pursuant to this Section shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. COVENANTS.

a. District.

i. Access to Personnel. District will cooperate with Consultant by providing opportunities to consult with District personnel as Consultant deems reasonably necessary to perform the Consulting Services.

ii. Information. District agrees to provide, on a timely basis, and to the best extent possible, all necessary and accurate information reasonably requested by Consultant for the purpose of performing the Consulting Services.

iii. Additional Professional Services. District agrees to provide or authorize additional professional services (e.g., architects, engineers, construction managers,) as Consultant deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Consultant.

i. Compliance with Laws. Consultant shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Consultant is subject.

ii. Non-Discrimination. Consultant shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its services.

iii. Further Assurances. Consultant agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

5. TERMINATION.

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

iii. At the annual anniversary date of the executed contract should Consultant not be able to demonstrate that the fees charged by Consultant do not provide commensurate savings to the District for the preceding year.

6. LIMITATION OF LIABILITY.

a. Consultant Liability. The parties agree that Consultant's officers, directors, agents and employees shall not be personally liable to District for any damages in connection with this Agreement. Consultant shall be solely liable for any finally determined damages in connection with this Agreement for which Consultant is deemed liable.

b. Limitation of Consultant Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Consultant, Consultant's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Consultant under this Agreement. In addition, Consultant shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Consultant for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of District, District's liability to pay damages for any damages, losses and claims incurred by Consultant, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees to be paid to Consultant under this Agreement. In addition, District will not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that Consultant shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior written consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Consultant; or (ii) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Consultant shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Consultant shall provide prompt, advanced written notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Consultant shall survive the expiration or termination of this Agreement.

8. **ADDITIONAL MATTERS.**

a. Governing Law; Jurisdiction. It is expressly understood and agreed that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts located within San Joaquin County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

b. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Consultants nor the Consultants' employees are employees of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Consultant or any of the Consultant's employees except as herein set forth, and the Consultant expressly agrees not to represent that the Consultant or the Consultant's agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Consultant, its agents, servants, and employees are as to the District wholly independent Consultants and that the Consultant's obligations to the District are solely such as are prescribed by this Agreement.

c. Conflicts of Interest: No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants

that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant is a division of Urban Futures, Inc., a registered Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board. Urban Futures, Inc., may have been the municipal advisor for the District. This agreement is separate and distinct from the Municipal Advisory agreement under separate cover.

d. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

e. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

f. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

g. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Consultant:

District Advocates Group, a Division of Urban
Futures, Inc.
1470 Maria Lane, Ste. 315
Walnut Creek, CA 94596
Attn.: Jon Isom, Managing Principal
Telephone: (925) 478-7450
E-mail: jon@isomadvisors.com

To District:

Tracy Unified School District

1875 West Lowell Ave.
Tracy, CA 95376
Attn.: Rob Pecot, Ed.D., Superintendent
Telephone: (209) 830-3201
E-mail: rpecot@tusd.net

h. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and

the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

i. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

j. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

CONSULTANT:

DISTRICT:

District Advocates Group, a Division of
Urban Futures, Inc.

Tracey Unified School District

By:  _____

By: _____

Name: Jonathan Isom

Name: Rob Pecot, Ed.D.

Title: Managing Principal

Title: Superintendent

Dated: DEC. 15, 2023

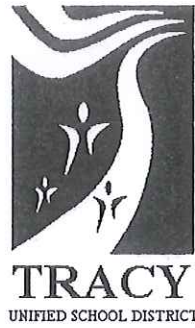
Dated: _____, 2023

EXHIBIT A

PROJECT CONSULTANT SERVICES

The Consultant Services described below are NOT municipal advisory services and Consultant is not providing advice to or on behalf of a municipal entity or obligated person with respect to municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, and other similar matters concerning such financial products or issues. The Services are related to pre and post issuance tasks.

