

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JANUARY 23, 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#29
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.2.2 Reinstatements: AR#23-24/#13, AR#23-24/#14
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.2.3 Early Graduation: TISCS #10360655, TISCS #10322926, TISCS #10320959
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.2.4 Approve Funding for Parent Reimbursement Per Confidential Settlement Agreement for Compensatory Educational Services
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__

3.3 Human Resources:
3.3.1 Consider Unpaid Leave of Absence for Classified Employee, #UC-463
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.2 Consider Unpaid Leave of Absence for Classified Employee, #UC-464
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__
3.3.3 Release Probationary Classified Employee #UCL-465 Para Educator I
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |

- 3.3.4 Consider Leave of Absence Requests for Certificated Employees: #UC-1321 Modified, #UC-1343. Pursuant to Article XX
Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.5 Consider Unpaid Leave of Absence for Certificated Management Employee #UC-1344
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.6 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.7 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 23/24#29

3.2.1

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

6b Report Out of Action Taken on Reinstatements: AR#23-24/#13, AR#23-24/#14

3.2.2

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Early Graduation: TISCS #10360655, TISCS

3.2.3 #10322926, TISCS #10320959

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Approve Funding for Parent Reimbursement Per

3.2.4 Confidential Settlement Agreement for Compensatory Educational Services

Action: **Vote:** Yes___; No___; Absent___; Abstain___

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

3.3.1 Employee, #UC-463

Action: **Vote:** Yes___; No___; Absent___; Abstain___

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

3.3.2 Employee, #UC-464

Action: **Vote:** Yes___; No___; Absent___; Abstain___

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

3.3.3 #UCL-465 Para Educator I

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

6h Report Out of Action Taken on Consider Leave of Absence Requests for

3.3.4 Certificated Employees: #UC-1321 Modified, #UC-1343. Pursuant to Article XX

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

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

3.3.5 Certificated Management Employee #UC-1344

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

7. Approve Regular Minutes of January 9, 2024

1-5

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

8. Student Representative Reports:

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

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

9.1 Monte Vista Middle 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

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 by Tracy Unified.

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 6-7 |
| 13.1.2 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 8-9 |
| 13.1.3 | Approve Accounts Payable Warrants (November & December 2023) (Separate Cover Item) | 10 |
| 13.1.4 | Approve Revolving Cash Fund Reports (November & December 2023) | 1-13 |
| 13.1.5 | Approve Payroll Reports (November & December 2023) | 14-26 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services with ASIR Visual Marketing for the Custom Development of STEM Logo, STEM Vision Video, and Communication/Recruitment Materials | 27-30 |
| 13.2.2 | Approve Out of State Travel for West High School Activities Director and Asst. Principal to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV March 5-9, 2024 | 31 |
| 13.2.3 | Approve Agreement for North School Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain Educational Center on March 19 – 21, 2024 | 33-34 |

- 13.2.4 Approve all TUSD School Accountability Report Cards (SARCs) for the 2022-2023 School Year (Separate Cover Item) 35
- 13.2.5 Approve Agreement for Special Contract Services with Sown to Grow for the Preparation and Technical Assistance of the California Community Schools Partnership Program (CCSPP) Cohort 3 Grant for the 2023-2024 School year 36-41
- 13.3 **Human Resources:**
 - 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 42-44
 - 13.3.2 Approve Classified, Certificated, and/or Management Employment 45-47
- 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 PCR Consulting Agreement 48-57
 - Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
 - 14.2 **Educational Services:** None.
 - 14.3 **Human Resources:**
 - 14.3.1 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers 58-59
 - Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
 - 14.3.2 Acknowledge Revisions to Administrative Regulation 4161.5, 4261.5, 4361.5; Abolish Board Policy 4161.5 (Second Reading) 60-72
 - 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 February 13, 2024
 - 17.2 February 27, 2024
 - 17.3 March 26, 2024
 - 17.4 April 9, 2023
- 18. **Upcoming Events:**
 - 18.1 February 12, 2024 No School, Lincoln's Day
 - 18.2 February 19, 2024 No School, President's Day
 - 18.3 March 11-March 15, 2024 No School, Spring Break
 - 18.4 March 29-April 1, 2024 No School, Spring Recess Holiday

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, January 9, 2024**

- 6:15 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:03 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Finding of Facts: 23/24#22, 23/24#23, 23/24#24
3.2.1
Action: Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
6b Report Out of Action Taken on Reinstatements: AR#23-24/#11, AR#23-24/#12
3.2.2
Action: **Vote:** Yes-6; No-1 (Hoffert); Absent-0.
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: Approved. **Vote:** Yes-7; No-0; Absent-0.
6d Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-462 Groundskeeper I
Action: Approved to Release. **Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. **Approve Regular Minutes of December 12, 2023.**
Action: Hawkins, Fagin. **Vote:** Yes-7; No-0; Absent-0.
- Audience:** Chris Munger, Debra Schneider, Marji Baumann, Jacqui Nott, Stephen Theall, Walter Gouveia, Kaleigh Felisberto, Zach Boswell, Bob Brownne, Jason Noll, Hannah Zepeda, Melissa Hughes, Cathyn Waters, Sean Pedersen, Ed Pettigrin, Jayden Patino, Maria Patino, Zelma Byrd, Nathan Tran
- Student Rep Reports:** 8.1 None.
- Recognition & Presentations:** 9.1 **Freiler Elementary School**
Stephen Theall, Freiler School Principal, presented along with Assistant Principal Maureen Riley. Freiler's vision is to achieve goals and chase dreams. Their staff is committed to provide support to all students and their families. These efforts are reflected in their testing data. CAASPP ELA Performance data shows a notable jump in proficiency, with one out of every four students increasing at least one proficiency level from one year to the next. Similar results are seen for mathematics,

closing the gap between Freiler and the state of CA. The concept of family that they are working to bring to Freiler is reflected in their student learning and can be felt when you enter the classroom.

9.2 Villalovoz Elementary School

Villalovoz Principal, Marji Baumann, Assistant Principal Hannah Green, and 4th grade teacher Melissa Hughes were present along with student Jaden Patino. At the start of the year, they were able to welcome students back to a renovated building and campus, including new paint, a new front ramp, security fencing, and a new intercom and alarm system. Time is precious with their students, so they have been working on smooth transitions and an effective use of time. All students receive Core Tier 1 instruction and if additional support is needed, they ensure it is provided. Ms. Hughes, The Girls and Boys who Code Club advisor, introduced coding to the 4th and 5th grade students at Villalovoz. Students are very excited and passionate about the club. 5th grader, Jaden Patino, coded the tune to Take me Out to the Ball Game on a microbit. He showed his coding skills by playing the tune for the board.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 CAASPP/CAST State Testing Results

Curriculum and Accounting Director, Zachary Boswell, provided high level state testing results from the last year. LCAP Goal 1 is to prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports. Current data shows 39.51% of students met or exceeded the standard for ELA, 25.7% for Math, and 24.15% for Science. As a district, TUSD is trending closely to the county growth overall for ELA with growth shown in Math and Science.

