

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
FEBRUARY 27, 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: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

1. Call to Order

Pg. No.

2. Roll Call – Establish Quorum

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

3. Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.

3.1 Administrative & Business Services: None.

3.2 Educational Services:

3.2.1 Finding of Facts: 23/24#37, 23/24#39, 23/24#41

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

3.2.2 Board Waiver: CES #10360101

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

3.2.3 Early Graduation: TISCS #10355626

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

3.3 Human Resources:

3.3.1 Consider Unpaid Leave of Absence for Certificated Employee #UC-1347

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

3.3.2 Consider Leave of Absence Requests for Certificated Employees: #UC-1348, #UC-1367, #UC-1368, #UC-1369, #UC-1370, #UC-1371, pursuant to Article XX

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

3.3.3 Approve the Non-Reelection of Probationary Certificated Employees: #UC-1349, #UC-1350, #UC-1351, #UC-1352, #UC-1354, #UC-1355, #UC-1357; #UC-1358, #UC-1359, #UC-1360, #UC-1361, #UC-1362, #UC-1363, #UC-1364; #UC-1365, #UC-1366 pursuant to Education Code Section 44929.21(b)

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

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

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 23/24#37, 23/24#39, 23/24#41

3.2.1

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

6b Report Out of Action Taken on Board Waivers: CES #10360101

3.2.2

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

6c Report Out of Action Taken on Early Graduation: TISCS #10355626

3.2.3

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

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

3.3.1 Certificated Employee #UC-1347

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

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

3.3.2 Certificated Employees: #UC-1348, #UC-1367, #UC-1368, #UC-1369, #UC-1370, #UC-1371, pursuant to Article XX

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

6f Report Out of Action Taken on Approve the Non-Reelection of Probationary

3.3.3 Certificated Employees: #UC-1349, #UC-1350, #UC-1351, #UC-1352, #UC-1354, #UC-1355, #UC-1357; #UC-1358, #UC-1359, #UC-1360, #UC-1361, #UC-1362, #UC-1363, #UC-1364; #UC-1365, #UC-1366 pursuant to Education Code Section 44929.21(b)

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

7. Approve Regular Minutes of February 13, 2024

1-6

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

8. Student Representative Reports:

8.1 Kimball High: Harleen Kaur; **Alternative Education:** Joshua Diaz; **West High:**

Noah Watkins, Kaelyn Garcia; **Tracy High:** Olivia Orcutt

8.2 North School: Diega Cabrerra, Yaretzi Hernandez Garcia, Jocelyn Grajeda Hernandez, Luisana Acevedo Rojas, Adelina Rosas, Adriana Vallejo, Ariana Work; **Freiler School:** McKenna Adamo, Malyna Torres Melton, Sasha Rodriguez, Valentina Villagomez

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

9.1 Hirsch Elementary School

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

10.1 Administrative & Business Services: None

10.2 Education Services

10.2.1 Receive Report on Career Technical Education (CTE) 7

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 received by Tracy Unified.

13.1 Administrative & Business Services:

- 13.1.1** Approve Entertainment, Assembly, Service, Business and Food Vendors **8-9**
- 13.1.2** Approve Accounts Payable Warrants (January 2024) (Separate Cover) **10**
- 13.1.3** Approve Payroll Reports (January 2024) **11-15**
- 13.1.4** Approve Revolving Cash Fund Reports (January 2024) **16-18**
- 13.1.5** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **19-20**
- 13.1.6** Approve Out of State Travel for Director of Food Services and Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in Boston, MA from July 12-17, 2024 **21**

13.2 Educational Services:

- 13.2.1** Approve Agreement for Professional Development for TUSD High School Drama and Theater Departments **22-26**
- 13.2.2** Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2023 - 2024 School Year **27-30**
- 13.2.3** Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program from March 18, 2024, through May 31, 2024 **31-34**
- 13.2.4** Approve Revised School Site Plan and Budget for Remainder of 2023-2024 School Year **35**
- 13.2.5** Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the Remainder of the 2023-2024 School Year **36-39**

- 13.2.6** Approve Agreement for Contract Services between FACES and Monte Vista Middle School beginning March 9, 2024 and ending May 31, 2024 **40-45**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **46-47**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **48-51**
- 13.3.3** Approve Preliminary Administrative Intern Credential Agreement with Teachers College of San Joaquin **52-55**
- 13.3.4** Approve Fieldwork Placement Agreement with Point Loma Nazarene University **56-65**
- 13.3.5** Approve Student Teaching Clinical Practice Agreement with Point Loma Nazarene University **66-75**
- 13.3.6** Approve Paid Student Internship Agreement with Point Loma Nazarene University **76-86**
- 13.3.7** Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential **87-90**

- 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** Accept Revised Board Policy and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy and Administrative Regulation 3553 Free and Reduced-Price Meals (Second Reading) (Separate Cover) **91**
- 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 Administrative Services **92-93**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.2** Approve Resolution 23-08, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2024-2025 School Year. **94-97**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3** Approve Resolution 23-10, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2024-2025 School Year **98-100**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.4** Adopt Resolution 23-11, Authorizing Reduction or Elimination of Classified Services for the 2024-2025 School Year **101-103**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.5** Approve a Declaration for a Provisional Internship Permit **104-105**
- 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 March 26, 2024

17.2 April 9, 2024

17.3 April 23, 2024

17.4 May 14, 2024

18. Upcoming Events:

18.1 March 11-March 15, 2024

No School, Spring Break

18.2 March 29-April 1, 2024

No School, Spring Recess Holiday

18.3 May 27, 2024

No School, Memorial Day

18.4 May 31, 2024

Last Day of School

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TIME: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
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Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
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3.1 Administrative & Business Services: None.

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3.2.1 Finding of Facts: 23/24#37, 23/24#39, 23/24#41
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Board Waiver: CES #10360101
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Graduation: TISCS #10355626
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Unpaid Leave of Absence for Certificated Employee #UC-1347
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Leave of Absence Requests for Certificated Employees: #UC-1348, #UC-1367, #UC-1368, #UC-1369, #UC-1370, #UC-1371, pursuant to Article XX
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
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Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

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

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

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

6b Report Out of Action Taken on Board Waivers: CES #10360101

3.2.2

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

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

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

7. Approve Regular Minutes of February 13, 2024

1-6

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| 13.2.1 | Approve Agreement for Professional Development for TUSD High School Drama and Theater Departments | 22-26 |
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| 13.2.4 | Approve Revised School Site Plan and Budget for Remainder of 2023-2024 School Year | 32 |
| 13.2.5 | Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the Remainder of the 2023-2024 School Year | 33-36 |

- 13.2.6** Approve Agreement for Contract Services between FACES and Monte Vista Middle School beginning March 9, 2024 and ending May 31, 2024 **37-42**

13.3 Human Resources:

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **43-44**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **45-48**
- 13.3.3** Approve Preliminary Administrative Intern Credential Agreement with Teachers College of San Joaquin **49-52**
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- 14.3.2** Approve Resolution 23-08, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2024-2025 School Year. **91-94**
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- 14.3.3** Approve Resolution 23-10, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2024-2025 School Year **95-97**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.4** Adopt Resolution 23-11, Authorizing Reduction or Elimination of Classified Services for the 2024-2025 School Year **98-100**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.5** Approve a Declaration for a Provisional Internship Permit **101-102**
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

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**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, February 13, 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

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

Board President Abercrombie shared a statement regarding the unjust attack of Jon Waggle on social media sites. The board appreciates Mr. Waggle's dedication. Per article 422 and 422.4 of the penal code, it is a crime to threaten death by any electronic device. Any members of the public engaging in disruptive behavior will be removed from the meeting.

Closed Session: 6a Action Taken on Finding of Facts: 23/24#25, 23/24#26, 23/24#27,
3.2.1 23/24#28, 23/24#30, 23/24#32, 23/24#33, 23/24#34, 23/24#35
Action: Hawkins, Fagin **Vote:** Yes-7; No-0; Absent-0.
6b Report Out of Action Taken on Consider Non-renewal of Coach
3.3.1 Contracts for Employees #UCL- 466, 467, 468, 469, 470, 471, 472, 473
and 474
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6c Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.2 Certificated Employees: #UC-1345, #UC-1346, Pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6d Report Out of Action Taken on Release Probationary Classified
3.3.3 Employee #UCL-475 School Supervision Assistant
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6e Report Out of Action Taken on Release Probationary Classified
3.3.4 Employee #UCL-476 Food Service Worker I
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes: 7. Approve Regular Minutes of January 23, 2024.
Action: Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.

Audience: Chris Munger, Jon Waggle, Dean Reese, Debra Schneider, Kaleigh Felisberto, Taylor Kessler, Richard Newton, Jason Noll, Annabelle Lee, Zachary Boswell, Tony Quintana, Susan Hawkins, Kathleen Noah, Duane Voller, Bob Brownne, Michelle Daniel, Anthony Flores, Alex Aguirre, Barbara Silver, Erin Quintana, Roya Mahiddin, Brittany Ryan, Tammy Peterson, Ivar Bjocralt, Alejandra Herrera, Jake Hallen, Kimberly Rieman, Linsey Castro, Heidi Jara, Melissa Angruano,

Meghan Vasbinder, Melanie Osorio, Joyce Hawkins, Owen Murry, Andrew Johnson, San Juana Rosales, Saifuddin Raniwala, Deena Morrar, Juan Bautista, Brennan DeWitt, Leydu Pena

**Student Rep
Reports:**

8.1 None.

**Recognition &
Presentations:**

9.1 Recognize the Outstanding Employees of the Winter Term for the 2023-2024 School Year

The board recognized Jeanette Tober (9-12), Andrew Johnson (6-8) and Tina Brown (K-5) as Outstanding Certificated Employees; Alex Guerrero (9-12) Anne Langley (6-8) Taylor Kessler (K-5) as Outstanding Classified Employees and Dr. Debra Schneider as the Outstanding Management Employee for the Winter Term of the 2023-2024 School Year. They were presented with certificates.

9.2 Kelly Elementary School

Principal Brittany Ryan and Assistant Principal Anthony Crivello were excited to share how they are increasing access to reading, increasing growth, and increasing the positive school culture at Kelly School. The corrective reading program promotes reading accuracy, it is in alignment with the LCAP goal to prepare students to be college and career ready. This year 169 students have had access to this program. Students exit the program once they no longer need reading support. Students surveyed felt more confident reading upon exit of the program. Leadership students shared the benefits of the after-school tutoring program at Kelly School.