- a. Strategic planning and assistance with staff in developing overall bond program direction/project goals & vision
- b. Meetings with Leadership Team, and support in meetings with School Board, to confirm the implementation of the Bond Program
- c. Project Prioritization—confirm/develop implementation plan/conceptual design and prioritize projects from the Master Plan/Needs Assessment to save bond/state dollars
- d. Assist in Master Schedule preparation for the program and Cash Flow with identified projects based on project priority list and bond issuances
- e. Communication and support for Board approval of Project Implementation Plan
- f. Work with District teams to define needed District processes in Business Services and Facilities to support full implementation of the Bond Program
- g. Assist with procurement of consultant teams including program management, construction/project management, architects and engineers, etc. Prepare and manage Request for Qualifications and Proposals processes (working with template forms provided by District's legal counsel), review and scoring of proposals, coordinate interviews and negotiate fees as needed.
- h. Assist in confirming Project Delivery Methods for construction after review of options and current systems in place for identified projects
- i. Budget management coordination with architect, contractor, or other facility consultants
- j. Assist with procuring construction projects and furnishing selection—assist with preparation of Lease-Leaseback RFP's, or Design-Bid-Build projects Front End documents and full bid process support. (Working with forms from District's legal counsel).
- k. Assist with preparation of Board memoranda related to contracts or items for approval
- l. Assist District with seeking maximum funding from the State School Facilities Program. Prepare Modernization eligibility update, assist with project application for state funding
- m. Assist District with coordination of Citizen Bond Oversight Committee including annual reporting on program, projects, budgets/expenditures
- n. Assist District with coordination of Performance and Financial Audits per Prop. 39 requirements
- o. Coordinate the development of District Standards, Educational Specifications, including proprietary specifications and Board resolution to implement
- p. Assistance with coordinating and developing communications material related to the program



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 14, 2023
SUBJECT: Approve New Job Description for Coordinator of Instructional Services and Curriculum

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The Director of Instructional Media Services and Curriculum job description is being revised to create this new position, Coordinator of Instructional Services and Curriculum.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve New Job Description for Coordinator of Instructional Media Services and Curriculum.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Coordinator of Instructional Media Services and Curriculum

DEPARTMENT: Educational Services

POSITION SUMMARY:

The Coordinator of Instructional Media Services, under the direction of Director of Professional Learning, is responsible for instructional materials, including but not limited to instructional media, textbooks, library materials, software, testing and assessment, and staff development.

ESSENTIAL FUNCTIONS:

1. Develop and carry out the District's school library media program.
2. Oversees the operation of the Instructional Media Center and other instructional programs as assigned.
3. Assists with the integration of educational technology into the educational program of the District.
4. Works with library personnel, teacher librarians, and administrators in planning and implementing library services for a changing curriculum and student needs.
5. Oversees the textbook adoption process including selection and training of committee members, providing state recommended materials and frameworks, preparing reports of the process from the needs assessment to the selection, and supporting implementation of the adopted program.
6. Represents the library/media program with the intention of strengthening the total educational process.
7. Provides staff development and instruction that align with national and state school library standards, state content standards and local priorities.
8. Trains Library Technicians, teacher librarians, and IMC staff in routines of the library and Instructional Media Center.
9. Supervises the selection, ordering and cataloging of school library/media center print, non-print and electronic media materials, including periodicals and teacher reference materials.
10. Supervises the circulation, shelving, filing, processing of books, media and text materials, and use of the library software and hardware.
11. Monitors budgets and develops and implements board policies and administrative procedures for the Instructional Media Center, school library/media centers and textbooks.
12. Promotes and encourages student use of library/media center materials to improve information literacy, digital literacy, digital citizenship, and enjoyment of reading.
13. Develops and evaluates the K-12 and adult education library services program based upon established yearly priorities.
14. Assists the Director of Professional Learning and participates on the Educational Services team with the development of the K-12 curriculum, assessments and staff development.
15. Plans and conducts staff development in-services relevant to instructional materials, curriculum, pedagogy and assessment.
16. Assists with the integration of educational technology into the educational program of the District.
17. Works collaboratively with Information Services and Educational Technology Department to develop guidelines for evaluation, selection, and implementation [DS1] of electronic instructional materials.
18. Maintains regular and prompt attendance in the workplace.
19. Performs other related duties as assigned by the Director of Professional Learning.

EDUCATION AND EXPERIENCE: Ability to provide and carry out oral and written directions in English, to read and speak at a level sufficient to fulfill the duties described. A valid Library Media Teacher Services credential is required, and an Administrative Services credential is desirable. Master Degree is desirable. Successful experience as a school or district administrator with experience in developing and implementing educational programs for students in grades K-12, preferred. Possession of an appropriate California driver's license; have willingness and ability to travel throughout the District.