10.2.2 Receive Ethnic Studies Course Development Information Report

Associate Superintendent of Educational Services, Julianna Stocking, and Director of the Instructional Media Center, Dr. Debra Schneider, provided an information report on the Ethnic Studies course development. On October 8, 2021, the State of California made Ethnic Studies a graduation requirement. The course is required to be implemented during or before the 26/27 school year. They started last year by having the California History Project from UC Davis meet with our entire History/Social Science Department, from that group, a course development team was developed. Over the course of many meetings, the team learned about the four different disciplines of ethnic studies and the required content to develop a course outline. Ethnic Studies as an elective has been board approved. With that approval, it has now been posted as a full year elective offering in the course catalog of all three high schools for the 24/25 school year. The plan is to have all 9th grade students scheduled in ethnic studies for the 25/26 school year to fulfill the graduation requirement.

**Hearing of
Delegations**

11. Walter Gouveia, representing the League of United Latin American Citizens (LULAC), provided information about the LULAC Youth Conference that took place Nov 3, 2023. The conference is held annually. TUSD was the only school district that had two board members participating and providing leadership. 36% of the participants were from TUSD. They are working on this year's conference for next November. LULAC is a nonprofit that provides student scholarships. They are hosting a crab feed January 27th.

Cathyn Waters is President of the Kimball Music Boosters. She is requesting funding for uniforms for the music program. In a recent event, the Kimball Marching Band wore matching polos while the other schools had uniforms. This is not an extra-curricular activity; it is a class. The uniforms are over \$24,000. They have been fundraising, but it is not enough. Please consider funding or partially funding uniforms.

Parent Sean Pedersen says uniforms used for sports do not predate uniforms for marching bands. They bring a sense of pride and unity for everyone that is part of it. This transfers over to college and the military, promoting unity, working as a team. Kimball has beautiful, expensive uniforms for football, volleyball, and swim. Marching band is for class credit. Please consider funding for marching band uniforms.

Ed Pettigrin says the difference is evident to himself and other parents that witnessed the performance on Dec 2nd. He believes all other high school's uniforms in the district have been funded by the district. They just ask for similar treatment for their students. They have raised a lot of money, but it is not close to what is needed. The uniforms can be reused and will last for decades.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

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

Action: Fagin, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

13.1 Administrative & Business Services:

13.1.1 Approve the Renewal of Charter Bus Services

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

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

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

13.2.2 Approve Data and Instructional Planning Implementation with Elevation Education for the 2023-2024 School Year and Continuing into the 2024-2025 School Year (Separate Cover Item)

- 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
- 13.2.4 Approve SJCOE Contract Service Agreement for Math PD at Villalovoz Elementary School for the 2023-2024 School Year
- 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
- 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
- 13.2.7 Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending January 15, 2024
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

- 14.1 **Administrative & Business Services:**
- 14.1.1 Approve the Consulting Services Agreement for District Advocates Group, a Division of Urban Futures
- Action:** Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.2 **Educational Services:** None.
- 14.3 **Human Resources:**
- 14.3.1 Approve New Job Description for Coordinator of Instructional Services and Curriculum
- Action:** Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.2 Acknowledge Revised Administrative Regulation 4112.61, 4212.61, 4312.61 Employment References (Second Reading)
- Action:** Approved as Final. Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.3 Acknowledge Revisions to Administrative Regulation 4161.5, 4261.5, 4361.5; Abolish Board Policy 4161.5 (First Reading)
- Action:** Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.4 Approve a Declaration for a Provisional Internship Permit
- Action:** Approved as Amended. Kahlon, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- 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)
- Action:** Alexander, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Kahlon wished all a happy new year and thanked the Kimball parents for advocating for their children and Mr. Gouveia for promoting LULAC. She and Trustee Hawkins had the pleasure of attending the conference and seeing the impact it makes on students. She thanked staff for the presentations, the growth shown at

the schools is very impressive. Trustee Hoffert thanked everyone for coming out and for tonight's presentations. Trustee Fagin wished everyone a happy new year. He gave thanks for the presentations and to the Kimball parents and Mr. Gouveia. Trustee Alexander thanked everyone for coming out and for the presentations. She invited all to come out to the Martin Luther King Breakfast on January 15 at Kimball High School. The event is presented by the Black Student Unions of Tracy. Trustee Hawkins thanked everyone for coming out and Mr. Gouveia for bringing up the LULAC program. He understands what the Kimball parents are saying. Trustee Silcox passed on comment. Trustee Abercrombie thanked all that helped with Brighter Christmas, this year where 615 families benefited. The community makes this happen.

**Superintendent
Report:**

Dr. Pecot thanked Tracy High Leadership for the banner for National School Board Appreciation Week and thanked everyone for all their efforts. Thursday evening, 6:00 PM to 7:30 PM, is a parent engagement session with Principal Kafele at the Kimball High School Geri Neylan Theater.

Adjourn: 8:07 P.M.

Clerk

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 10, 2024
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
January 23, 2024

- A. Vendor: TCS Total Compensation Systems, Inc.
 Sites: District Wide
 Item: Consulting Services Agreement-Ratify
 Services: Provide consulting services and reports including all actual
 information necessary for TUSD to comply with requirements
 of the GASB accounting standards 74/75 related to retiree
 health benefits.
 Cost: \$4,680.00
 Project Funding: General Fund
-
- B. Vendor: MBS Engineering
 Sites: Villalovoz
 Item: Gas Line Reroute
 Services: Reroute existing natural gas line. Due to existing line failure and
 standard pressure requirements there is a need to service existing
 mechanical systems on campus.
 Cost: \$45,119.15
 Project Funding: Capital/Deffered Maintenace Funds



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 10, 2024
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 \$500.00 (ck #1800). This donation will go towards the Tracy High School FFA.

West High School:

1. Tracy Unified School District/West High School From: The Little Flower Shop for the value of \$500.00. Flower centerpieces donation for the MLK Breakfast.

Art Freiler:

1. Tracy Unified School District/Art Freiler School From: FSPA Club for the total amount of \$8,000.00 (ck#5668). This donation will go towards the purchase of a marquee for the school.

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.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 8, 2024
SUBJECT: Approve Accounts Payable Warrants (November & December 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (November & December 2023).

Prepared by: Lori Nelson, Director of Financial Services.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 8, 2024
SUBJECT: Approve Revolving Cash Fund Reports (November & December 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (November & December 2023).

Prepared by: Lori Nelson, Director of Financial Services.