9.3 Poet Elementary School

Albert Strong, Principal of Poet Christian Elementary School, accompanied by Assistant Principal Roya Mahiddin. Leadership students created a PowerPoint showcasing what they love about Poet School. They provide many fun and engaging school activities, and a variety of after school sports, with a community atmosphere due to the smaller school environment. Poet students enjoy the middle school dances created and decorated by leadership. As a TK-8 school, the students grow up together and create long term bonds.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on the Mid-Year LCAP Update for the 2023-2024 Local Control Accountability Plan (Separate Cover)

Dr. Mary Petty, Director of State and Federal Programs provided an LCAP data update and budget overview. LCAP Goal 1 is to prepare all students for college and career readiness. There are 8 metrics in the LCAP. Metric 1B shows 100% of students have sufficient access to standards aligned instructional materials. The mid-year update shows 34% of our students have completed A-G requirements and 53.4% have made progress towards English proficiency. This year we have started a Student Advisory Committee, this is a platform for students to come together and share their opinions. Committee members Jake Hallen and Kylie Goodall shared information. The committee students come from different schools, programs and activities and are collaborating with each

other to get different viewpoints and discuss what they feel is or is not working well at their schools.

10.2.2 Receive Report on the Mid-Year LCAP Update for the 2023-2024 Local Control Accountability Plan for Tracy Charter School (Separate Cover)

Annabelle Lee, Principal of the Tracy Charter School, provided a recap of the LCAP for the Charter. Their metrics and actions are specific to the Charter and their unique school needs as they have a unique way of learning. 100% of their teachers are credentialed in their area of instruction. They have 13 fully implemented Goal 1 action items and 2 partially implemented action items. Goal 2 is to provide a safe and equitable learning environment. For this goal, the school has 5 fully implemented action items and 2 that are partially implemented. They continue to see increased enrollment and are working to market the charter school to the community as an alternate way of learning.

Trustee Hoffert left the meeting at 8:05 P.M.

Trustee Hoffert returned at 8:07 P.M.

**Hearing of
Delegations**

11. Chris Munger, TEA President, was happy to report that the District and TEA have come to a tentative agreement on salary. This agreement provides economic relief while staying fiscally responsible at the same time, bringing closure to a long bargaining cycle.

Heidi Jares, MVMS parent, voiced concerns in terms of safety regarding bullying happening at the school. Fights have occurred causing students to be dismissed early. This is a safety concern. An issue was dismissed because it happened on a Sunday night and the school did not consider it a direct threat. Her child has to walk the hallways knowing there is a bully wanting to attack her. This is heart breaking as a parent. Who will ensure the safety of her daughter. She would like this looked into.

Christine Gomes came to speak about empathy for those that feel they do not have a voice. She has heard a teacher in this district was suspended for expressing empathy for the people of Palestine. We should foster empathy for others and what is happening in other countries. She has also emailed every board member regarding the change in graduation dates. They all say they did not make the decision for change. Jefferson School district is planning their school calendar. She is speaking for her daughter.

Lynsey Castro has two children in the district, she recently pulled one from Monte Vista due to bullying and sexual harassment. She is here as an advocate for the community and, what she feels is, the lack of leadership at MVMS. Her daughter has been bullied by the same boy for a year and a half. This boy has been suspended multiple times. Her daughter's grades have dropped, and she has become depressed. She has learned many families have had similar experiences. She strongly urges the board to look at the number of students that have been pulled out of this school due to lack of leadership there.

Juan Bautista is a junior at THS. Geometry teacher, Mr. Murray, has shown him support and sympathy and taught him what he needed to succeed as a person. He has gone above and beyond, defending, and providing true honesty to those that really need it. It is time to recognize educators like Mr. Murray rather than punish them.

Saifuddin Raniwala has two boys that have gone through THS as students of Mr. Murray. He is concerned why he is being disciplined. There needs to be equal treatment for all teachers. If one teacher can speak on a subject or display any flags, all should be able to. There should be fair treatment to all the teachers.

Amir Hamaudt heard there is a rumor that Mr. Murray is being suspended for showing empathy towards the Palestinian people. You should not suspend a person for speaking about an issue. We need to support and encourage speaking about issues whether it is for or against. We will not stand for the suspension of a teacher for taking a position that is sensitive towards the Palestinian people. He hopes he is very clear.

Brennan DeWitt is speaking regarding Mr. Murray. He is a junior at THS that failed geometry and took it again last year. Mr. Murray helped him to pass the class. Brennan supports Mr. Murray as an amazing teacher that has touched the lives of many students.

Rachael Musharbas wants to be informed and understand the facts. She has received no notice of what is going on. She is a student at West High. Being Arab is the largest part of her identity. A teacher that was raising awareness towards Israel's monstrosities is not the enemy. Students have reported staff displaying the Israeli flag in their classroom representing the brutal murder of her people. Tracy Unified should be helping the Arab demographic during this trying time rather than choosing to remain silent.

Saadia is a parent standing with Mr. Murray who is standing with humanity. She asks why he is suspended. She does not agree with the decision of the principal, and she does not want students to feel they will be punished for standing with humanity. She is very mad. This should not be happening. It is not fair.

Leanna is a former substitute teacher for THS. You can see how the inconsistency of teachers affects the students. If this teacher is suspended, how many subs will they have until the end of the year?

Owen Murray is a teacher at Tracy High School. He wants to make it clear that Jon Waggle is not a racist and he feels there are some misunderstandings. He felt like an Afghani immigrant was given unfair treatment due to unconscious bias and he felt he was the better teacher for the student. He thought Mr. Waggle had made a wrong decision. He was upset and admits he had said some things in an email. He was trying to take a stand for a Muslim American student.

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

- Consent Items:**
- 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Fagin, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
 - 13.1 **Administrative & Business Services:**
 - 13.1.1 Approve Entertainment, Assembly, Service, Business and Food Vendors
 - 13.1.2 Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete, and Surplus Furniture, Computers, and Equipment through Disposal Service
 - 13.1.3 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
 - 13.1.4 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.2 **Educational Services:**
 - 13.2.1 Approve Agreement with Alma Speech Language Pathology dba Alma Language and Literacy for an Independent Educational Evaluation (IEE) for a Speech Assessment
 - 13.2.2 Approve Agreement with The Learning Owl for an Independent Educational Evaluation (IEE) for an Occupational Therapy Assessment
 - 13.2.3 Approve Overnight Travel for Merrill F. West High School to attend Disneyland in Anaheim, CA on May 17-18, 2024, for Grad Nite Senior Celebration Event
 - 13.2.4 Approve Overnight Travel for the West High School Track and Field Team and Advisors to attend Arcadia Invitational and Tiger Invitational at Arcadia HS and South Pasadena HS, in Arcadia and Pasadena, CA on April 4-7, 2024
 - 13.2.5 Approve Overnight Travel for Merrill F. West High School Track and Field Team and Advisors to attend the West Coast Relays at Buchanan High School, in Clovis, CA on April 12-13, 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
 - 13.3.3 Approve Proposed Revisions to the 2024-2025 Instructional Calendar
- Action Items:**
- 14.1 **Administrative & Business Services:**
 - 14.1.1 Cast Ballot for CSBA 2024 Delegate Assembly Election
Action: Motion by Silcox, Fagin for Kate Powell. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.2 Accept Revised Board Policy and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Revised Board Policy and Administrative Regulation 3553 Free and Reduced-Price Meals (First Reading) (Separate Cover)
Action: Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
 - 14.2 **Educational Services:** None.

14.3 Human Resources:

14.3.1 Approve Revised Job Description for Director of Special Education

Action: Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Kahlon thanked everyone for coming and sharing their thoughts and for tonight's great presentations. Trustee Hoffert congratulated the employees of the Winter term and offered congratulations on the new pay raise. Trustee Fagin points out there are heated issues but he knows there will be a thorough investigation and all the facts will come out. Trustee Alexander enjoyed the presentations and congratulated the employees that received certificates tonight. Trustee Hawkins said as things are happening inside the community, we will get things figured out and make sure they are handled the correct way. Trustee Silcox congratulated the district and TEA for settling on a really good raise. We are all on the same team, even though we have different roles. Sometimes in these situations, misinformation gets out to the public and people act on misinformation without knowing the facts. Trustee Abercrombie expressed that sadly, over the last few years, as a society, people have become less willing to have a respectful conversation with others with differing views. He was recently contacted by a staff member regarding the budget and directed them to contact Dr. Pecot and Ms. Salinas since they have the most knowledge of our funding sources. The staff member felt he should be able to provide the answers so he in turn reached out to obtain the information. The staff member did not like his response and indicated he did not know what he was talking about. It was obvious that this person did not want to know the truth to her questions and only wanted to hear what she had formulated in her mind as the correct answer. Again tonight, we have heard from others presenting their narrative about what has happened to a teacher without knowing the facts. As a result, a dedicated person has been unjustly attacked.

Superintendent Report:

Dr. Pecot began with the positive, we are all relieved to have come to a tentative agreement with TEA. Thank you to Mr. Munger and all the TEA members and a special thanks to Miyoko Masuda and her negotiation team. Dr. Pecot read a statement for the record regarding the misinformation being spread throughout the community. We are aware of the discussions regarding a teacher allegedly suspended for displaying a free Palestine flag in the classroom and that the decision to suspend was the decision of Principal Jon Waggle. This information is false. All personnel matters are confidential, a teacher is on leave to allow the district time to investigate performance and conduct concerns which are unrelated to the displaying of any flag. As a District, we respect and encourage free speech. It is his opinion that Mr. Waggle has performed his duties as principal with respect and integrity, he should not have to have gone through what he has in the last few weeks.

Adjourn: 8:41 P.M.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 15, 2024
SUBJECT: Receive Report on Career Technical Education (CTE)

BACKGROUND: CTE is a program of study that involves a multiyear sequence of courses that integrates core academic knowledge with technical and occupational knowledge to provide students with a pathway to postsecondary education and careers. CTE incorporates soft skills training, problem solving and critical thinking and hard skills training. CTE is content area specific. TUSD currently has 16 different career pathways with 53 different classes in those pathways at our three comprehensive high schools. Students in these classes are exposed to high wages, high demand careers, do career planning and management, learn leadership and teamwork, and do hands-on academics.

RATIONALE: February is National CTE Awareness Month. CTE staff and students would like to bring awareness to the many great things they are doing in their CTE classrooms to the Board and community.