SKILLS AND QUALIFICATIONS:

1. Knowledge of curriculum in the areas of school library media programs, reading literacy, information literacy and library technology.
2. Knowledge of current trends in education.
3. Knowledge of business and management principals involved in strategic planning, resource allocation, human resource modeling and leadership technique.
4. Knowledge of operating policies, rules and procedures of the District.
5. Ability to develop and manage department systems.
6. Ability to maintain cooperative working relationships with those contacted in the course of work.
7. Ability to communicate effectively, both orally and in writing.
8. Ability to prepare comprehensive reports.
9. Ability to select and manage classified staff with skills and abilities that match District and school needs and enhance program effectiveness.
10. Ability to apply quality management tools to organizational data and make process improvement changes.
11. Strong interpersonal skills.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 lbs. at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and/or library environment and come in direct contact with District and site staff, and the public.

POSITION TITLE: Coordinator of Instructional Media Services and Curriculum

SALARY: 49 LME Salary Schedule

DAYS OF SERVICE: 225 days

Adopted:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 14, 2023
SUBJECT: Acknowledge Revised Administrative Regulation 4112.61, 4212.61, 4312.61
Employment References (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 Administrative Regulations 4112.61, 4212.61, 4312.61 are being updated as recommended by the California School Boards Association. By updating the Administrative Regulation, we will eliminate Board Policies 4112.61 and 4212.61.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4112.61, 4212.61, 4312.61 Employment References (Second Reading).

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

EMPLOYMENT REFERENCES

~~Human Resources – Certificated~~

~~AR 4112.61~~

EMPLOYMENT REFERENCES

A. — Purpose and Scope

~~To provide guidance and direction for personnel regarding employment references.~~

B. — General

~~No certificated employee shall agree to provide a positive letter of recommendation which misrepresents facts as a condition of another employee's resigning or withdrawing action against the District.~~

C. — Forms Used and Additional References

~~None~~

D. — Procedure

~~All letters of recommendation to be issued on behalf of the District for current or former employees shall first be submitted to the Superintendent or designee for approval.~~

~~No certificated employee shall write or sign any letter or memorandum which intentionally omits significant facts, or which states as facts matters which the writer does not know of his/her own knowledge to be true, relating to the professional qualifications or personal fitness to perform certificated services of any person who the writer knows will use the letter or memorandum to obtain professional employment. (Code of Regulations, Title 5, Section 80332)~~

~~No certificated person shall agree to provide a positive letter of recommendation which misrepresents facts as a condition of resigning or for withdrawing action against the district. (Code of Regulations, Title 5, Section 80332)~~

E. — Reports Required

~~None~~

Human Resources – All Employees

AR 4112.61

AR 4212.61

AR 4312.61

EMPLOYMENT REFERENCES

F. Record Retention Responsible Administrative Unit

Human Resources

H. Approved By

Associate Superintendent for Human Resources

EMPLOYMENT REFERENCES

~~Human Resources – Classified~~ ~~AR 4212.61~~

EMPLOYMENT REFERENCES

A. Purpose and Scope

~~To provide guidance and direction for District staff regarding all requests for references, letters of recommendation, or information about the reasons for separation for all District employees.~~

B. General

- ~~1. The Superintendent or designee shall process all requests for references, letters of recommendation, or information about the reasons for separation regarding all District employees.~~

C. Forms Used and Additional References

~~None~~

DI. Procedure

- ~~1. All letters of recommendation to be issued on behalf of the District for current or former employees must be approved by the Superintendent or designee.~~
- ~~2. The Superintendent or designee may refuse to give a recommendation.~~
- ~~3. No classified employee shall write or sign any letter or memorandum which intentionally omits significant facts, or which states as facts, matters which the writer does not know of his/her knowledge to be true, relating to the professional qualifications or personal fitness to perform services of any person who the writer knows will use the letter or memorandum to obtain professional employment.~~

EMPLOYMENT REFERENCES

4. ~~No employee shall agree to provide a positive letter of recommendation which misrepresents facts as a condition of another employee's resigning or withdrawing action against the District.~~

~~E. Reports Required~~

~~None~~

~~F. Record Retention~~

~~Personnel File~~

~~G. Responsible Administrative Unit~~

~~Human Resources~~

~~H. Approved By~~

~~Associate Superintendent for Human Resources~~

EMPLOYMENT REFERENCES

The Superintendent or designee shall be responsible for processing requests for employment references, letters of recommendation, or information about the reason for separation regarding all district employees other than himself/herself. All letters of recommendation to be issued on behalf of the district for current or former employees shall be approved by the Superintendent or designee. At his/her discretion, the Superintendent or designee may refuse to give a recommendation.

