

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 14, 2024

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

TUSD board meetings are held in person.

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

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

A G E N D A

- | | | |
|--------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: None. | |
| 3.2 | Educational Services: | |
| 3.2.1 | Finding of Facts: 23/24#62, 23/24#63, 23/24#67, 23/24#68, 23/24#69, 23/24#70
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.2 | Board Waiver: FES#10337871, WMS#10340707, NES#310349910, NES10361064
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.3 | Early Graduation: WHS#10339178, WHS#10359017
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.4 | Approve Funding for Parent Reimbursement and Attorney's Fee per Confidential Settlement Agreement
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.5 | Approve Funding for Parent Reimbursement and Cost to Contract with NPA for the 2024-2025 School Year per the Confidential Settlement Agreement
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 | Human Resources: | |
| 3.3.1 | Consider Settlement Agreement with Certificated Employee
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.2** Consider Unpaid Leave of Absence for Classified Employee #UC-487
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.3** Consider Non-renewal of Coach Contracts for Employees #UCL-488, 489, 490, 491, 492, 493
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.4** Consider Paid Leave of Absence for Certificated Employee #UC-1376
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.5** Consider Leave of Absence Requests for Certificated Employees: #UC-1377, #UC-1379, #UC-1380, pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.6** Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.7** Conference with Labor Negotiators
Government Code §54957.6
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#62, 23/24#63, 23/24#67, 23/24#68,
3.2.1 23/24#69, 23/24#70
Action: Motion___ Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 6b** Report Out of Action Taken on Board Waivers: FES#10337871,
3.2.2 WMS#10340707, NES#310349910, NES10361064
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6c** Report Out of Action Taken on Early Graduation: WHS#10339178,
3.2.3 WHS#10359017
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6d** Report Out of Action Taken on Approve Funding for Parent Reimbursement and
3.2.4 Attorney's Fee per Confidential Settlement Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6e** Report Out of Action Taken on Approve Funding for Parent Reimbursement and
3.2.5 Cost to Contract with NPA for the 2024-2025 School Year per the Confidential Settlement Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6f** Report Out of Action Taken on Consider Settlement Agreement with Certificated
3.3.1 Employee
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6g** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee #UC-487
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6h** Report Out of Action Taken on Consider Non-renewal of Coach Contracts for
3.3.3 Employees #UCL-488, 489, 490, 491, 492, 493
Action: **Vote:** Yes___; No___; Absent___; Abstain___

6i Consider Paid Leave of Absence for Certificated Employee #UC-1376

3.3.4

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

6j Consider Leave of Absence Requests for Certificated Employees: #UC-1377,

3.3.5 #UC-1379, #UC-1380, pursuant to Article XX

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

7. Approve Regular Minutes of April 23, 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

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

9.1 Recognize the Tracy High School Feast Lab for Preparing Delicious Board Dinners Throughout the 2023-2024 School Year

9.2 Recognize the Winners of the Earth Day Project

9.3 Recognize Jason Cheeseman as the County and State Classified Employee of the year and San Juana Rosales and a County Teacher of the Year Finalist

9.4 Tracy Adult School

9.5 Alternative Education Campus

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:

10.1.1 TK Expansion

10.2 Educational Services:

10.2.1 Receive Report on the Tracy Unified School District Induction Program **7**

10.2.2 Receive Report on Instructional Materials Adoptions **8-10**

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** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **11-14**
- 13.1.2** Approve Entertainment, Assembly, Service, Business and Food Vendors **15-16**
- 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 **17-18**
- 13.1.4** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year **19-20**