FUNDING: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on Career Technical Education (CTE).

Prepared by: Sam Strube, Director of Adult Education and Career Technical Education.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: February 15, 2024
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
2/27/2024	Varsity Made - School Spirit Clothing , Letterman Jackets and accessories, Will Rorrez 760.807.3028, will@varistymade.com, www.varsitymade.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/1/2024
2/27/2024	Tracy Area Alumnae Chapter of Delta Sigma Theta Sorority Inc - Mentoring and Mental Health Services. Kim Range 202-270-0227, skyhigh2020@gmail.com, tracyareadeltas.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	12/1/2024

To that end, the above list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

FUNDING: Per above summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 6, 2024
SUBJECT: Approve Accounts Payable Warrants (January 2024)

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 (January 2024)

Prepared by: Lori Nelson, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 6, 2024
SUBJECT: Approve Payroll Reports (January 2024)

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 (January 2024).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 01/31/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	5,359,592.22	Teachers' Salaries
		1200	577,713.29	Cert Pupil Support Salaries
		1300	659,068.39	Cert Suprvsrs' & Admins' Sal
		1900	230,301.40	Other Certificated Salaries
		2100	678,702.38	Instructional Aides' Salaries
		2200	1,085,658.30	Classified Support Salaries
		2300	257,245.75	Class Suprvsrs' & Admins' Sal
		2400	613,311.55	Clerical & Office Salaries
		2900	47,746.54	Other Classified Salaries
		Total Labor	9,509,339.82	
Fund	01	SACS Object	Amount	
		3101	1,258,327.74	STRS On 1000 Salaries
		3102	12,528.76	STRS On 2000 Salaries
		3201	64,291.01	PERS On 1000 Salaries
		3202	684,668.39	PERS On 2000 Salaries
		3301	106,917.74	
		3302	194,672.03	
		3401	623,532.57	
		3402	343,452.48	
		3501	3,413.50	State Unemploy On 1000 Salary
		3502	1,339.89	State Unemploy On 2000 Salary
		3601	119,091.33	Worker'S Comp Ins On 1000 Sal
		3602	46,799.28	Worker'S Comp Ins On 2000 Sal
		3701	57,557.72	
		3702	27,146.64	
		3901	167.64	
		Total Contributions	3,543,906.72	
Fund	09	SACS Object	Amount	
		1100	156,952.25	Teachers' Salaries
		1200	10,837.92	Cert Pupil Support Salaries
		1300	10,572.38	Cert Suprvsrs' & Admins' Sal
		2400	13,144.94	Clerical & Office Salaries
		Total Labor	191,507.49	
Fund	09	SACS Object	Amount	
		3101	34,067.19	STRS On 1000 Salaries
		3202	3,507.07	PERS On 2000 Salaries
		3301	2,404.90	
		3302	980.89	
		3401	14,319.71	
		3402	1,606.24	
		3501	89.19	State Unemploy On 1000 Salary
		3502	6.58	State Unemploy On 2000 Salary
		3601	3,111.56	Worker'S Comp Ins On 1000 Sal
		3602	229.31	Worker'S Comp Ins On 2000 Sal
		Total Contributions	60,322.64	
Fund	11	SACS Object	Amount	
		1100	27,260.86	Teachers' Salaries
		1200	8,846.18	Cert Pupil Support Salaries
		1300	12,291.60	Cert Suprvsrs' & 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	668.47	
	3302	1,042.47	
	3401	3,622.48	
	3402	1,996.67	
	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	21,487.36	

Fund 12	SACS Object	Amount	
	2100	30,158.13	Instructional Aides' Salaries
	2300	2,871.87	Class Suprvrs' & Admins' Sal
	2400	4,520.84	Clerical & Office Salaries
	Total Labor	37,550.84	

Fund 12	SACS Object	Amount	
	3102	549.72	STRS On 2000 Salaries
	3202	7,498.01	PERS On 2000 Salaries
	3302	2,416.97	
	3402	1,997.76	
	3502	18.78	State Unemploy On 2000 Salary
	3602	655.07	Worker'S Comp Ins On 2000 Sal
	Total Contributions	13,136.31	

Fund 13	SACS Object	Amount	
	2200	183,904.71	Classified Support Salaries
	2300	46,330.06	Class Suprvrs' & Admins' Sal
	2400	9,304.05	Clerical & Office Salaries
	Total Labor	239,538.82	

Fund 13	SACS Object	Amount	
	3202	57,494.87	PERS On 2000 Salaries
	3302	17,277.31	
	3402	18,677.38	
	3502	119.81	State Unemploy On 2000 Salary
	3602	4,178.77	Worker'S Comp Ins On 2000 Sal
	Total Contributions	97,748.14	

Pay Date 01/10/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	540,804.12	Teachers' Salaries
		1200	649.78	Cert Pupil Support Salaries
		1900	19,617.81	Other Certificated Salaries
		2100	33,087.19	Instructional Aides' Salaries
		2200	121,236.89	Classified Support Salaries
		2400	18,355.76	Clerical & Office Salaries
		2900	6,587.39	Other Classified Salaries
		Total Labor	740,338.94	

Fund	01	SACS Object	Amount	
		3101	71,067.75	STRS On 1000 Salaries
		3201	172.09	PERS On 1000 Salaries
		3202	7,090.11	PERS On 2000 Salaries
		3301	11,720.51	
		3302	11,247.46	
		3501	280.71	State Unemploy On 1000 Salary
		3502	89.66	State Unemploy On 2000 Salary
		3601	9,788.09	Worker'S Comp Ins On 1000 Sal
		3602	3,127.46	Worker'S Comp Ins On 2000 Sal
		Total Contributions	114,583.84	

Fund	09	SACS Object	Amount	
		1100	1,127.80	Teachers' Salaries
		2400	162.78	Clerical & Office Salaries
		Total Labor	1,290.58	

Fund	09	SACS Object	Amount	
		3101	54.97	STRS On 1000 Salaries
		3202	43.43	PERS On 2000 Salaries
		3301	37.35	
		3302	12.45	
		3501	0.56	State Unemploy On 1000 Salary
		3502	0.08	State Unemploy On 2000 Salary
		3601	19.68	Worker'S Comp Ins On 1000 Sal
		3602	2.84	Worker'S Comp Ins On 2000 Sal
		Total Contributions	171.36	

Fund	11	SACS Object	Amount	
		1100	7,253.37	Teachers' Salaries
		1200	649.78	Cert Pupil Support Salaries
		2100	1,055.78	Instructional Aides' Salaries
		2400	1,373.76	Clerical & Office Salaries
		Total Labor	10,332.69	

Fund	11	SACS Object	Amount	
		3101	1,416.47	STRS On 1000 Salaries
		3202	367.23	PERS On 2000 Salaries
		3301	114.58	
		3302	185.86	
		3501	3.94	State Unemploy On 1000 Salary
		3502	1.21	State Unemploy On 2000 Salary
		3601	137.88	Worker'S Comp Ins On 1000 Sal
		3602	42.39	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,269.56	

Fund	12	SACS Object	Amount	
		1100	140.00	Teachers' Salaries
		2100	5,222.39	Instructional Aides' Salaries
		Total Labor	5,362.39	

Fund	12	SACS Object	Amount	
		3202	226.66	PERS On 2000 Salaries
		3301	5.53	
		3302	237.71	
		3501	0.07	State Unemploy On 1000 Salary
		3502	2.61	State Unemploy On 2000 Salary
		3601	2.44	Worker'S Comp Ins On 1000 Sal
		3602	91.12	Worker'S Comp Ins On 2000 Sal
		Total Contributions	566.14	

Fund	13	SACS Object	Amount	
		2200	12,992.53	Classified Support Salaries
		2300	420.00	
		2400	221.60	Clerical & Office Salaries
		Total Labor	13,634.13	

Fund	13	SACS Object	Amount	
		3202	2,218.55	PERS On 2000 Salaries
		3302	876.59	
		3502	6.83	State Unemploy On 2000 Salary
		3602	237.83	Worker'S Comp Ins On 2000 Sal
		Total Contributions	3,339.80	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 6, 2024
SUBJECT: Approve Revolving Cash Fund Reports (January 2024)

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 (January 2024).

Prepared by: Lori Nelson, Director of Financial Services.

02/01/24

TUSD
REVOLVING CASH FUND
January 2024

Date	Num	Name	Memo	Paid Amount
01/08/2024	9996	CALIFORNIA DEPARTMENT OF E...	application fee Sonya Orta	
			po24-01976 app fee Sonya Orta	-35.00
TOTAL				-35.00
01/08/2024	9997	CALIFORNIA DEPARTMENT OF E...	application fee Eddie R. Silva	
			po24-01976 application fee Eddie R. Silva	-35.00
TOTAL				-35.00
01/09/2024	9998	CABE	Conf 2-20-24 TCS Kimberly Elkins	
			09-6266-0-1110-1000-5200-520-6904 Kimberly ...	-740.00
TOTAL				-740.00
01/09/2024	9999	CABE	conf 2-21-24 MCK 3 attendees registration sh...	
			01-3010-0-1110-2140-5200-280-3002 3 attende...	-140.00
TOTAL				-140.00
01/16/2024	10000	ASCA	inv 6332601 po24-01396	
			ramp app fee 01741201110249558008002732 p...	-250.00
TOTAL				-250.00
01/22/2024	10001	CALIFORNIA SCHOOL LIBRARY ...	CONF 1-24-24 MCK Ashley Fisher	
			conf 1-24-24 MCK A.Fisher registration 01-0000...	-595.00
TOTAL				-595.00
01/22/2024	10002	CALIFORNIA SCHOOL LIBRARY ...	CONF 1-24-24 FES Diana Parrales	
			CONF 1-24-24 D.Parrales registration 01-3010-...	-595.00
TOTAL				-595.00
01/23/2024	10003	Family Career & Community Lead...	po24-02148 Student and Advisor Membershi...	
			po24-02148 01-0965-0-6155-100-5800-600-2962	-234.00
TOTAL				-234.00
01/23/2024	10005	CITY OF TRACY	req24-02294 SWP 14 tickets Beauty & The Be...	
			req24-02294 01-3010-0-1110-1000-4300-400-3...	-70.00
TOTAL				-70.00
01/23/2024	10006	TOGO'S	po24-00102 carry out 1/24/24	
			carry out 1/24/24 01-0000-0-0000-7150-4300-81...	-143.86
TOTAL				-143.86