The Superintendent or designee may communicate information about the job performance or qualifications of a current or former district employee when such information is based upon credible evidence and is given to a prospective employer without malice and at the prospective employer's request. (Civil Code 47)

Any reference, letter of recommendation, or information provided about the reasons for separation issued on behalf of the district shall provide a truthful and accurate account of the employee's job performance and qualifications.

No employee shall write or sign any letter or memorandum which intentionally omits significant facts, or which states as facts matters which the writer does not know of her/his own knowledge to be true, relating to the professional qualifications or personal fitness to perform certificated services of any person who the writer knows will use the letter or memorandum to obtain professional employment. (5 CCR 80332)

No employee shall agree to provide a positive letter of recommendation which misrepresents facts as a condition of another employee's resigning or withdrawing action against the district. (5 CCR 80332)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 15, 2023
SUBJECT: **Acknowledge Revisions to Administrative Regulation 4161.5, 4261.5, 4361.5;
Abolish Board Policy 4161.5 (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Military Leave, we have created an all-personnel Administrative Regulation (4161.5, 4261.5, 4361.5). Given that all regulations are verbatim for all employee groups, we propose to abolish BP 4161.5 as it does not provide policy guidance. Also, there are no similar Board Policies for Classified and Management groups.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulation 4161.5, 4261.5, 4361.5; Abolish Board Policy 4161.5 (First Reading).

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

MILITARY LEAVE

Military leave shall be granted in accordance with applicable state and federal law to employees performing military duties on a voluntary or involuntary basis in a uniformed service, including active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, examination to determine fitness for duty, and performance of funeral honors duty. (Education Code 44800; Military and Veterans Code 395, 395.01, 395.02, 395.05, 395.1, 395.2, 395.9; 38 USC 4301, 4303, 4316)

Any district employee who needs to be absent from the district service to fulfill military service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable. (38 USC 4312; 20 CFR 1002.85, 1002.86)

A. Purpose and Scope

To grant military leave to certificated eligible employees in accordance with current state and federal law.

B. General

This policy is designed to educate District personnel about their rights under the USERRA and California law. It merely summarizes existing law and is not intended to create any rights not set forth in Federal or California law. Employment and reemployment rights of employees who take military leave of absence are protected by USERRA. These rights also are protected by the California Military and Veterans, the California Education and the California Government Codes. In cases where California law provides greater protections to employees, it shall supersede Federal law. For more specific information, please consult these laws and/or the Associate Superintendent for Human Resources.

Anti-Discrimination

Any person who is a member of, applies to be member of, performs, has performed applies to perform, or has an obligation to perform in a uniformed services shall not be denied initial employment, reemployment, retention in employment, or any benefit of employment. The District also shall not discriminate against or take any adverse employment action against any person who has exercised a right under Uniformed Services Employment and Reemployment Right Act (USERRA), has taken an action to enforce his or her rights under USERRA, has testified in or in connection with a proceeding under USERRA, and/or has assisted or participated in an investigation under USERRA.

MILITARY LEAVE

C. Forms Used and Additional References

Leave of absence form

D. Procedure

Salary/Compensation

The district shall pay an employee's salary or compensation for the first 30 days of any one absence for military leave or during one fiscal year, under any of the following conditions:

1. **Active Military Training or Exercises:** The employee is granted a temporary military leave of absence to engage in ordered military duty for purposes of active military training, encampment, naval cruises, special exercises, or like activity as a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia, provided that: (Military and Veterans Code 389, 395, 395.01)
 - a. The employee has been employed by the district for at least one year immediately prior to the day the military leave begins.
 - b. The ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.
2. **Active Military Duty:** The employee is on military leave, other than a temporary military leave, to engage in active military duty as a member of the reserve corps or force of the United States Armed Forces, the National Guard, or the Naval Militia, provided that the employee has been employed by the district for at least one year immediately prior to the day the military leave begins. (Military and Veterans Code 389, 395.02)
3. **War or Other Emergency:** The employee, however long employed by the district, is a member of the National Guard who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor, or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code 146, including travel time to and from such duty. (Military and Veterans Code 395.05)
4. **Inactive Duty Training:** The employee is a member of the reserve corps or force of the United States Armed Forces, National Guard, or Naval Militia who is engaged in temporary inactive duty training, provided that the employee has been employed by the district for at least one year immediately prior to the day the military leave begins and the ordered duty does not exceed 180 days, including time involved in going to and returning from such duty.