12/05/23

TUSD
REVOLVING CASH FUND
November 2023

Date	Num	Name	Memo	Paid Amount
11/15/2023	9990	TOGO'S	PO24-00102 11/16/23 order	
			PO24-00102 11/16/23 01-0000-0-0000-7150-43...	-141.50
TOTAL				-141.50
11/17/2023	9991	CASHIER DEPT. OF PESTICIDE R...	po24-01832 license renewals	
			01-8150-0-0000-8110-5800-800-9402 renewal 1...	-60.00
			01-8150-0-0000-8110-5800-800-9402 renewal 1...	-60.00
TOTAL				-120.00
11/17/2023	9992	Maureen Davi	Reclass Adj 9/20-10/6/23	
			EE 132027 Reclass Adjustment 9/20-10/6/23	-944.57
TOTAL				-944.57

01/02/24

TUSD
REVOLVING CASH FUND
 December 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
12/01/2023	9993	GALLO CENTER FOR THE ARTS	PO24-01914 NUTCRACKER 12/6/23	
			01-3010-0-1110-1000-4300-400-3002 136 TICK...	-952.00
TOTAL				-952.00
12/04/2023	9994	Amazing Kitchen	REQ24-02016 12/4/23 Staff Holiday Luncheon	
			01-0000-0-1110-1000-4300-700-2323 12/4/23 st...	-701.62
TOTAL				-701.62
12/11/2023	9995	Island Gourmet	PO24-01942 Staff Luncheon	
			PO24-01942 09-0000-0-1110-1000-4300-520-2...	-323.00
TOTAL				-323.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 8, 2024
SUBJECT: Approve Payroll Reports (November & December 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (November & December 2023).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 11/09/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	1,431,932.33	Teachers' Salaries
	1200	817.25	Cert Pupil Support Salaries
	1300	126,920.00	
	1900	360.00	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	46,776.46	Instructional Aides' Salaries
	2200	153,383.82	Classified Support Salaries
	2300	1,511.33	
	2400	25,423.86	Clerical & Office Salaries
	2900	6,336.50	Other Classified Salaries
	Total Labor	1,793,461.55	
Fund 01	SACS Object	Amount	
	3101	61,906.83	STRS On 1000 Salaries
	3102	19.71	STRS On 2000 Salaries
	3202	7,849.45	PERS On 2000 Salaries
	3301	27,459.49	
	3302	15,735.52	
	3501	780.60	State Unemploy On 1000 Salary
	3502	116.76	State Unemploy On 2000 Salary
	3601	27,215.09	Worker'S Comp Ins On 1000 Sal
	3602	4,072.19	Worker'S Comp Ins On 2000 Sal
	Total Contributions	145,155.64	

Fund 09	SACS Object	Amount	
	1100	54.88	Teachers' Salaries
	2400	135.65	Clerical & Office Salaries
	Total Labor	190.53	
Fund 09	SACS Object	Amount	
	3101	10.48	STRS On 1000 Salaries
	3202	36.19	PERS On 2000 Salaries
	3301	0.80	
	3302	10.38	
	3501	0.03	State Unemploy On 1000 Salary
	3502	0.07	State Unemploy On 2000 Salary
	3601	0.96	Worker'S Comp Ins On 1000 Sal

3602	2.37	Worker'S Comp Ins On 2000 Sal
Total Contributions		61.28

Fund 11	SACS Object	Amount	
	1100	8,052.66	Teachers' Salaries
	1200	549.30	Cert Pupil Support Salaries
	2100	205.11	Instructional Aides' Salaries
	2400	306.39	Clerical & Office Salaries
	Total Labor	9,113.46	

Fund 11	SACS Object	Amount	
	3101	1,559.26	STRS On 1000 Salaries
	3202	45.07	PERS On 2000 Salaries
	3301	124.75	
	3302	39.13	
	3501	4.29	State Unemploy On 1000 Salary
	3502	0.25	State Unemploy On 2000 Salary
	3601	150.06	Worker'S Comp Ins On 1000 Sal
	3602	8.93	Worker'S Comp Ins On 2000 Sal

Fund 12	Total Contributions	1,931.74
	SACS Object	Amount
	2100	1,874.82
	Total Labor	1,874.82

Fund 12	SACS Object	Amount	
	3102	8.96	STRS On 2000 Salaries
	3202	80.08	PERS On 2000 Salaries
	3302	89.39	
	3502	0.95	State Unemploy On 2000 Salary
	3602	32.71	Worker'S Comp Ins On 2000 Sal
	Total Contributions	212.09	

Fund 13	SACS Object	Amount	
	2200	15,025.92	Classified Support Salaries
	Total Labor	15,025.92	

Fund 13	SACS Object	Amount	
	3202	2,153.22	PERS On 2000 Salaries
	3302	896.06	
	3502	7.49	State Unemploy On 2000 Salary
	3602	262.14	Worker'S Comp Ins On 2000 Sal

Total Contributions 3,318.91

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

075 - Tracy Unified School District

ESCAPE ONLINE

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Pay Date 11/30/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,394,820.02	Teachers' Salaries
	1200	567,427.07	Cert Pupil Support Salaries
	1300	667,732.73	Cert Suprvrs' & Admins' Sal
	1900	230,293.36	Other Certificated Salaries
	2100	675,013.51	Instructional Aides' Salaries
	2200	1,116,518.17	Classified Support Salaries
	2300	255,318.76	Class Suprvrs' & Admins' Sal
	2400	615,165.47	Clerical & Office Salaries
	2900	47,047.00	Other Classified Salaries
	Total Labor	9,569,336.09	
	SACS Object	Amount	

Fund 01	3101	1,263,784.51	STRS On 1000 Salaries
	3102	12,528.76	STRS On 2000 Salaries
	3201	64,291.01	PERS On 1000 Salaries
	3202	687,497.83	PERS On 2000 Salaries
	3301	107,662.52	
	3302	196,706.65	
	3401	626,086.17	
	3402	346,582.69	
	3501	3,430.25	State Unemploy On 1000 Salary
	3502	1,353.41	State Unemploy On 2000 Salary
	3601	119,677.47	Worker'S Comp Ins On 1000 Sal
	3602	47,259.82	Worker'S Comp Ins On 2000 Sal
	3701	58,356.58	
	3702	24,452.56	
	3901	167.64	
	Total Contributions	3,559,837.87	

Fund 09	SACS Object	Amount	
	1100	157,911.73	Teachers' Salaries
	1200	10,837.92	Cert Pupil Support Salaries
	1300	10,572.38	Cert Suprvrs' & Admins' Sal
	2400	13,117.97	Clerical & Office Salaries
	SACS Object	Amount	
	3101	34,250.45	STRS On 1000 Salaries
	3202	3,499.88	PERS On 2000 Salaries

3301	2,414.51	
3302	978.82	
3401	14,319.71	
3402	1,606.24	
3501	89.67	State Unemploy On 1000 Salary
3502	6.57	State Unemploy On 2000 Salary
3601	3,128.31	Worker'S Comp Ins On 1000 Sal
3602	228.84	Worker'S Comp Ins On 2000 Sal
Total Contributions	60,523.00	
Total Labor	192,440.00	