13.2 Educational Services:

- 13.2.1** Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to provide Professional Development to Teacher-Leaders in June 2024 **21-27**
- 13.2.2** Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Physical Education Teachers Professional Learning during Buy Back Day and Pre-Service Day During the 2024-2025 School Year **28-34**
- 13.2.3** Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Villalovoz Elementary School during the 2024-2025 School Year **35-40**
- 13.2.4** Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2024-2025 School Year **41-46**
- 13.2.5** Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training During TTIP for New Teachers During the 2024-2025 School Year **47-53**
- 13.2.6** Approve Agreement for Contract Services with Community Medical Centers and Kimball High, McKinley Elementary and Tracy High for 2024 Summer School Program **54-58**
- 13.2.7** Approve Agreement for Special Contract Services with Faith in Action Community Education Services (FACES) and Prevention Services Department during 2024 Summer School **59-62**
- 13.2.8** Approve Agreement for Contract Services with Sow A Seed Community Foundation and Prevention Services Department for Summer School 2024 **63-66**
- 13.2.9** Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department during 2024 Summer School **67-70**
- 13.2.10** Ratify Agreement for Contract Services for Michael A. Bayard to Perform two Rhythm Magic Assemblies at South/West Park Elementary School May 8, 2024 **71-75**
- 13.2.11** Approve Support Services for School Administrator Coaching **76-77**

13.3 Human Resources:

- | | | |
|---------------|--|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 78-80 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 81-83 |
| 13.3.3 | Approve Fieldwork, Assisting and Observation Experiences Agreement with Teachers College of San Joaquin | 84-88 |
| 13.3.4 | Certify that Provisions of Section 5593 Regarding Coaches Have Been Met | 89-96 |

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 | Adopt Resolution #23-15 Specifications of the Election Order | 97-98 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.1.2 | Approve Updated Board Policy and Administrative Regulation 5030 Student Wellness (First Reading) (Separate Cover) | 99 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.1.3 | Approve the Agreements for the West HS ReRoofing Project Bid No. 2024-102 (Separate Cover) | 100 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.1.4 | Approve the Agreements for Williams MS ReRoofing Project Bid No. 2024-101 (Separate Cover) | 101 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.1.5 | Adopt New Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion (First Reading) | 102-109 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |

14.2 Educational Services:

- | | | |
|----------------|---|----------------|
| 14.2.1 | Approve Adoption of Instructional Materials | 110-111 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.2.2 | Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2024-2025 School Year (Separate Cover) | 112 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |

14.3 Human Resources:

- | | | |
|----------------|---|----------------|
| 14.3.1 | Adopt Revised Board Policy 4111, 4211, and 4311 Recruitment and Selection (Second Reading) | 113-117 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.2 | Adopt Revisions to Board Policy 4161.9, 4261.9, 4361.9 (Second Reading) | 118-119 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.3 | Acknowledge Revisions to Administrative Regulation 4161.9, 4261.9, 4361.9 (Second Reading) | 120-124 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.4 | Adopt New Board Policy 4112.41, 4212.41, and 4312.41 Employee Drug Testing (Second Reading) | 125-127 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |

- 14.3.5** Acknowledge New Administrative Regulation 4112.41, 4212.41, and 4312.41 Employee Drug Testing (Second Reading) **129-130**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.6** Adopt Revised Board Policy 4112.42, 4212.42, and 4312.42 - Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers (Second Reading) **131-135**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.7** Acknowledge Revised Administrative Regulation 4112.42, 4212.42, and 4312.42 - Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers (Second Reading) (Separate Cover) **136**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.8** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2024-2025 School Year **137-138**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.9** Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2024-2025 School Year, Pending Public Input **139-140**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.10** Adopt Revisions to Board Policy 4161.3 Professional Leave (First Reading) **141-143**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.11** Adopt Revisions to Board Policy 4261.3 Professional Leave (First Reading) **164-146**
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 May 28, 2024
17.2 June 11, 2024
17.3 June 25, 2024
- 18. Upcoming Events:**
18.1 May 27, 2024 No School, Memorial Day
18.2 May 31, 2024 Last Day of School
18.3 August 5, 2024 First Day of School