MILITARY LEAVE

In determining the length of district employment when necessary to determine eligibility for compensation for military leave, all recognized military service performed during and prior to district employment shall be included.

For classified employees, 30 days' compensation shall be one month's salary. For certificated employees, 30 days' compensation shall be one-tenth of the employee's annual salary. (Education Code 45059)

During the period of military leave, an employee may request to use any vacation or similar paid leave accrued before the commencement of the military leave in order to continue receiving compensation for the employee's employment with the district. The district shall not require the employee to use such leave. (38 USC 4316; 20 CFR 1002.153)

Benefits

An employee may elect to continue health plan coverage during the military leave. The maximum period of coverage for the employee and any dependents shall be either 24 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. (38 USC 4317; 20 CFR 1002.164)

An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. (38 USC 4316)

An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for 31 days or more may be required to pay not more than 102 percent of the full premium under the plan. (38 USC 4317; 20 CFR 1002.166)

Any employee called into active military duty as a member of the California National Guard or a United States Military Reserve organization shall receive, for up to 180 days, the difference between the amount of the employee's military pay and the amount the employee would have received from the district and all benefits that the employee would have received had the employee not been called to active military duty, unless the benefits are prohibited or limited by vendor contracts. (Education Code 44018)

Vacation and Sick Leave Accrual

An employee on temporary military leave under the conditions described in Item #1 in the section entitled "Salary/Compensation" above, shall continue to accrue the same vacation, sick leave, and holiday privileges to which the employee would otherwise be entitled if not absent. (Military and Veterans Code 395)

MILITARY LEAVE

An employee on military leave who is serving in active duty in time of war, national emergency, or United Nations military or police operation shall not accrue sick leave or vacation leave during the period of such leave. (Military and Veterans Code 395.1)

However, an employee who is a National Guard member on active duty as described in Item #3 in the section entitled "Salary/Compensation" above, shall not suffer any loss or diminution of vacation or holiday privileges because of the employee's leave of absence. (Military and Veterans Code 395.05)

Pension Plan Service Credit

Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service had occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System or Public Employees' Retirement System. (Education Code 22850-22856; Government Code 20990-21013)

Employment Status

Absence for military leave shall not affect the classification of any employee. In the case of a probationary employee, the period of such absence shall not count as part of service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose. (Education Code 44800; Military and Veterans Code 395; 20 CFR 1002.149)

Reinstatement Rights

At the conclusion of the military duty, an employee shall be promptly reinstated in the position held at the beginning of the leave, at the salary to which the employee would otherwise have been entitled, except under the conditions noted below in this section. (Education Code 44800; Military and Veterans Code 395, 395.2; 38 USC 4304, 4313; 20 CFR 1002.180-1002.181)

Any employee who performs active military duty in time of war, national emergency, or United Nations military or police operation has a right to return to the position held prior to the military service, during terminal leave prior to the employee's discharge, separation, or release from the armed forces, or within six months of the employee's release, separation, honorable discharge, or placement on inactive duty.

Reinstatement rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which the employee could terminate or could cause to have terminated active service. (Education Code 44800; Military and Veterans Code 395.1)

MILITARY LEAVE

When an employee has been on military leave for reasons other than war or national emergency, the time frame for seeking reinstatement shall depend on the length of military service as follows: (38 USC 4312; 20 CFR 1002.115, 1002.118)

1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full work day following the completion of the military service plus a period of eight hours of rest following a period for safe transportation to the employee's residence.
2. For a leave of 31-180 days, the employee shall submit a written or verbal application for reinstatement not later than 14 days after the completion of military service.
3. For a leave of more than 180 days, the employee shall submit a written or verbal application for reinstatement within 90 days after the completion of military service.