02/01/24

TUSD
REVOLVING CASH FUND
January 2024

Date	Num	Name	Memo	Paid Amount
01/23/2024	10007	CALIFORNIA SCHOOL LIBRARY ...	conf 1-25-24 NES Registration Lorena Sanchez	
			conf 1/25-1/28/24 CSLA reg 01-0000-0-1110-2...	-395.00
TOTAL				-395.00
01/30/2024	10008	Boxwood Technology Inc	inv 4036191 PO24-00117	
			01-0000-0-0000-7400-5811-810-8001	-280.00
TOTAL				-280.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 14, 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 Unified School District:

1. Tracy Unified School District/T/K Program: From the Carol Trifoglio Memorial for the total amount of \$955.00 (ck #'s 147,125,1146,1423,1146,165,4344 and 1175). This donation will go towards the Carol Trifoglio Memorial Scholarship.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Ralph Hayes and Son, Inc. for the total amount of \$5,000.00 (ck #48615). This donation will go towards the Bobby Costa Memorial Scholarship.
2. Tracy Unified School District/Tracy High School: From Yamada Bros for the total amount of \$5,000.00 (ck #4379). This donation will go towards the Bobby Costa Memorial Scholarship
3. Tracy Unified School District/Tracy High School: From Michael & Kim Costa for the total amount of \$500.00 (ck #5869). This donation will go towards the Bobby Costa Memorial Scholarship
4. Tracy Unified School District/Tracy High School: From Peter & Charlene Reece for the total amount of \$500.00 (ck #3898). This donation will go towards the Bobby Costa Memorial Scholarship

5. Tracy Unified School District/Tracy High School: ~~From~~ Frerichs Insurance for the total amount of \$500.00 (ck #008827). This donation will go towards the Bobby Costa Memorial Scholarship
6. Tracy Unified School District/Tracy High School: From Gloriann Farms, Inc. for the total amount of \$500.00 (ck #300185). This donation will go towards the Bobby Costa Memorial Scholarship

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

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: February 8, 2024
SUBJECT: **Approve Out of State Travel for Director of Food Services and Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in Boston, MA from July 12-17, 2024**

BACKGROUND: The Annual National Conference's core mission is to provide professional development for School Nutrition Association members who are dedicated to feeding the nation's school children and building healthy habits that will last a lifetime.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services and Coordinator of Food Service to attend the four-day event attended by over 6,000 school nutrition professionals every July. With more than 100 education sessions, over 800 exhibit booths and a host of networking events, it is known as the School Nutrition Event of the Year.

FUNDING: The estimated total cost for this conference for both the Director of Food Services, Brandy Campbell, and the Coordinator of Food Services, Rachel Pollard, is \$11,500. The estimated cost includes registration, lodging, transportation, and meals. The cost of this conference will be paid using Kitchen Infrastructure and Training Funds (KIT)/Fund 13.

RECOMMENDATION: Approve Out of State Travel for Director of Food Services and the Coordinator of Food Services to Attend the Annual National Conference of the School Nutrition Association in Boston, MA from July 12-17, 2024.

Prepared by: Brandy Campbell, Director of Food Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 15, 2024
SUBJECT: Approve Agreement for Professional Development for TUSD High School Drama and Theater Departments

BACKGROUND: On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The measure required the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2023–24. The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining funds must be used for professional development training, supplies and materials, and arts educational partnership programs, with no more than 1 percent of funds received to be used for an LEA's administrative expenses.

RATIONALE: Tracy Unified School District will provide Professional Development to the TUSD High School Drama and Theater Departments for the 2023-2024 school year.

This contract includes a total of up to 40 hours of professional development and coaching to support Kimball High School, West High School, and Tracy High School.

The professional development and coaching support include up to 40 hours per month. This support includes, but is not limited to:

- Provide clear guidance and support with production preparation.
- Assist with the auditions process.
- Provide teacher content professional development.
- Provide Director guidance and professional development.
- Provide Booster Club 101 professional development.
- Provide Dialect Coaching

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

FUNDING: The total cost for the professional development is \$ 10,000.00 and will be paid by Tracy High, West High, and Kimball High's California Prop 28 funds.

RECOMMENDATION: Approve Agreement for Professional Development for TUSD High School Drama and Theater Departments.

Prepared by: Julianna Stocking, Associate Superintendent of Educational 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 Geri Neylan, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide professional development and coaching to TUSD Drama and Theater departments to include: provide clear guidance and support with production preparation, assist with auditions process, provide teacher content professional development, provide director guidance and professional development, provide Booster Club 101 professional development, and provide dialect coaching.

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 40 hrs per month February 1, 2024 to May 24, 2024, [X] HOURS [] DAYS, under the terms of this agreement at the following location Tracy Unified School District.

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

- a. District shall pay \$ 2500.00 per month per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000 for the term of the contract. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 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.
*(N/A DISTRICT TO WAIVE THIS REQUIREMENT)
 - 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
Prop 28 Funds
Account Number to be Charged
Educational Services
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: February 5, 2024
SUBJECT: Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2023 - 2024 School Year

BACKGROUND: The mission of Quest Science Center in Livermore, CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment, Quest Science Center aims to contribute to a community where science is embraced and celebrated by all.

RATIONALE: This is an extended learning opportunity that aligns with the district's focus on STEM education as well as Bohn's goal to prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career. The projected outcome is to provide dedicated space for hands-on, interactive science technology experiences that complement the district's STEM curriculum. We hope through the collaboration with Quest Science Center we foster a deeper connection between students, families, and the broader community with the world of science. It will provide a unique opportunity for families to actively participate in STEM related activities.

FUNDING: This contract is free to title 1 school.

RECOMMENDATION: Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2023 - 2024 School Year.

Prepared by: Hannah Green, Assistant Principal, Louis Bohn 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 Quest Science 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: Quest science will bring their Engineering Explorations stations
This includes all science materials where students and families can engage in and experience different hands on science activities at Bohn School
They will come on a select evening in March or April. 1 hour set up, 1- 1 1/2 hours for event and 1 hour tear down.

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 1/2 () [X] HOURS [] DAYS, under the terms of this agreement at the following location Louis A. Bohn Elementary School.

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

- a. District shall pay \$0 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$0. 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 March 1, 2024, and shall terminate on May 31, 2024.

5. This agreement may be terminated at any time during the term by either party upon _____ 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, Julianna Stocking, at (209) 830-3202 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:



CEO

Contractor Signature

Title

82-4865787

IRS Identification Number

Quest Science Center

Title

164 N L St, Livermore CA 94550

Address

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: February 15, 2024
SUBJECT: Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program from March 18, 2024, through May 31, 2024

BACKGROUND: Tracy Unified School District provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional intervention in the school setting is necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

RATIONALE: Social and emotional intervention is a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic attendance, or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with F.A.C.E.S. to provide targeted and intensive behavioral health intervention for the TUSD School Readiness Preschool Program using Title 1 funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals. The TUSD Agreement for Special Contract Services between the School Readiness Preschool Program and F.A.C.E.S. is attached here as a separate cover.

FUNDING: The total cost for contracting F.A.C.E.S. to provide Mental Health Services to the TUSD School Readiness Preschool Program will not exceed \$50,000.00. This funding will be paid with California State Preschool funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program from March 18, 2024, through May 31, 2024.

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

TRACY UNIFIED SCHOOL DISTRICT
1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services (F.A.C.E.S.), 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: One counselor to provide Mental Health Services for the School Readiness Preschool Program serving students located at North, South West Park, and Villalobos Preschools from March 18, 2024, through May 31, 2024, at an hourly rate of \$110.00 per hour/\$660.00 per day (6 hours per day, 5 days a week) for a total of up to 62 days, not to exceed \$50,000.00 for the remainder of the 2023-2024 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 62 () [] HOURS [X] DAYS, under the terms of this agreement at the following location North, SW Park, Villalobos PK, McKinley.

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

- a. District shall pay \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 50,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 18, 2024, and shall terminate on May 31, 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, Rocio Garcia, at (209) 830-3294 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
83-0818579	
IRS Identification Number	
Faith in Action Community Education Services	
Title	
401 E. Main Street	
Address	
Stockton, CA 95202	

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 14, 2024
SUBJECT: Approve Revised School Site Plan and Budget for Remainder of 2023-2024 School Year

BACKGROUND: The 2023-2024 School Site Plans and Budgets were approved at the May 9, 2023, board meeting as required by the Every Student Succeeds Act (ESSA). Our continued commitment to be responsive to the ever-changing academic and social-emotional needs of our students has revealed an immediate need to provide continued academic tutoring support to socio-economically disadvantaged students and students at risk of not demonstrating proficiency in grade level academic standards.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Art Freiler School Site Council during the month of February. The change in budget would reduce funding associated with classroom paraprofessional support by \$29,379 as this position is funded by another source, an agreement for additional support and services with Boys and Girls Club by \$4,999 as supplemental reading support if funded by another source, and \$1,622 for substitute teacher cost related to meetings between staff and family. The sum of these funds would be used to contract with F.A.C.E.S. for an academic tutor to provide lunchtime, in class, and after school tutoring support for socio-economically disadvantaged students and students at-risk of not meeting grade level standards.

This agenda item support District strategic goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District strategic goal #3: apply fiscal, operation, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for the Remainder of the 2023-2024 School Year.

Prepared by: Mr. Stephen Theall, Principal, Art Freiler School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 14, 2024
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the Remainder of the 2023-2024 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S.) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide tutoring, extensive social emotional counseling, and behavior services. TUSD schools and F.A.C.E.S. began a partnership in providing behavior technicians to meet the increased social emotional needs of students. F.A.C.E.S. offers campus support through tutoring and mentorship for all students on campus.

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily at Art Freiler School for the remainder of the 2023-24 school year. They will provide tutoring, mentorship, and behavior support to assist success while overcoming academic challenges. This aligns with Strategic Goals #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2 - to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$36,000, will be paid from Title 1 Funds.

RECOMMENDATION: Approve Agreement for Contract Services Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the Remainder of the 2023-2024 School Year.

Prepared by: Mr. Stephen Theall, Principal, Art Freiler 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 Faith in Action Community Education Services (FACES), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide tutoring, extensive social-emotional counseling, and behavior services at Art Freiler School for the 2023-2024 school year. The academic tutor will provide tutoring 7 hours per day, 35 hours per week.