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, April 23, 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
- 7:02 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Finding of Facts: 23/24#49, 23/24#60, 23/24#61
3.2.1
Action: Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.
6b Report Out of Action Taken on Reinstatements: AR#23-24/#21
3.2.2
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6c Report Out of Action Taken on Early Graduation: TISCS #10326548,
3.2.3 TISCS#10326549, TISCS#10323029
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6d Report Out of Action Taken on Release Probationary Classified
3.3.1 Employee #UCL-486 Para Educator I
Action: No vote, agenda pulled.
6e Report Out of Action Take on Consider Settlement Agreement with
3.3.2 Certificated Employee
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. **Approve Regular Minutes of April 9, 2024.**
Action: Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- Audience:** Debra Schneider, Brittani Ryan, Barbara Silver, Chris Munger, Zachary Boswell, Jason Noll, Mary Petty, Anthony Crivello, Emily Summa, Jake Hallen
- Student Rep Reports:** 8.1 **Kimball High:** Harleen Kaur spoke about academic opportunities, student body, athletics, and college preparation events. Leadership celebrated prom at the Glasshouse in San Jose. It was a night to remember; the food and DJ were great. Sport senior nights are underway. Their movie night was a success and they have started planning senior beach day, senior breakfast, and college/career week for next month. Student site counsel is currently recruiting students and teachers for next year.
- Alternative Education:** Joshua Diaz was unable to attend.

West High: Noah Watkins and Kaelyn Garcia were excited to share campus updates. They hosted their last blood drive of the year April 4th. There was a student vs. staff dodge ball match. The KHS staff won the game, 7-0. They had a guest appearance at their prom, Office Abercrombie and his wife, Pam, attended. The students danced the night away. Last week the WASC committee visited West High. WASC gives each school the accreditation for their diplomas and education to be considered valid. State testing is taking place this week. May is jam packed with senior events and a freshman sports night will be in the West High cafeteria on May 6th. WHS student, Alberto Ascencio, won the Boys and Girls club Youth of the Year Award.

Tracy High: Olivia Orcutt and Jake Hallen provided Tracy High updates. Finals and IB testing are coming up, Ag and IB awards have been handed out, and tomorrow students receive their caps and gowns. They've had two guest speakers, one focusing on motivation and the other focusing on drug safety and fentanyl. Posters of appreciation were made and given to many staff members, and they've celebrated National Counseling Week. Diversity Week is occurring now. Prom was held at the Scottish Rite Center in Oakland; the venue was beautiful and included a casino room. THS will be doing a Lift Up where all of the student body will come together to make a school wide video.

8.2 Kelly School: Through Leadership, students Kaitlyn Bui, Ailene Chu, Natalie Prante, and Katelyn Maldonado Chavez have learned to work as a team, communicate with the peers, and take responsibility for their actions. Students in AVID are doing a book study and will be going on a field trip to Stanislaus State. Science Olympiad made a presentation for the parent Open House. Kelly students worked very hard in the district-wide Spelling Bee. Safia Farhad and Saikrishna Sriram won in the middle school category and Adrielle Estores and Ava Gregory for elementary grades. The Kelly band has been very active playing at concerts; a winter performance video, which showcased the bands talents, was shared for the board.

Trustee Silcox left the meeting at 7:15 PM

Trustee Silcox returned to the meeting at 7:16 PM

Monte Vista Middle School: ASB President, Gilbert Troche, and ASB Vice President, Nazi Quraishi, shared that this year the mission has been met to make sure all students feel included at MVMS. Their new goal is to make things as fun as possible. They have been accomplishing that goal with an ice cream social to welcome 6th graders, throwing school dances and having their annual Dia de Los Muertos and Halloween Scare Zone activity. They've also held craft nights, gone on field trips, and are currently planning a Star Wars themed carnival that will take place in a few weeks. Their Math team took both first and second place and qualified for the state competition.