Fund 11	SACS Object	Amount	
	1100	27,260.86	Teachers' Salaries
	1200	8,846.18	Cert Pupil Support Salaries
	1300	12,291.60	Cert Suprvrs' & Admins' Sal
	2100	4,511.90	Instructional Aides' Salaries
	2400	9,412.65	Clerical & Office Salaries
Total Labor	SACS Object	Amount	
		62,323.19	

Fund 11	SACS Object	Amount	
	3101	9,244.13	STRS On 1000 Salaries
	3202	3,715.10	PERS On 2000 Salaries
	3301	668.47	
	3302	1,021.07	
	3401	3,622.48	
	3402	1,996.68	
	3501	24.21	State Unemploy On 1000 Salary
	3502	6.96	State Unemploy On 2000 Salary
	3601	844.32	Worker'S Comp Ins On 1000 Sal
	3602	242.92	Worker'S Comp Ins On 2000 Sal
Total Contributions		21,386.34	

Fund 12	SACS Object	Amount	
	2100	28,576.50	Instructional Aides' Salaries
	2300	2,871.87	Class Suprvrs' & Admins' Sal
	2400	4,520.84	Clerical & Office Salaries
Total Labor	SACS Object	Amount	
		35,969.21	

Fund 12	SACS Object	Amount	
	3102	549.72	STRS On 2000 Salaries
	3202	6,935.24	PERS On 2000 Salaries
	3302	2,281.46	
	3402	1,971.43	
	3502	17.99	State Unemploy On 2000 Salary

Fund 13	3602	Worker'S Comp Ins On 2000 Sal	627.48
	Total Contributions		12,383.32
	SACS Object	Amount	
	2200	Classified Support Salaries	180,542.36
	2300	Class Suprvrs' & Admins' Sal	46,330.06
	2400	Clerical & Office Salaries	16,975.57
	Total Labor		243,847.99
Fund 13	SACS Object	Amount	
	3202	PERS On 2000 Salaries	55,445.91
	3302		17,562.30
	3402		17,957.08
	3502	State Unemploy On 2000 Salary	121.96
	3602	Worker'S Comp Ins On 2000 Sal	4,253.93
	Total Contributions		95,341.18

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

075 - Tracy Unified School District

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Pay Date 12/08/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	692,699.92	Teachers' Salaries
		1200	937.83	Cert Pupil Support Salaries
		1300	9,030.00	
		1900	115,053.83	Other Certificated Salaries
		2100	283,085.10	Instructional Aides' Salaries
		2200	157,227.92	Classified Support Salaries
		2300	1,166.78	
		2400	23,723.81	Clerical & Office Salaries
		2900	5,893.46	Other Classified Salaries
		Total Labor	1,288,818.65	
Fund	01	SACS Object	Amount	
		3101	101,585.35	STRS On 1000 Salaries
		3202	8,771.06	PERS On 2000 Salaries
		3301	16,051.80	
		3302	26,842.73	
		3501	409.15	State Unemploy On 1000 Salary
		3502	235.50	State Unemploy On 2000 Salary
		3601	14,265.35	Worker'S Comp Ins On 1000 Sal
		3602	8,218.27	Worker'S Comp Ins On 2000 Sal
		Total Contributions	176,379.21	
Fund	09	SACS Object	Amount	
		1100	131.70	Teachers' Salaries
		2400	203.48	Clerical & Office Salaries
		Total Labor	335.18	
Fund	09	SACS Object	Amount	
		3101	25.15	STRS On 1000 Salaries
		3202	54.29	PERS On 2000 Salaries
		3301	1.91	
		3302	15.57	
		3501	0.06	State Unemploy On 1000 Salary
		3502	0.10	State Unemploy On 2000 Salary
		3601	2.30	Worker'S Comp Ins On 1000 Sal
		3602	3.55	Worker'S Comp Ins On 2000 Sal
		Total Contributions	102.93	

Fund 11	SACS Object	Amount	Teachers' Salaries
	1100	11,319.15	
	1200	937.83	Cert Pupil Support Salaries
	2100	784.27	Instructional Aides' Salaries
	2400	937.30	Clerical & Office Salaries
Fund 11	Total Labor	13,978.55	
	SACS Object	Amount	
	3101	2,257.38	STRS On 1000 Salaries
	3202	267.57	PERS On 2000 Salaries
	3301	177.74	
Fund 11	3302	131.70	
	3501	6.14	State Unemploy On 1000 Salary
	3502	0.86	State Unemploy On 2000 Salary
	3601	213.84	Worker'S Comp Ins On 1000 Sal
	3602	30.02	Worker'S Comp Ins On 2000 Sal
Fund 12	Total Contributions	3,085.25	
	SACS Object	Amount	
	2100	4,318.98	Instructional Aides' Salaries
	Total Labor	4,318.98	
	SACS Object	Amount	
Fund 12	3102	20.47	STRS On 2000 Salaries
	3202	218.90	PERS On 2000 Salaries
	3302	209.35	
	3502	2.14	State Unemploy On 2000 Salary
	3602	75.34	Worker'S Comp Ins On 2000 Sal
Fund 13	Total Contributions	526.20	
	SACS Object	Amount	
	2200	25,108.07	Classified Support Salaries
	2400	769.29	Clerical & Office Salaries
	Total Labor	25,877.36	
Fund 13	SACS Object	Amount	
	3202	4,349.71	PERS On 2000 Salaries
	3302	1,666.07	
	3502	12.90	State Unemploy On 2000 Salary
	3602	451.46	Worker'S Comp Ins On 2000 Sal
Fund 13	Total Contributions	6,480.14	

Pay Date 12/29/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	5,380,839.87	Teachers' Salaries
		1200	568,082.38	Cert Pupil Support Salaries
		1300	665,031.84	Cert Suprvrs' & Admins' Sal
		1900	231,042.28	Other Certificated Salaries
		2100	682,455.68	Instructional Aides' Salaries
		2200	1,116,402.91	Classified Support Salaries
		2300	255,014.46	Class Suprvrs' & Admins' Sal
		2400	613,788.45	Clerical & Office Salaries
		2900	46,395.75	Other Classified Salaries
		Total Labor	9,559,053.62	
Fund	01	SACS Object	Amount	
		3101	1,260,877.10	STRS On 1000 Salaries
		3102	12,528.76	STRS On 2000 Salaries
		3201	64,291.01	PERS On 1000 Salaries
		3202	686,093.95	PERS On 2000 Salaries
		3301	107,387.77	
		3302	195,425.30	
		3401	623,775.41	
		3402	347,746.00	
		3501	3,422.67	State Unemploy On 1000 Salary
		3502	1,355.19	State Unemploy On 2000 Salary
		3601	119,410.96	Worker'S Comp Ins On 1000 Sal
		3602	47,346.93	Worker'S Comp Ins On 2000 Sal
		3701	57,873.77	
		3702	27,952.56	
		3901	167.64	
		Total Contributions	3,555,655.02	
Fund	09	SACS Object	Amount	
		1100	161,251.46	Teachers' Salaries
		1200	10,837.92	Cert Pupil Support Salaries
		1300	10,572.38	Cert Suprvrs' & Admins' Sal
		2400	13,117.97	Clerical & Office Salaries
		Total Labor	195,779.73	
Fund	09	SACS Object	Amount	
		3101	35,195.67	STRS On 1000 Salaries
		3202	3,499.88	PERS On 2000 Salaries