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 60 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Art Freiler School.

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

- a. District shall pay \$600 per [] HOUR [x] DAY [] FLAT RATE, not to exceed a total of \$36,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
- c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 9, 2024, and shall terminate on May 31, 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, Stephen Theall, at (209) 830-3309 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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: February 27, 2024
SUBJECT: Approve Agreement for Contract Services between FACES and Monte Vista Middle School beginning March 9, 2024 and ending May 31, 2024

BACKGROUND: Monte Vista Middle School has a multi-tiered system of student support, both academic and emotional. Last year we noticed an absence of the skills that enable students to be academically, socially, and emotionally prepared to move on to high school. This is due, partially to interrupted learning during the height of the COVID-19 pandemic, when many of our students faced challenging online programs, social isolation, increased media use, and a lack of a set routine.

RATIONALE: This year, we were fortunate to contract with FACES using District Title I carry over funds. This funding ends March 8, 2024. Therefore, we are using site Title I Funds to partially extend our previous contract to May 31, 2024. We are reducing the previous contract by one mentor to make this affordable to Monte Vista.

FUNDING: This contract is to be paid with Site Title I Funding. The contract will not exceed \$33,390 to be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services between FACES and Monte Vista Middle School beginning March 9, 2024 and ending May 31, 2024.

Prepared by: Dr. Barbara Silver, Monte Vista Middle School Principal.

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 Faith In Action Community Education (FACES), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide one full-time behavior specialist from March 9, 2024 to May 31, 2024.
This staff will push into classrooms for behavior services to students throughout the day, including lunches.

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 53 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$90 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$33,390. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on March 9, 2024, and shall terminate on May 31, 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, Barbara Silver, at (209) 830-3340 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:

 CEO
Contractor Signature Title

83-0818579
IRS Identification Number

Title
401 E. Main Street
Address
Stockton CA, 95202

Tracy Unified School District

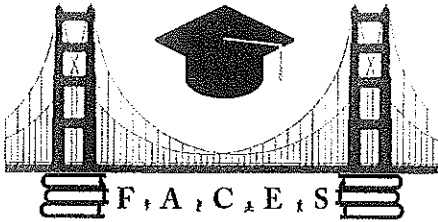
Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Memorandum of Understanding

Between

Faith in Action Community Education Services

And

Monte Vista Middle School

This Memorandum of Understanding (MOU) sets for the terms and understanding between Faith in Action Community Education Services and to provide Behavior services, as well as any other services Monte Vista Middle School needs that F.A.C.E.S. provides for the 2022-2023 school year.

Background

This partnership is important because F.A.C.E.S. wants to build a relationship and grow with Monte Vista Middle School, as a direct service provider as services are needed.

Purpose

This MOU will be set in place to allow Faith in Action Community Education to provide direct Behavior services with one full-time staff on site, at Monte Vista Middle School.

Funding

This MOU certifies that services will be provided for 53 days of school from March 9th, 2024-May 31st, 2024 at an hourly rate of \$90.00 per hour for a total of 7 hours day, totaling but not to exceed \$33,390. Invoices from F.A.C.E.S will be sent out twice a month on the last day of the month and on the 15th of the month and that payments from Monte Vista Middle School will be paid on a net 30-payment term, or one month after invoices have been sent from F.A.C.E.S. billing department. Monte Vista Middle School also has the option to make the payment in full if agreed upon by an authorized official from Monte Vista Middle School.

📍 401 E. Main Street
Stockton, CA 95202
☎ 209.870.9471
✉ info@FACESedu.org
🌐 **FACESedu.org**



Duration

This MOU is at-will and may be modified by any authorized official from Monte Vista Middle School. This MOU shall become effective upon signature by the authorized officials from Monte Vista Middle School and will remain in effect until modified or terminated by any one of the Authorized officials from Monte Vista Middle School or Authorized official from F.A.C.E.S.

Contact Information

Faith in Action Community Education Services

Joshua Brown

CEO

401 E. Main St. Stockton, CA 95202

(209) 870-0471

jbrown.faceded@gmail.com

Monte Vista Middle School

Dr. Barbara Silver

751 W. Lowell Ave, Tracy, CA 95376

(209) 830-3340

bsilver@tusd.net

(F.A.C.E.S. representative signature)
(Partner name, organization, position)

(Monte Vista Middle School
representativesignature)(Partner name,
organization, position)

Date: _____

Date: _____

📍 401 E. Main Street
Stockton, CA 95202
☎ 209.870.0471
✉ info@FACESedu.org
🌐 FACESedu.org



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 16, 2024
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Canelo, Rosa Linda	DEC/HR	2/5/24	Accepted position

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arellano, Genaro Irrigation Bus Custodian	MOT	2/2/2024	Personal
Durant, Kaylee Clerk Typist I	DEC	2/25/24	Accepted Position
Barrera, Dina Utility Person II	JES	2/10/24	Personal
Kapse, Manju Special Education Para Educator	JES	1/31/24	Personal

Orihuela, Lizbeth
Para Educator I

GKES

2/24/24

Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 27, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Canelo, Rosa Linda

Smit, Sharon

BACKGROUND:

Mazzurco, Teresa

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Human Resources
Personnel Technician for
Certificated/Classified Employees
(Replacement)
LMH 13, Step E -\$38.40
Fund: General Fund

Program Specialist (Replacement)
LME 47, Step E - \$61,928.00
Fund: ELO Grant

CERTIFICATED

Central/McKinley Elementary
RSP TK-8 Mild/Moderate (Replacement)
"B", Class IV, Step 15 - \$36,642.00
Fund: Special Education

BACKGROUND:

Arias, Fernando

Durant, Kaylee

Hallman, Jessica

Medina Bautista, Jessica

Gaudreau, Jennifer

Quintanilla, Laurie

CLASSIFIED

Bus Driver (Replacement)
Transportation
Range 38, Step E - \$29.15
Funding: Special Education Transportation

Jacobson Elementary School
Attendance Clerk
Range 28, Step C - \$20.99 per hour
Fund: General

Adult Ed Paraprofessional I (New)
Tracy Adult School
Range 24, Step B - \$20.99 per hour
Funding: Adult Education

Food Service Worker (New)
Tracy High
Range 25, Step C - \$19.55 per hour
Funding: Child Nutrition School Program

Special Education Para Educator (Replacement)
Special Education Adaptive PE
Range 27, Step E - \$22.53 per hour
Funding: Special Education

Food Service Worker (Replacement)
Art Freiler
Range 25, Step E - \$21.49 per hour
Funding: Child Nutrition School Program

BACKGROUND:

Alger, Brandi

Alger, Brandi

Alger, Brandi

COACHES

Stein High School
Co-ed Basketball Assistant
\$1,225.66

Stein High School
Co-ed Soccer Assistant
\$1,225.66

Stein High School
Co-ed Volleyball Assistant
\$1,225.66

Chavarria, Brandy	Stein High School Co-ed Flag Football Assistant \$1,225.66
Chavarria, Brandy	Stein High School Co-ed Soccer Head \$2,451.31
Doran, Rebekah	Tracy High School Swim Head \$5,883.17
Haliczer, Denise	West High School Swim Assistant \$4,522.69
Moss, John	Stein High School Co-ed Basketball Head \$2,451.31
Moss, John	Stein High School Co-ed Volleyball Head \$2,451.31
Renshaw, David	West High School Track & Field Assistant \$5,429.67
Stevens, Joclyn	West High School Swim Assistant \$4,522.69
Sundquist, Derek	West High School JV Softball \$5,067.69
Uecker, Desirae	Kimball High School Track & Field Assistant \$5,429.67
Vallotton, David	Stein High School Co-ed Dodgeball Head \$2,451.31

Vallotton, David

Stein High School
Co-ed Flag Football Head
\$2,451.31

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: February 16, 2024
RE: Approve Preliminary Administrative Intern Credential Agreement with Teachers College of San Joaquin

BACKGROUND: Teachers College of San Joaquin offers an Administrative Preliminary Credential Program. This program allows students to obtain an Intern Administrative Services credential while they work on completing the CTC (California Commission on Teacher Credentialing) requirements to later earn their Preliminary Administrative Services credential. This agreement is valid from July 1, 2024, through June 30, 2026.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for administrative positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: None.

RECOMMENDATION: Approve Preliminary Administrative Intern Credential Agreement with Teachers College of San Joaquin.

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



TEACHERS COLLEGE
of SAN JOAQUIN
2721 Transworld Drive, Stockton CA 95206

Preliminary Administrative Services Intern Credential Program Co-Sponsor Agreement 2024 - 2026 (Academic Years)

This agreement, by and between Teachers College of San Joaquin's Preliminary Administrative Services Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor), and the employing agency for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a California Commission on Teacher Credentialing (CCTC) approved university administrative preparation program and is forming a partnership with the local education agency who supports candidates in fieldwork as a component of the Preliminary Administrative Services Credential program.

When hiring an intern, a co-sponsor agreement between an employing agency and a CCTC-approved Program Sponsor must be in place to comply with CCTC requirements. Teachers College of San Joaquin is a division within the San Joaquin County Office of Education.

Terms of Agreement:

The effective dates of this Co-Sponsor Agreement are for the academic years July 1, 2024 - June 30, 2026. Either party may terminate this agreement by submitting written notice to the other party.

General Partnership Agreements:

- A. TCSJ understands that the educational record of the candidate in the Preliminary Administrative Services Credential program, employed by an education agency, is protected by The Family Educational Rights and Privacy Act (FERPA). As a result of this Co-Sponsor Agreement, the local education agency has a legitimate educational interest in determining the professional responsibility of the preliminary administrator candidate. TCSJ agrees to protect the privacy of educational records concerning any candidate and will not transmit, share, or disclose any such records without the candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31);**
- B. Interns enrolled in the TCSJ Preliminary Administrative Services Intern Credential Program must:
 - a. Be employed in a setting where video capture is permitted for candidate reflection and completion of the California Administrator Performance Assessments (CalAPAs);
 - b. Be employed in a setting that will enable the candidate to demonstrate beginning mastery of all California Administrator Performance Expectations (CAPEs).