**Recognition &
Presentations:**

9.1 Alternative Education Campus

This presentation was postponed to the May 14, 2024 board meeting.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Boys and Girls Club of Tracy

Junior Cueva, Director of Operations for the Boys and Girls Clubs of Tracy, provided an overview of the program's growth and accomplishments. They have grown tremendously over the last few years. In 2021/22 the ACES grant allowed them to increase to 7 sites, jumping to 14 sites in 2022/23 due to the ELOP funding partnership with TUSD. Next year they will be adding KHS and THS, at that point, all school campuses will offer the after-school program with a projected enrollment of 2,250 students. Programs offered through BGCT include positive mentorship, STEM, power hours and arts and crafts. This year they have taken on a music program at Poet Christian, offering music four days a week. The parent nights have been a big success, collaborating with the parents with coordinated family events. They try to get in field trips to bridge the gaps in experiences and learning. In intramural sports they have introduced volleyball this year and are planning a track and field event with training provided from the WHS track and field team.

10.2.2 Receive Report on Instructional Materials Adoptions

Debra Schneider, Director of the Instructional Media Services and Curriculum, presented the process for instructional material adoptions. Six courses have been reviewed and analyzed for materials selection and recommendation by the Curriculum Council: Drone Videography, Women in US History, Fundamentals of Criminal Justice, Agriculture Business and Marketing, Agriculture Foods II, and Graphic Arts. The materials are available for public review in the IMC through the Spring semester. A request to approve adoptions will be presented at the May 14 board meeting. If approved, materials will be in use for the 24/25 school year.

Trustee Hoffert left the meeting at 7:39 PM

Trustee Hoffert returned to the meeting at 7:41 PM

Hearing of Delegations

11. None.

Public Hearing:

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

Consent Items:

13. **Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Kahlon, Alexander. **Vote:** Yes-7; No-0; Absent-0.

13.1 Administrative & Business Services:

13.1.1 Approve the 2024-2025 Designation of CIF Representatives to League

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

13.1.3 Approve Accounts Payable Warrants (February & March 2024) (Separate Cover)

13.1.4 Approve Payroll Reports (February & March 2024)

- 13.1.5 Approve Revolving Cash Fund Reports (February & March 2024)
- 13.1.6 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 Overnight Travel for the Director of STEM, Tracy High School Principal, and 7 Students to attend the American Association for Crystal Growth Conference in Fallen Leaf, California on June 9 – June 12, 2024
 - 13.2.2 Approve Out of State Travel for CTE Teacher to attend the HI-TEC 2024 Conference in Kansas City, MO July 29-August 1, 2024
 - 13.2.3 Approve Overnight Travel for the Tracy High School (THS) Cheer Team and Advisors to attend Summer Camp at Knott's Berry Farm in Buena Park, CA July 9-12, 2024
 - 13.2.4 Approve Overnight Travel for the Tracy High School (THS) Dance Team and Advisors to attend Summer Camp at St. Mary's College in Moraga, CA July 18-21, 2024
 - 13.2.5 Approve Overnight Travel for Tracy High School (THS) Leadership Students and Advisors to attend the CADA Leadership Summer Camp in Santa Barbara, CA July 21-July 25, 2024
 - 13.2.6 Approve Overnight Travel for the Tracy High School (THS) Grad Night Senior Celebration Event to Disneyland in Anaheim, CA May 10-11, 2024
 - 13.2.7 Ratify Overnight Travel Request for the Tracy High School (THS) Track & Field Team and Advisors to attend Arcadia Invitational and Tiger Invitational at Arcadia High School and South Pasadena High School in Arcadia and Pasadena, CA April 4-7, 2024
 - 13.2.8 Ratify Out of State Travel for Facilities Director to attend the 2024 NAFA Fleet Management Association Institute & Expo in San Antonio, TX April 21-22, 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 Fieldwork Agreement with Saint Mary's College of California
 - 13.3.4 Approve Teacher Intern (IMPACT) Agreement with Teachers College of San Joaquin
 - 13.3.5 Approve Resolution 23-13, Authorizing Abolishment of Vacant Classified Positions

Action Items:

- 14.1 Administrative & Business Services:**
 - 14.1.1 Adopt New Board Policy and Acknowledge New Administrative Regulation 3552 Summer Meal Program (Second Reading)
Action: Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.2 Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75 (Separate Cover)
Action: Alexander, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

- 14.1.3** Adopt Resolution No. 23-14 Authorizing Temporary Loans Between Funds for the 2024/25 School Year
Action: Fagin, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.2 Educational Services:**
- 14.2.1** Approve Addendum to the existing Contract Services Agreement with the Boys & Girls Club of Tracy
Action: Hawkins, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
- 14.3 Human Resources:**
- 14.3.1** Adopt New Board Policy 4112.41, 4212.41, and 4312.41 Employee Drug Testing (First Reading)
Action: Kahlon, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.2** Acknowledge New Administrative Regulation 4112.41, 4212.41, and 4312.41 Employee Drug Testing (First Reading)
Action: Kahlon, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.3** Adopt Revised Board Policy 4112.42, 4212.42, and 4312.42 - Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers (First Reading)
Action: Kahlon, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.4** Acknowledge Revised Administrative Regulation 4112.42, 4212.42, and 4312.42 - Drug and Alcohol Testing for School Bus Drivers/ Commercial Vehicle Drivers (First Reading) (Separate Cover)
Action: Kahlon, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.5** Adopt Revisions to Board Policy 4161.9, 4261.9, 4361.9 Catastrophic Leave (First Reading)
Action: Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.6** Acknowledge Revisions to Administrative Regulation 4161.9, 4261.9, 4361.9 Catastrophic Leave (First Reading)
Action: Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.7** Adopt Revised Board Policy 4111, 4211, and 4311 Recruitment and Selection (First Reading)
Action: Fagin, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.8** Approve Resolution 23-12, Authorizing Implementing Classified Layoff for the 2024-2025 School Year
Action: Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Kahlon had the joy of attending the District Festival of Cultures yesterday. The event was put on by the TUSD Diversity and Equity Committee. There is a lot of talent in our city. She thanked the students and educators for the great work they are doing. Trustee Hoffert is appreciative of the presentations that keep him informed of what is going on at our schools. Trustee Fagin feels the Boys and Girls Club is doing a great job helping our kids become young adults. He thanked Dr. Schneider for the presentation and appreciates the teachers being present to answer questions. Trustee Alexander enjoyed all of the board reports. She also attended the festival yesterday. Tracy has a lot of youth talent, the performances were amazing and truly enjoyable. Trustee Hawkins has also attended these events and enjoyed the student performances. Trustee Silcox passed on comment. Trustee Abercrombie attended a special Tracy Parks and Recreation meeting yesterday regarding the

aquatics center. They are having a special city council meeting April 30 to further discuss the center. He encourages anyone that is interested to come out and voice their opinion.

**Superintendent
Report:**

Dr. Pecot shared that the multicultural fair was awesome. He gave kudos to Jason Noll, the Student Services team, school advisors, and all of the volunteers that took part in the planning. It is not easy to put on an event involving so many students and schools.

Adjourn: 8:07 PM

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: April 17, 2024
SUBJECT: Receive Report on the Tracy Unified School District Induction Program

BACKGROUND: The Tracy Unified Induction Program is based on a support and growth model that has been in place since 1998 through the San Joaquin County Office of Education (SJCOE) and then as a District stand-alone program beginning in the year 2000 under the Beginning Teacher Support and Assessment, BTSA system. The TUSD Induction Program (formally BTSA) provides collaborative, individualized support for all induction candidates through a formative assessment process in order to support teachers in their growth along the continuum of teaching practices. We develop self-reflective, positive thinking teachers who engage in collaboration and focus on student achievement. Upon completion of this program, candidates earn their Clear Teaching Credential.

RATIONALE: The Tracy Unified School District (TUSD) Induction Program Report provides an update and information to the Board of Education on the current state of the Induction Program in the District. This Agenda supports District Strategic Goal 2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Not applicable.