Where an employee's reporting or application for reinstatement within the periods specified in Items #1 and #2 above is impossible or unreasonable through no fault of the employee, the report or application shall be made as soon as possible after the expiration of the period. In the case of Items #2 and #3 where an application is required, the employee's application may be made orally or in writing and need not follow any particular format. (38 USC 4312; 20 CFR 1002.115, 1002.117, 1002.118)

An employee who is hospitalized for, or convalescing from, an illness or injury incurred in or aggravated during the performance of military service shall report for duty or submit an application for reinstatement at the end of the period that is necessary to recover from such illness or injury, but no more than two years after the completion of military service unless circumstances beyond the employee's control make reporting within the two-year period impossible or unreasonable. (38 USC 4312; 20 CFR 1002.116)

Upon receiving an application for reinstatement, the Superintendent or designee shall reinstate the employee as soon as practicable under the circumstances of the case, but within a time period not to exceed two weeks, absent unusual circumstances. (20 CFR 1002.181)

If the employee's previous position has been abolished, the district shall reinstate the employee in a position of like seniority, status, and pay, if such position exists, or to a comparable vacant position for which the employee is qualified. (Military and Veterans Code 395, 395.1; 38 USC 4313; 20 CFR 1002.192)

An employee who fails to report or apply for reinstatement within the appropriate

MILITARY LEAVE

period does not automatically forfeit the entitlement to reinstatement but shall be subject to the district's rules and/or practices governing unexcused absences. (38 USC 4312)

The Superintendent or designee may elect not to reinstate an employee following military leave if any of the following conditions exists:

1. The district's circumstances have so changed as to make such re-employment impossible or unreasonable, such as a reduction in force that would have included the employee. (38 USC 4312; 20 CFR 1002.139)
2. The accommodation, training, or effort described in 38 USC 4313(a)(3), (a)(4), or (b)(2)(B) would impose an undue hardship on the district as defined in 20 CFR 1002.5 or 1002.198. (38 USC 4312; 20 CFR 1002.139)
3. The employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period. (38 USC 4312; 20 CFR 1002.139)
4. The employee's cumulative length of absence and length of all previous military leave while employed with the district exceeds five years, excluding those training and service obligations specified in 38 USC 4312(c). (38 USC 4312; 20 CFR 1002.99-1002.103)
5. The employee was separated from military service with a disqualifying discharge or under other than honorable conditions. (Military and Veterans Code 395.1; 20 USC 4304, 4312; 20 CFR 1002.134-1002.138)

Notices

The Superintendent or designee shall provide employees a notice of the rights, benefits, and obligations of employees granted military leave and of the district under the Uniformed Services Employment and Reemployment Rights Act (USERRA), 38 USC 4301-4334. (38 USC 4334)

This requirement may be met by posting the notice where the district customarily places notices for employees. (38 USC 4334)

~~Under USERRA, military leave shall be granted to any District employee who performs service in the uniformed services. This means employees who perform duties on a voluntary or involuntary basis in a uniformed service under competent authority and includes: active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard, and a period for which a person is absent for the purpose of an examination to determine the fitness of the employment for the purpose of performing funeral honors.~~

MILITARY LEAVE

~~Under California law, any certificated employee who is a member of the State Military Reserve who is engaged in temporary military training, drills, unit training assemblies or similar inactive duty, not to exceed 15 calendar days each year is entitled to a temporary unpaid military leave.~~

~~Except as set forth herein, under California law, paid Military leave not to exceed thirty calendar days shall be granted to any District employee who:~~

- ~~1. Is a member of the reserve corps of the United States Armed Forces, National Guard or Naval Militia who, on a temporary basis, is engaged in active military training, encampment, naval cruises, special exercises, or like activity, provided that:
 - ~~a. The ordered duty does not exceed 180 calendar days, including time involved in going to and returning from such duty.~~
 - ~~b. The employee has been an employee of the district for at least one year immediately prior to the day the military leave begins. All recognized military service performed prior to and during district employment shall count toward the period of time that the employee has been employed by the district.~~~~
- ~~2. Has served with the District for at least one year and is ordered, on other than a temporary basis, into active military duty as a member of the reserve corps of the United States Armed Forces, National Guard or Naval Militia or who otherwise is inducted, enlisted, entered, ordered or called into active duty as a member of the Armed Forces.~~
- ~~3. Is a member of the National Guard, however long employed by the District, who is engaged in military or naval duty during a state of extreme emergency as declared by the Governor or during such time as the National Guard may be on active duty in situations described in Military and Veterans Code Section 146, provided that the leave does not exceed the duration of the emergency.~~
- ~~4. Is a member of the reserve corps of the United States Armed forces, National Guard or Naval Militia who is engaged in temporary inactive duty training under the conditions described in items 1(a-b) above. Except for National Guard members, the District is not required to, but may, provide paid military leave for employees requesting or taking leave under this section.~~