Responsibilities of the Program Sponsor, Teachers College of San Joaquin (TCSJ):

The Teachers College of San Joaquin (TCSJ) Preliminary Administrative Services Intern Credential program acknowledges and agrees to:

- A. Provide a Program Coordinator for the Administrative Services Credential Program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for administrative interns throughout the program, including a coach for the administrative intern;
- C. Provide program information, training, and support to the TCSJ administrative intern's coach;
- D. Collaborate with the administrative intern's evaluator in supporting the intern's growth and progress;
- E. Process the Administrative Intern Credential for the intern enrolled in the preliminary administrative services program at TCSJ;
- F. Process the Preliminary Administrative Credential for the intern upon successful completion of the administrative services program at TCSJ.

Responsibilities of District:

The employing district acknowledges and agrees to:

- A. Collaborate with the TCSJ Program Coordinator to evaluate the intern's progress;
- B. Comply with the CCTC-approved Preliminary Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ representatives as needed (listed at the bottom of this Co-Sponsor Agreement);
- D. Ensure the intern candidate is an administrator of record in a minimum .5 FTE capacity;
- E. Enable the candidate to attend TCSJ classes on time (5:00pm start) for the completion of requirements for the TCSJ Preliminary Administrative Services Intern program.
- F. Should a candidate not meet the requirements of the TCSJ Preliminary Administrative Services Intern Program, including timely payment of tuition, the program may drop the candidate, which we acknowledge may create employment issues for the employing agency. Program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.
- G. Candidates will pay tuition/fees during their enrollment in the program and, if appropriate, the employer will assist the TCSJ Student Accounts Office to establish monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing". The employing agency is not responsible for non-payment by the intern.
- H. All university provided coaches are employees of the San Joaquin County Office of Education and have appropriate clearances (TB & fingerprints) for educational settings. If additional clearance is required, the employing agency will assume the related costs.

Certification of Non-Employee Status:

- A. Teachers College of San Joaquin certifies that at all times TCSJ is acting as an independent contractor and not as employee of the district;
- B. TCSJ agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ is not entitled to any such benefits.

TCSJ Right of Retention:

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind created in the scope of services performed. No other use will be allowed except with permission from TCSJ. Proprietary materials will be exempted from this clause.

Indemnification

TCSJ shall defend, indemnify and hold the Employing Agency and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ, its officials, agents or employees. TCSJ will provide insurance documentation for their Field Supervisors as specified on Exhibit 1.

Employing Agency shall defend, indemnify and hold performance of TCSJ and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employing Agency, its officials, agents or employees.

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

☐ County Office of
Education

☒ District

☐ Charter
Organization

☐ Non-Public
School

☐ Private School

CDS Code (7 or 14 digit) 39-75499

Name of Agency: TRACY UNIFIED SCHOOL DISTRICT

Mailing Address: 1875 W. LOWELL AVE., TRACY, CA 95376

Contact Person: ANTONIA VELASCO

Telephone: 209-830-3260 Email: avelasco@tusd.net

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2024-2026 academic years.

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOC. SUPT FOR HUMAN RESOURCES

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

If you have any questions, please contact:

**Administrative Services
Coordinator**
Myra Gardea-Hernández, Ed.D.
mgardeahernandez@sjcoe.net
209-468-9190

**Administrative Services
Coordinator**
Anne-Marie Mason, M.Ed.
anmason@sjcoe.net
209-468-9172

**Graduate Studies
Support**
Sonnette Anderson
sganderson@sjcoe.net
209-953-2126

An Administrative Services Intern Credential will not be processed without a current signed Co-Sponsor Agreement on file.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 13, 2024
RE: Approve Fieldwork Placement Agreement with Point Loma Nazarene University

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between Point Loma Nazarene University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective February 28, 2024, through August 31, 2026

RATIONALE: Students working on their field experience will be placed with fully credentialed personnel within our District who are qualified to supervise these students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Fieldwork Placement Agreement with Point Loma Nazarene University.

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

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Tracy Unified School District** (the "District").

Whereas, the University's curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher ("collectively, "Fieldwork Candidates");

Whereas, the District wishes to aid in the educational development of the University's Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate's other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate ("District Site Supervisor"). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District's faculty.
 - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.
 - 3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.

4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
 5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CTC").
- E. The University's Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the "PLNU Site Supervisor") in accordance with all CTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor's major responsibilities include, but are not limited to:
1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
 2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Fieldwork Candidate's progress.
 5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
 6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
 8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District's confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to relevant information, documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Fieldwork Candidates

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate's performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Fieldwork Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the District's students or personnel, the

District shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to University performing any portion of the Agreement.

VII. Insurance

University shall procure and maintain at all times it performs any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 3,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$ 1,000,000
Abuse and Molestation Insurance	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 5,000,000

1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect University and District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by SAUSD.)
2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees and students performing any portion of the Agreement in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the services. That policy shall provide employer's liability coverage per accident for bodily injury or disease.
3. **Abuse and Molestation Insurance.** Abuse and Molestation Insurance shall protect University and District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, student placement, training, and supervising practices by University.

Proof of Insurance. University shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured

under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4. An endorsement stating that University's insurance policies shall be primary to any insurance or self-insurance maintained by District.
5. An endorsement stating that there shall be a waiver of any subrogation against District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
6. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.
7. University's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

VIII. Indemnification

To the furthest extent permitted by California law, University shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of University and its students participating in the program that is the subject of this Agreement. University shall, to the furthest extent permitted by California law, defend the Indemnified Parties at University's own expense, from any and all claim(s) and allegations relating thereto with counsel approved by the District where such approval is not to be unreasonably withheld.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **February 28, 2024, through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW]

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

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Tammy Jalique _____

Address (Print): 1875 W Lowell Ave., Tracy, CA 95376

Title: Associate Superintendent for Human Resources

Authorized Signature Date: _____

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I certify to the District governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of University. I certify that University has taken or will take the following actions with respect to the Agreement:

University has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of its employees, agents, students, interns, and representatives who may interact with District pupils during the Term of the Agreement without District pupils being under the immediate control and supervision of a District employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, students, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of University's employees, students, agents, interns, and representatives who may have contact with District pupils during the Term of the Agreement is attached hereto.

University's responsibility for criminal background clearance extends to all of its employees, agents, students, interns, and representatives who will interact with District pupils that are not under the immediate control and supervision of District employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of University. University shall not allow any person for whom the District has not received satisfactory written verification of compliance to interact with District pupils whether on or off District property for any purpose related to or arising out of this Agreement.

University: _____ Date: _____

Signature: _____

Print Name: _____

ATTACHMENT
List of University Agents

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

If further space is required for the list of employees/interns/agents, attach additional copies of this page.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 13, 2024
RE: Approve Student Teaching Clinical Practice Agreement with Point Loma Nazarene University

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between Point Loma Nazarene University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective February 28, 2024, through August 31, 2026.

RATIONALE: Students working on their clinical experience will be placed with fully credentialed personnel within our District who are qualified to supervise these students. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Student Teaching Clinical Practice Agreement with Point Loma Nazarene University.

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

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

**Student Teaching/Clinical Practice Partnership Agreement with Cooperating School
District**

This Student Teaching/Clinical Practice Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Tracy Unified School District** (the "District").

Whereas, the University's curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher ("Student Teaching/Clinical Practice"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a "Student Teaching/Clinical Practice Candidate") for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate's normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate's other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.
- F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical

Practice Candidate (a "Cooperating Teacher"). Cooperating Teachers shall meet the following criteria:

1. The Cooperating Teacher shall be a full-time member of the District's faculty.
 2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.
 3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.
 4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.
 5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CTC").
- G. The Dean of the University's School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the "University Supervisor") in accordance with all CTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor's major responsibilities include, but are not limited to:
1. Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.
 2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Student Teaching/Clinical Practice Candidate's progress.
 5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.
 6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.
 8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.
- H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District's confidentiality requirements and policies, the District shall allow the Student Teaching/Clinical Practice Candidate access to relevant information, documentation and reports.

- I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their student teaching experience and for the duration of their student teaching experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to University performing any portion of the Agreement.

VII. Insurance

University shall procure and maintain at all times it performs any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 3,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$ 1,000,000
Abuse and Molestation Insurance	
Each Occurrence	\$ 2,000,000
General Aggregate	\$ 5,000,000

1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect University and District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by SAUSD.)
2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees and students performing any portion of the Agreement in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the services. That policy shall provide employer's liability coverage per accident for bodily injury or disease.
3. **Abuse and Molestation Insurance.** Abuse and Molestation Insurance shall protect University and District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, student placement, training, and supervising practices by University.

Proof of Insurance. University shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. An endorsement stating that University's insurance policies shall be primary to any insurance or self-insurance maintained by District.
5. An endorsement stating that there shall be a waiver of any subrogation against District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
6. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.
7. University's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

VIII. Indemnification

To the furthest extent permitted by California law, University shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of University and its students participating in the program that is the subject of this Agreement. University shall, to the furthest extent permitted by California law, defend the Indemnified Parties at University's own expense, from any and all claim(s) and allegations relating thereto with counsel approved by the District where such approval is not to be unreasonably withheld.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **February 28, 2024, through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW]

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

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Tammy Jalique _____

Address (Print): 1875 W. Lowell Ave., Tracy, CA 95376

Title: Associate Superintendent for Human Resources

Authorized Signature Date: _____

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I certify to the District governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of University. I certify that University has taken or will take the following actions with respect to the Agreement:

University has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of its employees, agents, students, interns, and representatives who may interact with District pupils during the Term of the Agreement without District pupils being under the immediate control and supervision of a District employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, students, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of University's employees, students, agents, interns, and representatives who may have contact with District pupils during the Term of the Agreement is attached hereto.

University's responsibility for criminal background clearance extends to all of its employees, agents, students, interns, and representatives who will interact with District pupils that are not under the immediate control and supervision of District employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of University. University shall not allow any person for whom the District has not received satisfactory written verification of compliance to interact with District pupils whether on or off District property for any purpose related to or arising out of this Agreement.

University: _____ Date: _____

Signature: _____

Print Name: _____

ATTACHMENT
List of University Agents

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

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Name: _____

If further space is required for the list of employees/interns/agents, attach additional copies of this page.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 13, 2024
RE: Approve Paid Student Internship Agreement with Point Loma Nazarene University

BACKGROUND: Tracy Unified School District currently employs interns through a variety of colleges, universities, and programs. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. An agreement with Point Loma Nazarene University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be valid from February 28, 2024, through August 31, 2026.

RATIONALE: By approving this agreement with Point Loma Nazarene University, the District will expand its pool of applicants. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Paid Student Internship Agreement with Point Loma Nazarene University.