3301	2,464.61	
3302	978.83	
3401	14,319.67	
3402	1,606.24	
3501	91.33	State Unemploy On 1000 Salary
3502	6.57	State Unemploy On 2000 Salary
3601	3,186.55	Worker'S Comp Ins On 1000 Sal
3602	228.84	Worker'S Comp Ins On 2000 Sal
Total Contributions	61,578.19	

Fund 11	SACS Object	Amount	
	1100	27,260.86	Teachers' Salaries
	1200	8,846.18	Cert Pupil Support Salaries
	1300	12,291.60	Cert Suprvrs' & Admins' Sal
	2100	4,511.90	Instructional Aides' Salaries
	2400	9,692.30	Clerical & Office Salaries
	Total Labor	62,602.84	
Fund 11	SACS Object	Amount	

3101	9,244.13	STRS On 1000 Salaries
3202	3,789.71	PERS On 2000 Salaries
3301	668.41	
3302	1,042.47	
3401	3,622.46	
3402	1,996.66	
3501	24.21	State Unemploy On 1000 Salary
3502	7.10	State Unemploy On 2000 Salary
3601	844.32	Worker'S Comp Ins On 1000 Sal
3602	247.80	Worker'S Comp Ins On 2000 Sal
Total Contributions	21,487.27	

Fund 12	SACS Object	Amount	
	2100	28,501.07	Instructional Aides' Salaries
	2300	2,871.87	Class Suprvrs' & Admins' Sal
	2400	4,520.84	Clerical & Office Salaries
	Total Labor	35,893.78	
Fund 12	SACS Object	Amount	
	3102	549.72	STRS On 2000 Salaries
	3202	6,935.25	PERS On 2000 Salaries
	3302	2,273.49	
	3402	1,971.41	
	3502	17.95	State Unemploy On 2000 Salary

Fund 13	3602		Worker'S Comp Ins On 2000 Sal
	Total Contributions	626.16	
Fund 13	SACS Object	12,373.98	
	Amount		
Fund 13	2200	181,407.42	Classified Support Salaries
	2300	46,330.06	Class Suprvrs' & Admins' Sal
Fund 13	2400	9,556.02	Clerical & Office Salaries
	Total Labor	237,293.50	
Fund 13	SACS Object	Amount	
	3202	52,951.01	PERS On 2000 Salaries
Fund 13	3302	16,230.28	
	3402	17,776.50	
Fund 13	3502	118.71	State Unemploy On 2000 Salary
	3602	4,139.60	Worker'S Comp Ins On 2000 Sal
Fund 13	Total Contributions	91,216.10	
	Amount		

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

075 - Tracy Unified School District

ERP for California

Generated for Janae Taylor (JANAETA75), Jan 8 2024 11:42AM



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 3, 2024
SUBJECT: **Approve Agreement for Special Contract Services with ASIR Visual Marketing for the Custom Development of STEM Logo, STEM Vision Video, and Communication/Recruitment Materials**

BACKGROUND: TUSD is interested in branding the district's STEM focus with a STEM Logo and video to communicate our STEM vision. In addition, for recruitment purposes, TUSD would like to expand the materials used to recruit prospective STEM teachers. In order to achieve these goals, The STEM Department has met with ASIR Visual Marketing to develop a contract to provide TUSD with a STEM logo, video, and rack cards to communicate to prospective teachers and community members TUSD's STEM vision.

RATIONALE: A STEM logo, video illustrating the vision of STEM in TUSD, and rack cards to help communicate this vision will help effectively share with educational partners and prospective teachers TUSD's STEM focus. This communication will help with teacher recruitment efforts to directly address the teacher shortage that TUSD and more widely, the state of California, are facing. This request meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: These contracts are to be paid with existing LCAP funding. The contract will not exceed \$12,500.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with ASIR Visual Marketing for the Custom Development of STEM Logo, STEM Vision Video, and Communication/Recruitment Materials.

Prepared by: Dr. Dean Reese, Director of PreK-12 STEM Curriculum and Local Assessment, Ed. Services/STEM Department.

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 ASIR Visual Marketing _____, 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: Design custom logo for STEM in TUSD. Provide 1 video for the TUSD STEM Department capturing the STEM Mission and Vision for the Program. Additionally, the contractor will design 1 rack card that has the Mission and Vision for multipurpose use and print 1000 rack cards for distribution.

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 N/A () [] HOURS [] 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 \$12,500 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
- c. District shall make payment on a [] 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 23rd, 2024, and shall terminate on June 30th, 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, Dean Reese, at (209) 830-3275 ext. 1568 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature	Title
	
IRS Identification Number	
92-2541534	
Title	
Owner/Brand Strategist	
Address	
6507 Pacific Ave., Suite #104	
Stockton, CA 95207	

Tracy Unified School District
Date
01-0709-0-1110-2700-5800-800-2034
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: January 10, 2024
SUBJECT: **Approve Out of State Travel for West High School Activities Director and Asst. Principal to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV March 5-9, 2024**

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

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

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

RECOMMENDATION: Approve Out of State Travel for West High School Activities Director and Asst. Principal to Attend the California Association of Directors of Activities (CADA) Conference in Reno, NV March 5-9, 2024.

PREPARED BY: Mr. 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: Approve Agreement for North School Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain Educational Center on March 19 – 21, 2024

BACKGROUND: The North School Sixth Grade class and teachers will travel to Sky Mountain Educational Center for Science Camp.

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

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

RECOMMENDATION: Approve Agreement for North School Sixth Grade Students and Supervisors to attend Science Camp at Sky Mountain Educational Center on March 19 – 21, 2024.

Prepared by: Susan Hawkins, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Students will attend 3 days of an outdoor education program at Sky Mountain Educational Center in Emigrant Gap, CA

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Sky Mountain in Emigrant Gap, CA.

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

- a. District shall pay \$ 210.00/student per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ up to 104 students. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 19, 2024, and shall terminate on March 21, 2024.

5. This agreement may be terminated at any time during the term by either party upon 120 days' written notice of termination delivered by certified mail, return receipt requested.