MILITARY LEAVE

Leaves

~~An employee's cumulative length of the absence and of all previous military leave shall not exceed five years, excluding certain training and service obligations specified in USERRA.~~

Notification of Leave

~~An employee who needs to be absent from the District to fulfill uniformed service shall provide advance written or verbal notice to the Superintendent or designee, unless the giving of such notice is precluded by military necessity or is otherwise impossible or unreasonable.~~

Compensation During Leave

~~Under USERRA, military leave is unpaid. Under California law, an employee shall receive his/her salary for the first thirty (30) calendar days of an absence for the purposes described in items one through four above. A National Guard member, however, is entitled to receive his/her salary for the first thirty days regardless of length of employment.~~

~~The thirty-day pay entitlement is the maximum allowance which shall be paid to any employee for any one Military Leave or during any one fiscal year. For certificated employees, thirty days compensation shall be one-tenth of the employee's annual salary. Teachers shall not be entitled to compensation during non-teaching, non-paying months of the year.~~

Benefits/Employment Status

~~Absence for military leave shall not affect the classification of any certificated employee. In the case of a probationary employee who enters the active service of the United States or the State of California, the period of absence shall not count as part of the service required to obtain permanent status, but shall not be construed as a break in the continuity of service for any purpose.~~

~~Under California law, an employee on military leave for active duty shall not accrue sick leave or vacation leave. However, an employee who is a National Guard member on active duty shall accrue vacation and holiday privileges, but not sick leave, for the first thirty days of active service, regardless of his/her length of service with the District.~~

~~An employee on temporary military leave, including an employee in the National Guard, shall continue to accrue the same vacation, sick leave or holiday privileges for up to a maximum period of 180 days, provided he/she has been employed by the District for at least one year immediately prior to beginning the leave. During the period of military~~

MILITARY LEAVE

~~leave, an employee may, but cannot be required to, use any vacation or similar paid leave accrued before the commencement of the Military Leave.~~

~~An employee may elect to continue his/her health coverage during the leave. An employee on military leave may be required to pay the employee cost, if any, of any funded benefit to the extent that other employees on leave are so required. The maximum period of coverage for the employee and his/her dependents shall be either 18 months from the beginning of the leave or until the day after the employee fails to apply for or return to employment, whichever is less. An employee absent for 30 days or fewer shall not be required to pay more than the employee share for such coverage. An employee absent for thirty-one days or more may be required to pay not more than 102 percent of the full premium under the plan.~~

Pension Plan Service Credit

~~Pension plan service credit and vesting shall continue during an employee's military leave as though no break in service has occurred. Payment of employer and employee contributions shall be made in accordance with law for members of the State Teachers' Retirement System and Public Employees' Retirement System.~~

Reinstatement Rights

~~An employee shall be promptly reinstated upon request. The District, however, has the right to require employees returning from military leave to provide documentation of the length and character of their uniformed service.~~

~~At the conclusion of the military duty, an employee shall be entitled to return in the job the person would have held had the person remained continuously employed, or a position of equivalent seniority, status, at the salary to which he/she would otherwise have been entitled. However, employees whose period of uniformed service is 90 days or less shall be reemployed in the position he or she would have had he or she remained continuously employed, so long as the employee is qualified for this position or can become qualified after reasonable efforts by the District. If after reasonable efforts, the employee is not qualified to perform such a position, then the employee shall be reemployed in the position he or she held prior to the commencement of their uniformed service. If an employee cannot become qualified for either of these positions, then the District shall place him or her in a position that nearly approximates the position described above, which the employee is able to perform.~~

~~If the employee's previous position has been abolished, then he/she shall be reinstated in a position of like seniority, status and pay if such position exists. If no such position exists, then the employee shall have the same rights and privileges the employee would~~

MILITARY LEAVE

~~have had if the employee occupied the position when it ceased to exist and had not taken military leave.~~

~~An employee may not be reemployed if the District's circumstances have so changed as to make such reemployment impossible or unreasonable. In cases of service-related disabilities, an employee may not be reemployed if the accommodation, training or effort would impose an undue hardship on the District. In addition, if the employee's position was for a brief, nonrecurrent period and there was no reasonable expectation that such employment will continue indefinitely or for a significant period, then the employee shall have no right to reemployment.~~