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

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Teaching Internship Agreement with Cooperating School District

This Internship Agreement ("Agreement") is entered into between Point Loma Nazarene University ("PLNU" or "University") and the **Tracy Unified School District** (the "District").

Whereas, the University's intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach ("Internship"); and

Whereas, the District wishes to aid in the educational development of the University's students and is willing to employ and support Internships by providing designated and qualified District personnel as support ("District Provided Coach(es)"); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an "Intern" or "Teaching Intern"). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing ("CTC").
- E. The District may reduce Intern pay by up to 1/8 of its total to pay for District personnel to supervise Intern, provided that Intern salaries prior to any reduction are equal to or exceed the minimum base salary paid to a regular certificated employee. If the District reduces Intern salaries in accordance with this section, no more than eight interns may be advised by a single District support person.

- F. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CTC guidelines.
- G. The District will provide sufficient resources to support Internships, including designated time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- H. The District will provide Interns with clear terms of employment in writing no later than the first day the Intern is to report for work. This notice shall identify and include contact information about the Intern's District Provided Coach.
- I. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- J. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- K. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- L. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- M. The District will not hire Interns for positions that displace certificated employees.
- N. Each Intern Certificate will be valid for a period of up to two years.
Exceptions include:
 - 1. Certificates are valid up to three years if the Intern is participating in a program leading to the attainment of a specialist credential to teach students.
 - 2. Certificates are valid up to four years if the Intern is participating in a District intern program leading to the attainment of both a multiple or single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.
- O. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf

of the University ("University Supervisor"). This shall be done at the University's sole expense.

B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:

1. Bachelors' degree from an accredited school of higher education
2. Subject matter competency
3. Passage of California Basic Educational Skills Test ("CBEST")
4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
5. Completion of 120 pre-service hours

The University will make an application for the intern credential for those meeting the requirements.

C. The University will enhance the Intern's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.

D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern's designated classroom to assist and support the Teaching Intern.

E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern's work with students who require specialized or modified instruction in both the English language and their academic courses ("English Learners").

F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.

G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern's performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection, acceptance or participation by any Teaching Intern pursuant to this Agreement on the basis of any characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to University performing any portion of the Agreement.

VII. Insurance

University shall procure and maintain at all times it performs any portion of the Agreement the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 1,000,000 \$ 3,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation Insurance	Statutory Limits
Employer's Liability Insurance	\$ 1,000,000
Abuse and Molestation Insurance Each Occurrence General Aggregate	 \$ 2,000,000 \$ 5,000,000

1. **Commercial General Liability and Automobile Liability Insurance.**
Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect University and District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical

payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by SAUSD.)

2. **Workers' Compensation and Employer's Liability Insurance.** Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees and students performing any portion of the Agreement in accordance with provisions of section 3700 of the California Labor Code. If any class of employee or employees engaged in performing any portion of the services under this Agreement are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the services. That policy shall provide employer's liability coverage per accident for bodily injury or disease.

3. **Abuse and Molestation Insurance.** Abuse and Molestation Insurance shall protect University and District from all claims of bodily injury (including emotional distress), personal injury, or advertising injury because of sexual abuse, molestation, or exploitation arising out of negligent hiring, student placement, training, and supervising practices by University.

Proof of Insurance. University shall not commence performing any portion of the Agreement until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. Certificates and insurance policies shall include the following:

1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
2. An endorsement for each policy stating that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.
3. An endorsement stating that District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employer's Liability Insurance. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. An endorsement stating that University's insurance policies shall be primary to any insurance or self-insurance maintained by District.
5. An endorsement stating that there shall be a waiver of any subrogation against District and its respective elected officials, officers, employees, agents, representatives, contractors, trustees, and volunteers.
6. All policies except the Professional Liability, Workers' Compensation, and Employer's Liability Insurance Policies shall be written on an occurrence form.

7. University's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to District.

VIII. Indemnification

To the furthest extent permitted by California law, University shall indemnify and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of University and its students participating in the program that is the subject of this Agreement. University shall, to the furthest extent permitted by California law, defend the Indemnified Parties at University's own expense, from any and all claim(s) and allegations relating thereto with counsel approved by the District where such approval is not to be unreasonably withheld.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **February 28, 2024, through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor

exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

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

[Signature block on following page (page 8)]

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

Authorized Signature Date: _____

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): Tammy Jalique

Address (Print): 1875 W Lowell Ave., Tracy, CA 95376

Title: Personnel Analyst

Authorized Signature Date: _____

FINGERPRINT AND CRIMINAL BACKGROUND CHECK CERTIFICATION

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

I certify to the District governing board that I am familiar with the facts herein certified, and I am authorized and qualified to execute this certificate on behalf of University. I certify that University has taken or will take the following actions with respect to the Agreement:

University has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all of its employees, agents, students, interns, and representatives who may interact with District pupils during the Term of the Agreement without District pupils being under the immediate control and supervision of a District employee or with a pupil's parent/guardian, and the California Department of Justice has determined that none of those employees, students, interns, agents or representatives has been convicted of a felony, as that term is defined in Education Code section 45122.1.

A complete and accurate list of University's employees, students, agents, interns, and representatives who may have contact with District pupils during the Term of the Agreement is attached hereto.

University's responsibility for criminal background clearance extends to all of its employees, agents, students, interns, and representatives who will interact with District pupils that are not under the immediate control and supervision of District employees or a pupil's parent or guardian, regardless of whether they are designated as employees or acting as independent contractors of University. University shall not allow any person for whom the District has not received satisfactory written verification of compliance to interact with District pupils whether on or off District property for any purpose related to or arising out of this Agreement.

University: _____ Date: _____

Signature: _____

Print Name: _____

ATTACHMENT
List of University Agents

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

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Name: _____

Name: _____

If further space is required for the list of employees/interns/agents, attach additional copies of this page.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: February 16, 2024
RE: **Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential**

BACKGROUND: Teachers College of San Joaquin offers an Administrative Preliminary Credential Program. This program requires teachers enrolled in the program to spend twelve (12) days through the course of the school year to work as a "student administrator" at a school site in their district, or partner district. Teachers College of San Joaquin will bear the cost of the substitute required for the absence not to exceed \$150.00 per day. This agreement is valid from July 1, 2024 through June 30, 2026

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: None.

RECOMMENDATION: Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential.

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



TEACHERS COLLEGE
of SAN JOAQUIN
2721 Transworld Drive, Stockton CA 95206

Preliminary Administrative Services Credential Program

Co-Sponsor Agreement

2024 – 2026 (Academic Years)

This agreement, by and between Teachers College of San Joaquin's Preliminary Administrative Services Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor), and the employing agency for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a California Commission on Teacher Credentialing (CCTC) approved university administrative preparation program and is forming a partnership with the local education agency who supports candidates in fieldwork as a component of the Preliminary Administrative Services Credential program.

Terms of Agreement:

The effective dates of this Co-Sponsor Agreement are for the academic years July 1, 2024 - June 30, 2026. Either party may terminate this agreement by submitting written notice to the other party.

General Partnership Agreements:

- A. TCSJ understands that the educational record of the candidate in the Preliminary Administrative Services Credential program, employed by an education agency, is protected by The Family Educational Rights and Privacy Act (FERPA). As a result of this Co-Sponsor Agreement, the local education agency has a legitimate educational interest in determining the professional responsibility of the preliminary administrator candidate. TCSJ agrees to protect the privacy of educational records concerning any candidate and will not transmit, share, or disclose any such records without the candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31);**
- B. Candidates enrolled in the Preliminary Administrative Services Credential program must:
 - a. Be employed in or have access to a setting where video capture is permitted for candidate reflection and completion of the California Administrator Performance Assessments (CalAPAs).

Responsibilities of the Program Sponsor, Teachers College of San Joaquin (TCSJ):

The Teachers College of San Joaquin (TCSJ) Preliminary Administrative Services Credential program acknowledges and agrees to:

- A. Provide a Program Coordinator for the Administrative Services Credential program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for candidates throughout the program;
- C. Provide program information, training, and support to fieldwork supervisors;
- D. Assign fieldwork placements in collaboration with participating district;
- E. Collaborate with fieldwork supervisors in supporting the candidate's growth and achievement;
- F. Process the Preliminary Administrative Services Credential or Certificate of Eligibility for candidates who successfully complete the administrative services program at TCSJ.

Responsibilities of District:

The employing district acknowledges and agrees to:

- A. Collaborate with the TCSJ Program Coordinator to identify and select fieldwork supervisor(s) for the district candidate(s);
- B. Comply with the CCTC-approved Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ representatives as needed (listed at the bottom of this Co-Sponsor Agreement).



SAN JOAQUIN COUNTY
OFFICE OF EDUCATION

Page 1 of 3
Revised 01/19/2024

Compensation:

Candidates in this program are required to spend twelve (12) days throughout the course of the school year working as a "student administrator" at a school site in their district or a partnering district. The TCSJ program will reimburse the candidate's district for the cost of a substitute (up to \$150.00 per day). Candidates submit logs of their fieldwork days at the end of the semester. Thereupon, TCSJ will send notification to the district for reimbursement.

Certification of Non-Employee Status:

- A. Teachers College of San Joaquin certifies that at all times TCSJ is acting as an independent contractor and not as employee of the district;
- B. TCSJ agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ is not entitled to any such benefits.

TCSJ Right of Retention:

TCSJ shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind created in the scope of services performed. No other use will be allowed except with permission from TCSJ. Proprietary materials will be exempted from this clause.

Indemnification

TCSJ shall defend, indemnify and hold the Employing Agency and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of TCSJ, its officials, agents or employees. TCSJ will provide insurance documentation for their Field Supervisors per Exhibit 1.

Employing Agency shall defend, indemnify and hold performance of TCSJ and its officials, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the this agreement, but only in proportion to and to the extent such liability, loss, expense attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Employing Agency, its officials, agents or employees.

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

☐ County Office of
Education

☒ District

☐ Charter
Organization

☐ Non-Public
School

☐ Private School

CDS Code (7 or 14 digit) 39-75499

Name of Agency: TRACY UNIFIED SCHOOL DISTRICT

Mailing Address: 1875 W LOWELL AVE., TRACY, CA 95376

Contact Person: ANTONIA VELASCO

Telephone: 209-830-3260 Email: avelasco@tusd.net

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2024-2026 academic years.