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:

Theresa Bascobius Director STEM Programs

Contractor Signature Title

01/12/2024

IRS Identification Number

Title

Address

Warren Sun

Warren Sun

01/12/2024

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: January 23, 2024
SUBJECT: **Approve all TUSD School Accountability Report Cards (SARCs) for the 2022-2023 School Year**

BACKGROUND: Since November 1988, state law has required that schools receiving state funding to prepare and distribute a SARC. A similar requirement is also contained in the federal Elementary and Secondary Education Act (ESEA). Although there is great variation in the design of School Accountability Report Cards, they generally begin with a profile that provides background information about the school and its students. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all the following: Demographic data, school safety, climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, fiscal and expenditure data. SARCs must be posted and available to the community by February 1 of each year.

RATIONALE: The purpose of the School Accountability Report Card is to provide parents and the community with important information about each school. A School Accountability Report Card can be an effective way for a school to report on its progress in achieving goals. The public may also use a School Accountability Report Card to evaluate and compare schools on a variety of indicators. School Accountability Report Cards must be updated annually and published by February 1. SARCS are posted on school websites, CDE and a hard copy can be requested at school sites. This meets Tracy Unified School District goal #3. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: No cost.

RECOMMENDATION: Approve all TUSD School Accountability Report Cards (SARCs) for the 2022-2023 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 16, 2024
SUBJECT: **Approve Agreement for Special Contract Services with Sown to Grow for the Preparation and Technical Assistance of the California Community Schools Partnership Program (CCSPP) Cohort 3 Grant for the 2023-2024 School year**

BACKGROUND: The Tracy Unified School District (TUSD) is continuously building and implementing student support systems as a whole-child approach to address the unique needs, assets, and aspirations of the school community. This includes integrated support services, family and community engagement, collaborative leadership and practices for educators and administrators and extended learning time and opportunities. In partnership with community-based organizations and other agencies, TUSD will align its vision to improve student outcomes by addressing students' academic, cognitive, physical, mental, and social-emotional needs. The CCSPP grant is an opportunity to build a cohesive statewide approach to support student learning, cognitive and social development, and emotional well-being along with efforts to enhance the Multi-Tiered System of Supports (MTSS), Social and Emotional Learning, college, and career readiness, and the Statewide System of Support for school improvement. Sown to Grow services will be utilized to support the CCSPP grant writing and application for optimal outcomes.

RATIONALE: Sown to Grow will prepare and provide technical assistance with grant writing and application process for optimal outcomes of the California Community Schools Partnership Program (CCSPP) grant. The ultimate goal of the district is to expand the "whole-child" approach and MTSS implementation. Additionally, the CCSPP grant will further support TUSD's 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 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: TUSD General Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sown to Grow for support with the preparation and technical assistance of the California Community Schools Partnership Program (CCSPP) Cohort 3 Grant for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Sown to Grow, 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: Sown to Grow will provide professional support with the preparation and technical assistance of the California Community Schools Partnership Program(CCSPP) grant for successful submission to meet all requirements necessary for optimal outcome.

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 0 () [x] HOURS [] DAYS, under the terms of this agreement at the following location N/A.

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

- a. District shall pay \$ 14,950.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 14,950.00. 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 01/23/2024, and shall terminate on 06/30/2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Sown To Grow, Inc.
1721 Broadway Ste 201
Oakland, CA 94612
(415) 745-9465
orders@sowntogrow.com



INVOICE

BILL TO

Tracy Joint Unified
1875 W. LOWELL AVENUE
Tracy, CA 95376 United
States

INVOICE # 2023-24-4320

DATE 01/09/2024

DUE DATE 02/08/2024

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
CCSPP Cohort 3 Preparation & Technical Assistance	13	1,150.00	14,950.00
CCSPP Cohort 3 Preparation & Technical Assistance			
Nov 1, 2023 - Feb 1, 2024			

Our technical assistance and preparation prior to the due date of the CCSPP application includes:

Grant application technical assistance:

- *Comprehensive templates that have supported successful Cohort 1 and 2 applications
- *Dedicated, experienced staff to support the grant writing process
- *Support in data collection and analysis
- *Identification of gaps in whole-child education personnel and programs
- *Insights on proven components of successful applications

School preparation and baseline data collection/analysis:

- *Assessment of student SEL skills and emotional well-being, including baseline and formative trends (required to partner on application preparation)
- *Data/insights on school SEL measures, including benchmarks and areas for growth
- *Experienced school leader staff member from our team dedicated to supporting your district's preparation plan
- *Support in identifying components to be integrated in the CCSPP application.

Payment can be made online or by check. Please make checks payable to Sown To Grow, Inc., note the invoice number, and mail to the address above. Thank you!

BALANCE DUE

\$14,950.00



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:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Rey, Emmylou Teacher	CES	01/16/2024	Personal
Sabharwal, Seema Teacher	NES	01/31/2024	Personal
Wilson, Trishana Teacher	KHS	01/22/2024	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Agarwal, Neha Para Educator I	JES	1/26/24	Personal
Biyani, Payel Special Education Para Educator	FES	1/1/2024	Accepted Position
Bravo, Monica Food Service Worker	GKES	1/15/2024	Accepted Position

Flint, Skyler K-8 Library Technician	SWP	12/31/2023	Personal
Gamboa, Andres Utility Person III	MOT	1/15/2024	Accepted Position
Goulart, Debra Utility Person II	THS	1/7/2024	Accepted Position
Hewell, Alexandra Utility Person III	MOT	1/2/2024	Personal
Iyer, Lakshmi IEP Para Educator	FES	12/15/2023	Personal
MacDonald, Brian Food Service Warehouse Driver	DEC	5/31/2024	Personal
Mejarito, Jesusa Food Service Worker	KHS	1/4/2024	Personal
Mejia Arreguin, Lizbeth Para Educator I	BES	1/7/2024	Accepted Position
Montano, David ISET Technician I	ISSET	1/1/2024	Accepted Position
Nicolaysen, Cassandra Special Education Para Educator	CES	1/2/2024	Personal
Noll, Elizabeth Special Education Para Educator	NES	1/15/2024	Accepted Position
Ramirez, Monica Para Educator I	BES	1/21/2024	Accepted Position
Resendiz, Concepcion Clerk Typist I	WHS	1/7/2024	Accepted Position
Solomon, Sherilyn K-8 Library Technician	WMS	1/19/2024	Personal
Tolbert, Margaret Food Service Worker	WHS	1/15/2024	Accepted Position

BACKGROUND:

COACH RESIGNATION

NAME/TITLE

SITE

EFFECTIVE
DATE

REASON

Agapie, George
Boys' Frosh/Soph Soccer

Kimball High 01/03/2024

Personal

Aguilar, Julie Freshman Softball	Tracy High	01/04/2024	Personal
Boler, Patricia Girls' JV Volleyball	West High	01/3/2024	Personal
Graves, Derek Head Varsity Football	Kimball High	12/15/2023	Personal
Picchi, Stephen Girls' Varsity Basketball	Tracy High	12/18/2023	Personal
Waters, Cassidy Head Swimming	West High	11/27/2023	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 12, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Thokkadam, Miena