~~An employee who performs active military duty in time of war or national emergency has a right to return to his/her position within six months of an honorable discharge or placement in inactive duty. Reemployment rights shall not be extended to any such employee who fails to return within 12 months after the first date upon which he/she could terminate or could cause to be terminated his/her active service.~~

~~When an employee has been on military leave for reasons other than war or national emergency, the time frame for reinstatement shall depend on the length of military service as follows:~~

- ~~1. For a leave of 30 days or fewer, the employee shall report for duty no later than the beginning of the first full calendar day following the completion of military service.~~
- ~~2. For a leave of 31 to 180 days, the employee shall complete an application for reemployment not later than 14 days after the completion of military service.~~
- ~~3. For a leave of more than 180 days, the employee shall submit an application for reemployment within 90 days after the completion of military service.~~

~~An employee failing to apply for reemployment within the appropriate period does not automatically forfeit his/her rights, but shall be subject to the District's rules governing unexcused absences.~~

For Cause Termination

~~Under USERRA, employees who serve in the military for a period of more than six months may not be discharged without cause for one year following the date of reemployment. Employees who serve between one and six months may not be discharged without cause for six months following the date of reemployment. Employees serving less than thirty days are given no protection from discharge without cause.~~

MILITARY LEAVE

~~E.—Reports Required~~

~~None~~

~~F.—Record Retention~~

~~Leave of Absence request~~

~~G.—Responsible Administrative Unit~~

~~Human Resources~~

~~H.—Approved By~~

~~Associate Superintendent for Human Resources~~

Legal Reference:

CALIFORNIA EDUCATION CODE

Sections 22850-22856	Pension benefits, STRS members on military leave
Section 44800	Effect of active military service on status of
employees Section 45059	Employee ordered to military/naval duty –
	computation of salary

CALIFORNIA GOVERNMENT CODE

Section 18540	Definition of armed forces
Section 18540.3	Recognized military service
Sections 20990-21013	Pension benefits, PERS members on military leave

CALIFORNIA MILITARY AND VETERANS CODE

Section 146	Events justifying calling of militia into active
service Sections 395-395.9	Privileges and penalties of Military Leave

UNITED STATES CODE, TITLE 38

Sections 4301-4333	Uniformed Services Employment and
Reemployment	
	Rights Act of 1994

Acknowledged: 3/25/03

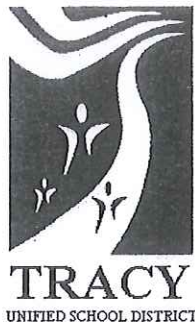
Revised:

~~MILITARY LEAVE~~

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

~~TRACY TEACHERS ASSOCIATION
TRACY SECONDARY EDUCATORS ASSOCIATION~~

Policy Adopted:
Joint Board: 4/22/97



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: December 15, 2023
RE: **Approve a Declaration for a Provisional Internship Permit**

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Jacquelynn Hunter; Hirsch Elementary; Multiple Subject
Jazmyn Neverson; Jacobson Elementary; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

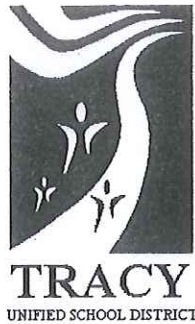
Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES

MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 14, 2023
SUBJECT: **Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the Following Positions: P-8 Attendance Clerk, Middle School Attendance Clerk, Registrar, School Security II, High School Custodial Supervisor/ Maintenance Mechanic**

BACKGROUND: Pursuant to Article XL, Reclassification Requests, of the Master Agreement between Tracy Unified School District (TUSD) and California School Employees Association (CSEA), requests for reclassification/reallocation may be initiated by the classified bargaining unit or by the employee by November 1 of each year. In addition, the District continues the process of updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. As part of the reclassification/reallocation process, the job descriptions for P-8 Attendance Clerk, Middle School Attendance Clerk, Registrar, School Security II, and High School Custodial Supervisor/ Maintenance Mechanic were revised.

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

These job descriptions accurately reflect the essential functions, education and experience, skills and qualifications, physical requirements, and work environment for the positions. In addition, this agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

RECOMMENDATION: Approve Tentative Agreements with CSEA for Reclassifications and Revised Job Descriptions for the Following Positions: P-8 Attendance Clerk, Middle School Attendance Clerk, Registrar, School Security II, and High School Custodial Supervisor/ Maintenance Mechanic.

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