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOC. SUPT. FOR HUMAN RESOURCES

Signature of Approving Official: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

If you have any questions, please contact:

**Administrative Services
Coordinator**

Myra Gardea-Hernández, Ed.D.
mgardeahernandez@sjcoe.net
209-468-9190

**Administrative Services
Coordinator**

Anne-Marie Mason, M.Ed.
anmason@sjcoe.net
209-468-9172

**Graduate Studies
Support**

Sonnette Anderson
sganderson@sjcoe.net
209-953-2126

Candidates will not be provided a fieldwork placement as part of their program standards without a current signed Co-Sponsor Agreement on file.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: February 14, 2024
SUBJECT: **Accept Revised Board Policy and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy and Administrative Regulation 3553 Free and Reduced-Price Meals (Second Reading)**

BACKGROUND: Existing Board Policies and Administrative Regulations related to school nutrition are no longer current due to recent changes to school nutrition programs at the state and federal level.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy and Administrative Regulation 3553 Free and Reduced-Price Meals to reflect updated laws and language pertaining to school nutrition programs.

FUNDING: There is no cost.

RECOMMENDATION: Accept Revised Board Policy and Administrative Regulation 3551 Food Service Operations/Cafeteria Fund and Board Policy and Administrative Regulation 3553 Free and Reduced-Price Meals (Second Reading).

Prepared by: Brandy Campbell, Director of Food Services.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: February 7, 2024
RE: **Approve a Variable Term Waiver for Administrative Services**

BACKGROUND: This request for Variable term waiver is for a previously approved item that was granted at the August 22, 2023, meeting.

RATIONALE: This request for a new approval is needed as the CTC (Commission on Teacher Credentialing) requested additional documentation to be submitted. Due to the delay of documentation, the candidate was unable to meet the January 31, 2024, deadline.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services.

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 renewal while the individual below works on completing the remaining requirements to obtain an Administrative Services credential. The individual(s) will be provided with orientation, guidance, and assistance during the valid period of the waiver.

Adrien Faamausili; Special Education; Program Specialist

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 14, 2023
SUBJECT: **Approve Resolution 23-08, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2024-2025 School Year**

BACKGROUND: Pursuant to Education Codes 44949 and 44955, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District.

RATIONALE: Reduction or discontinuance of particular kinds of service is needed to address staffing needs and budget concerns for the 2024-2025 school year.

FUNDING: None.

RECOMMENDATION: Approve Resolution 23-08, Authorizing Reduction and Elimination of Particular Kinds of Certificated Services for the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 23-08

**REDUCTION AND ELIMINATION
OF PARTICULAR KINDS OF CERTIFICATED SERVICES
FOR THE 2024-2025 SCHOOL YEAR**

WHEREAS, Education Code section 44955 permits the Governing Board to reduce or discontinue particular kinds of services not later than the beginning of the next school year; and

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to decrease the following programs and services of the District no later than the beginning of the 2024-2025 school year; and

WHEREAS, it shall be necessary to terminate at the end of the 2023-2024 school year the employment of certain certificated employees of the District as a result of the elimination of the programs and services; and

WHEREAS, the Governing Board of the Tracy Unified School District has further determined that among employees who first rendered paid service to the District on the same day, the order of termination will be based solely on the needs of the District and students thereof;

THEREFORE, BE IT RESOLVED by the Governing Board of the Tracy Unified School District that the following particular kinds of services shall be reduced or eliminated no later than the beginning of the 2024-2025 school year:

PARTICULAR KIND OF SERVICE	NUMBER OF FULL TIME (FTE) POSITIONS
-----------------------------------	--

- | | |
|---|---------|
| a. Multiple Subject Teaching Program | 4.0 FTE |
| b. High School English Teaching Program | 0.4 FTE |
| c. Middle School English Teaching Program | 0.4 FTE |
| d. High School Math Teaching Program | 1.2 FTE |
| e. High School Social Science Teaching Program | 0.4 FTE |
| f. Middle School Social Science Teaching Program | 0.2 FTE |
| g. High School Chemistry Teaching Program | 0.6 FTE |
| h. High School Physics Teaching Program | 0.8 FE |
| i. High School Agriculture Science Teaching Program | 0.2 FTE |

j.	Middle School Science Teaching Program 0.2 FTE
k.	High School Drama Teaching Program 0.4 FTE
l.	High School Business Teaching Program 0.4 FTE
m.	High School Home Economics Teaching Program 0.4 FTE
n.	High School Culinary Arts Teaching Program 0.2 FTE
o.	High School Fire Science Teaching Program 0.2 FTE
p.	High School Physical Education Teaching Program 0.8 FE
q.	High School French Teaching Program 0.6 FTE
r.	High School Credit Recovery Teaching Program 0.4 FTE
	TOTAL FTE
	11.8

BE IT FURTHER RESOLVED that the District may deviate from terminating certificated employees in order of seniority, based on a specific need for personnel who possess special training and/or experience, or competency, necessary to teach specific courses or courses of study or to provide specific services, which others with more seniority do not possess, as follows:

1. He or she holds a BCLAD, CLAD, SB 2042, AB 1059, SB 395 or equivalent certification and training authorizing him/her to provide instruction to English Learners; and
2. His or her credential authorizing the service to be provided is a regular credential, and not solely on a Short-Term Staff Permit (STSP) or a Provisional Internship Permit (PIP); and
3. He or she has a single subject credential authorizing the full spectrum of courses within that subject area or has a credential authorizing the teaching of foundational-level courses in grades 9-12.

BE IT FURTHER RESOLVED that the Superintendent or his/her designee is directed to send appropriate notices to all employees whose positions may be lost by virtue of this action. Nothing herein shall be deemed to confer any status or rights upon temporary certificated employees or other employee in addition to those specifically granted to such employees by statute.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 27, 2024, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 27, 2023
SUBJECT: Approve Resolution 23-10, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2024-2025 School Year

BACKGROUND: Pursuant to Education Codes 44949 and 44955, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue particular kinds of services in order to reduce the number of certificated employees of the District. In conjunction with that recommendation, it is necessary to adopt criteria for tie-breaking when two or more certificated employees possess the same seniority date.

RATIONALE: Reduction or discontinuance of particular kinds of service are needed to address staffing needs and budget concerns for the 2024-2025 school year and the District must have a way to break ties between two or more certificated employees with the same seniority date who are both currently providing the same particular kind of service identified for reduction or discontinuance.

FUNDING: None.

RECOMMENDATION: Approve Resolution 23-10, Criteria for Determining Order of Seniority (Tie-Breaking) in the Case of Certificated Reduction in Force for the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 23-10

**CRITERIA FOR DETERMINING ORDER OF SENIORITY (TIE BREAKING)
IN THE CASE OF CERTIFICATED REDUCTION IN FORCE
FOR THE 2024-2025 SCHOOL YEAR**

WHEREAS, Education Code section 44955 provides for the termination of certificated employees because of reduction of particular kinds of services;

WHEREAS, the order of termination is generally based on the date a teacher first rendered paid service in a probationary position;

WHEREAS, as among employees who first rendered paid service to the District on the same date, the law requires the Governing Board to determine the order of termination solely on the basis of the needs of the District and its students;

THEREFORE, BE IT RESOLVED that to meet the requirements of section 44955, the following point system shall be used for determining the order of seniority for those hired on the same date, with the person with the most points having the greatest relative seniority:

1. Individuals with a BCLAD certificate will be given preference. If these factors are identical then;
2. Individuals with CLAD, SB 2042, AB 1059, SB 395, SDA1E or an equivalent training and certificate will be given preference. If these factors are identical then;
3. Individuals who currently hold a regular credential, not a provisional or short term credential as defined by the California Commission on Teacher Credentialing, which authorizes the service to be provided will be given preference. If these factors are identical then;
4. Individuals who hold multiple (2 or more) single subject credentials will receive preference as follows:
 - a, Those who hold the most single subject credentials will be given preference from most to least,
 - b. For individuals who hold the same number of single subject credentials, preference will be given first to those who hold:
 1. Special education credentials, then
 2. Science credentials, then
 3. Math credentials, then
 4. English credentials

If these factors are identical then;

7. A lottery shall be conducted among those remaining.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 27, 2024 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

ATTESTED:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: February 27, 2023
SUBJECT: Adopt Resolution 23-11, Authorizing Reduction or Elimination
of Classified Services for the 2024-2025 School Year

BACKGROUND: Pursuant to Education Code sections 45114, 45115, 45117, 45298, and 45308, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to reduce or discontinue classified services due to a lack of work or lack of funds for the services at the District.

RATIONALE: Reduction or discontinuance of classified service is needed to due to a lack of work or funds for the positions for the 2024-2025 school year.

FUNDING: None.

RECOMMENDATION: Adopt Resolution 23-11, Authorizing Reduction or Elimination of Classified Services for the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 23-11

**REDUCTION OR ELIMINATION
OF CLASSIFIED SERVICES
FOR THE 2024-2025 SCHOOL YEAR**

WHEREAS, due to lack of work and/or lack of funds in the Tracy Unified School District, the Governing Board, under the authority of Education Code section 45114, 45115, 45117, 45298, and 45308, hereby finds it necessary and in the best interest of the District to eliminate the full-time equivalent (FTE) of the classified services as specified below:

- a. Reduction of **17.0 FTE Clerk Typist I positions**

NOW, THEREFORE, BE IT RESOLVED, that for the ensuing year (effective July 1, 2024), the classified positions set forth above shall be discontinued to the extent set forth above.

BE IT FURTHER RESOLVED, that no later than March 15, 2024, the Governing Board and all affected permanent classified employees shall be given written notice by the Superintendent or the Superintendent's designee that it has been recommended that the notice be given to the employee, stating the reasons that the employee's services will not be required for the ensuing year, 2024-2025, and informing the employee of the employee's displacement rights, if any, and reemployment rights.

BE IT FURTHER RESOLVED, that nothing herein shall be deemed to confer any status or rights upon probationary classified employees, short-term employees, as defined in section 45103, or other employees in addition to those specifically granted to such employees by statute.

BE IT FURTHER RESOLVED, that the Superintendent or the Superintendent's designee is authorized and directed to take any other actions necessary to effectuate the intent of this resolution.

PASSED AND ADOPTED by the Board of Trustees of the Tracy Unified School District on February 27, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTESTED:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: February 21, 2024
RE: Approve a Declaration for a Provisional Internship Permit

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Mauricio Zepeda-Flores; Central Elementary; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____