CERTIFICATED

South/West Park Elementary School
5th Grade (Replacement)
"B", Class VI, Step 8 - \$45,393.00
Fund: General

BACKGROUND:

Alcaraz, Galeana

CLASSIFIED

Bilingual Para Educator I (Replacement)
South/West Park
Range 24, Step A - \$17.44 per hour
Fund: Targeted EL

Biyani, Payel

Special Education Para Educator (Replacement)
Kimball High School
Range 27, Step D - \$21.49 per hour
Fund: Special Education

Bravo, Monica

Food Service Worker (Replacement)
Williams Middle School
Range 25, Step D - \$20.53 per hour
Fund: Child Nutrition School Program

Bravo, Violet

School Supervision Assistant (Replacement)
George Kelly Elementary School
Range 21, Step B - \$17.06 per hour
Fund: General

Gamboa, Andres	Irrigation Specialist/Bus Driver/Custodian (Replacement) Various Sites/MOT Range 38, Step C - \$26.53 per hour Fund: 50% Ongoing and Major Maintenance 50% Special Ed Transportation
Goulart, Debra	Utility Person II (Replacement) Tracy High School Range 35, Step E - \$27.13 per hour Fund: General
Mejia Arreguin, Lizbeth	Attendance Clerk (Replacement) Tracy High School Range 26, Step C - \$20.04 per hour Fund: General
Miranda, Ciara	IEP Para Educator (Replacement) Hirsh Elementary School Range 24, Step B - \$18.25 per hour Fund: Special Education Para Educator
Montano, David	ISET Technician III (Replacement) ISET/DEC Range 58, Step C - \$42.54 per hour Fund: General
Noll, Elizabeth	Special Education Para Educator (Replacement) North Elementary School Range 27, Step B - \$19.55 per hour Fund: Special Education Para Educator
Page, Gina	Clerk Typist I (Replacement) Southwest Park Elementary Range 23, Step C - \$18.72 per hour Fund: Title I
Ramirez, Monica	Para Educator I (Replacement) Bohn Elementary Range 24, Step B - \$18.25 per hour Fund: General
Resendiz, Concepcion	Attendance Clerk (Replacement) West High School Range 26, Step D - \$20.99 per hour Fund: General
Sandoval Magana, Maria	Utility Person II (Replacement) Kimball High Range 35, Step C - \$24.73 per hour Fund: General

Seyller, Romelia	Food Service Worker (Replacement) Poet Christian Elementary School Range 25, Step B - \$18.72 per hour Fund: Child Nutrition School Program
Strube, Calvin	Para Educator I (Replacement) McKinley Elementary School Range 24, Step A - \$17.44 per hour Fund: Title I
Suarez Herrera, Maria Fernanda	Bilingual Para Educator I (Replacement) Southwest Park Preschool Range 24, Step B - \$18.25 Fund: Childcare and Development
Tolbert, Margaret	Food Service Worker (Replacement) West High School Range 25, Step E - \$21.49 per hour Fund: Child Nutrition School Program
Virula, Deseree	School Supervision Assistant (Replacement) Villalovoz Elementary School Range 21, Step B - \$17.06 per hour Fund: General

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

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 11, 2024
SUBJECT: Approve PCR Consulting Agreement

BACKGROUND: PCR Consulting specializes in communication, shipping, and utility expense analysis with the goal of capital recovery. PCR Consulting conducts an assessment of invoices in each spending category to locate savings from billing errors, invalid charges, and rate reductions.

RATIONALE: PCR Consulting will audit Tracy Unified School District's utility and telecom invoices for potential ongoing savings and recover money already spent. This agenda item meets Strategic Goal #3 – Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: PCR Consulting offers a no-risk contingency-based fee structure based on refunds and savings. In the event the savings for Tracy Unified School District are not recovered, there will be no charge.

RECOMMENDATION: Approve PCR Consulting Agreement.

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

CONSULTING AGREEMENT

This Consulting Agreement (the “**Agreement**”) is entered into as January 10th, 2024, by and between PCR Consulting, Inc., (“**PCR**”), and Tracy Unified School District (“**Client**”).

I. ENGAGEMENT; TERM.

Client hereby engages PCR, and PCR hereby accepts such engagement, upon the terms and conditions hereinafter set forth, on a month-to-month basis until either party terminates this Agreement pursuant to Section X hereof. For the Term of this Agreement, PCR’s Client contact shall be Tania Salinas.

II. CONSULTING SERVICES.

PCR agrees to provide the following services (the “**Services**”) to Client:

A. Examination and analysis of telecommunication and utility accounts (each an “**Account**” and collectively, the “**Accounts**”) for the purpose of finding billing errors, excess or inaccurate charges and expenditures, unnecessary and duplicative costs, and other potential business savings related to the Accounts. PCR’s examination and analysis of the Accounts will include both (1) retrospective refund opportunities including, but not limited to, overpayment recovery, repayments and rebates (collectively, “**Refund Opportunities**”), and (2) prospective cost reduction opportunities including, but not limited to, future savings and discounts through restructuring, bundling, consolidation and elimination of other duplicative or redundant services (collectively, “**Future Savings Opportunities**”).

B. Preparation of a written report detailing all Refund Opportunities and Future Savings Opportunities for each Account.

C. Preparation of an Implementation Acknowledgement Sheet in substantially the form attached hereto as Exhibit A (“**IAS**”), which clearly identifies strategies to obtain Refund Opportunities and Future Savings Opportunities, as applicable, for each Account examined. Within 30 days of Client receiving the IAS, Client agrees to return to PCR a signed IAS either granting or denying permission for PCR to proceed with implementation of each strategy. Upon Client approval, PCR shall immediately proceed with implementing the strategies found in the IAS and Client shall compensate PCR in accordance with Section IV hereof.

During the Term of this Agreement, utility or telecommunication service providers may attempt to circumvent PCR by contacting Client directly regarding the Accounts. In any and all such cases, Client agrees to instruct the service provider to contact PCR and promptly inform PCR of such contact. Client hereby agrees that it shall not directly or indirectly work with any service provider in connection with any Refund Opportunities or Future Savings Opportunities. Client agrees that all proposals for Refund Opportunities or Future Savings Opportunities from service providers during the Term of this Agreement shall be subject to the compensation described in Section IV hereof.

III. CLIENT INFORMATION; LETTER OF AUTHORIZATION.

At the request of PCR, Client shall provide a copy of the following for each Account:

- A. Invoice, statement or bill for the billing period prior to the date of this Agreement.
- B. The service provider agreement, contract or arrangement, if any.
- C. Credentials and/or login information necessary for online access.
- D. A signed letter of authorization in substantially the form attached hereto as Exhibit B ("LOA") permitting PCR to contact each service provider on behalf of Client. Client acknowledges that service providers may require a different LOA and Client agrees to provide a signed copy of any form needed for PCR account access.

Client agrees to supplement the foregoing as reasonably requested by PCR. Client acknowledges and agrees that any information received by PCR may be shared with PCR's agents, employees and subcontractors in order to provide the Services for Client. PCR acknowledges that any information received pursuant to this Section III is subject to the confidentiality provisions in Section VIII hereof.

IV. COMPENSATION.

As consideration for the Services, Client shall pay PCR the following amounts:

- A. If PCR identifies a Refund Opportunity and Client successfully receives any amounts (including cash, credit, rebate or similar disbursement) in connection therewith (a "**Refund Amount**"), Client shall pay to PCR an amount equal to 45% of the total Refund Amount. This amount is due and owing 30 days from the receipt of invoice by Client.

B. If PCR identifies a Future Savings Opportunity and Client implements the strategy identified by PCR, or a substantially similar strategy, Client shall pay to PCR an amount equal to 45% of the total net Future Savings (the “**Future Savings Amount**”). The Future Savings Amount shall be paid on a monthly basis for 24-months. This amount is due and owing 30 days from the date the Future Savings are implemented and shall continue on a monthly basis for 24-months. Upon consent from both parties, Client may “cash out” and pay to PCR an amount equal to the total net Future Savings, less a 20% discount, as calculated over a 24-month period.

PCR agrees to submit monthly invoices for all services performed. Except for invoiced payments that Client has successfully disputed, all late payments shall bear interest at the rate of 2% per month. For the avoidance of doubt, Client is not required to pay PCR any amounts or fees if no Refund Opportunities or Future Savings Opportunities are identified, or if Client does not wish to implement the strategies outlined in the IAS. PCR is due no compensation if Future Savings expire or are no longer valid due to, among other things, building consolidations, building closures or changes in technology.

V. NON-CIRCUMVENTION.

Client agrees that it shall not, directly or indirectly, except in collaboration with PCR, enter into any transaction or make any agreement with any service provider that is similar to or which otherwise could have a similar effect as any Refund Opportunity or Future Savings Opportunity or strategy identified by PCR. If Client denies permission for PCR to implement any or all of the strategies contemplated by the IAS and then implements any of IAS strategies within 12 months of signing the IAS, then Client shall compensate PCR as described in Section IV hereof.

VI. AMENDMENT.

The provisions of this Agreement may be amended, modified, supplemented or otherwise altered only by an agreement in writing, executed by PCR and Client.

VII. ARBITRATION.

Any controversy or claim arising out of or relating to PCR’s engagement including but not limited to claims based upon (1) common law, (2) federal, state, or local statutes, regulations, or ordinances and (3) this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, shall be submitted to arbitration, to be held in San Mateo County, California in accordance with California Civil Procedure Code §§ 1282-1284. The parties shall each bear their own costs and attorney’s fees in any arbitration proceeding.

VIII. CONFIDENTIAL INFORMATION.

During PCR's engagement, Client may disclose to PCR certain confidential or proprietary information relating to Client, its vendors and/or partners (collectively referred to as "**Confidential Information**"). Such Confidential Information is being disclosed to PCR only for the purposes of PCR performing the Services for Client. PCR agrees to hold such Confidential Information in trust and confidence. PCR shall not, whether during PCR's term of engagement or thereafter, directly or indirectly, use or disclose Confidential Information to any person, firm, corporation, or association except as provided under the terms of this Agreement. PCR and Client acknowledge and agree that these confidentiality provisions apply to PCR and its agents, employees and subcontractors. PCR represents and warrants that PCR is free to enter into this Agreement and to perform each of its terms and covenants. PCR's execution and performance of this Agreement is not a violation or breach of any other agreement between PCR and another person or entity.

IX. GOVERNING LAW.

This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, by the laws of the State of California without regard to principles of conflict of laws.

X. TERM; TERMINATION.

This Agreement will commence on the date first written above and will continue until terminated under this provision. This Agreement may be terminated by either PCR or Client at any time, with or without cause, upon written notice; provided, however, that Client shall pay PCR any and all amounts owed pursuant to Section IV hereof following the expiration or termination of this Agreement.

XI. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

In witness whereof, the parties hereto have executed this Agreement as of the date first above written.

PCR CONSULTING, INC.

[CLIENT Signature]

[CLIENT Name]

EXHIBIT A

Form of Implementation Acknowledgement Sheet



IMPLEMENTATION ACKNOWLEDGEMENT SHEET (IAS)

As a representative for %%% I have reviewed the findings with PCR Consulting & confirm that PCR will implement the finding with our approval as signed below.

FINDING#	DESCRIPTION

Acknowledged this ____ day of _____, 2020 by

Client signature

NAME _____

TITLE _____

EXHIBIT B

Form of Letter of Authorization

**Letter of Authorization /Agency
Service Provider**

Date: _____

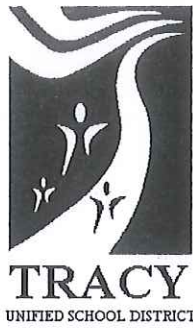
I, _____, of _____, authorize **PCR Consulting, Inc. ("PCR")** to act as agent and consultant for service(s) provided to my company, and to perform the following functions:

1. PCR is hereby granted the right to examine all documents and data in the possession of the service provider with respect to customer service records, contracts and any bills paid or owed to the service provider until this authorization is revoked in writing.
2. Make requests on my behalf for refunds/credits as well as specific rate plans, discounts, promotions and proposals from our service provider(s) and other similar providers and carriers that may benefit the company.
3. As of the date first listed above, service providers are authorized to provide to PCR monthly bills and other information requested by PCR. It is further understood that PCR will treat this information as proprietary and confidential.
4. The mailing address for PCR is 4041 Soquel Drive, Suite A1 #129, Soquel, California, 95073. The telephone number for PCR is (831) 346-6799.

Sincerely,

Name

Title



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: January 10, 2024
RE: **Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers**

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

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

FUNDING: None.

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

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain acceptance into an intern credential program. The individual(s) will be provided with orientation, guidance and assistance during the valid period of the waiver.

Jazmyn Neverson; Jacobson Elementary School; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 23, 2024
SUBJECT: Acknowledge Revisions to Administrative Regulation 4161.5, 4261.5, 4361.5;
Abolish Board Policy 4161.5 (Second 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 (Second 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

MILITARY LEAVE

5. 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.

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)

MILITARY LEAVE

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)

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,

MILITARY LEAVE

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)

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)

MILITARY LEAVE

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 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)

MILITARY LEAVE

~~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.~~

~~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.~~

MILITARY LEAVE

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.~~

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.~~

MILITARY LEAVE

~~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 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