RECOMMENDATION: Receive Report on the Tracy Unified School District Induction Program.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 9, 2024
SUBJECT: Receive Report on Instructional Materials Adoptions

BACKGROUND: Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State's content standards and consistent with the curriculum frameworks and the State's cycle of adoptions.

In compliance with Board Policy 6161.1, adoption committee teachers analyzed and evaluated instructional materials using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME) or adaptations of the TIME process developed by the IMC. The teacher teams selected IM programs and the Curriculum Council is recommending these programs to the Board.

Course(s) Publisher	Publisher	Program/Title	Copyright
IB Chemistry, SL	Pearson	<i>Standard Level Chemistry for the IB Diploma Programme, 3rd ed.</i>	2023
Journalism Leadership and Management	Simon and Schuster	<i>How to Win Friends and Influence People</i>	2022
Guitar Orchestra	Lead Guitar	<i>Guitar Ensemble Method</i>	2023
IB Physics, SL	Pearson	<i>Standard Level Physics for the IB Diploma Programme, 3rd ed.</i>	2023
AP Music Theory	W.W. Norton	<i>The Musician's Guide to Theory and Analysis, 4th AP Edition</i>	2020
Ethnic Studies	Kendall Hunt Newsela	<i>Our Stories in Our Voices California Ethnic Studies Collection</i>	2022 2024
IB English Language A, HL	Varies	Various, see table below	Varies

Title	Last Name	Original Language	Century	Gender	Continent	2019 PLA
Titles in Translation						
House of Spirits	Allende	Spanish	20	F	Latin A	Y
Lost Steps	Carpentier	Spanish	20	M	North A	Y
Oedipus Cycle	Sophocles	Greek	500 BCE	M	Europe	Y
One Hundred Years of Solitude	Garcia Marquez	Spanish	20	M	Latin A	Y
Siddhartha	Hesse	German	20	M	Europe	Y
The Stranger	Camus	French	20	M	Europe	N
A Doll's House	Ibsen	Norwegian	19	M	Europe	N
The Memory Police*	Ogawa	Japanese	20	F	Asia	Y
Titles in English						
Heart of Darkness	Conrad	English	19	M	Europe	Y
Beloved	Morrison	English	20	F	North A	Y
Birthday Party and The Room	Pinter	English	20	M	Europe	Y
Death of a Salesman	Miller	English	20	M	North A	Y
Waiting for Godot	Beckett	English	20	M	North A	Y
Woman Warrior	Kingston	English	20	F	North A	Y
Trials of Brother Jero	Soyinka	English	20-21	M	Africa	Y
Tropical Fish*	Baingana	English	21	F	Africa	Y

RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards and goals of that content area or course
- Instructional methods that actively engage all students at all levels of achievement
- When applicable, supports examinations related to that course

This agenda item meets Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials not to exceed \$124,745 for the 2024-25 school year will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials. Renewals in the following years will be paid from funds set aside for growth and replacement or instructional materials funds when available.

Course(s) Publisher	Program/Title	Not to Exceed
IB Chemistry, SL	<i>Standard Level Chemistry for the IB Diploma Programme, 3rd ed.</i>	\$3,000 1-year digital licenses

Journalism Leadership and Management	<i>How to Win Friends and Influence People</i>	\$725 for print texts
Guitar Orchestra	<i>Guitar Ensemble Method</i>	\$720 for 1-year site license
IB Physics, SL	<i>Standard Level Physics for the IB Diploma Programme, 3rd ed.</i>	\$2,500 for 1-year digital licenses
AP Music Theory	<i>The Musician's Guide to Theory and Analysis, 4th AP Edition</i>	\$6700 for 8-year digital licenses
Ethnic Studies	<i>Our Stories in Our Voices</i> (print text) Newsela digital database	\$13,500 (print text) \$91,000 2-year digital licenses for three HS sites
IB English Language A, HL	<i>The Memory Police</i> <i>Tropical Fish: Stories Out of Entebbe</i>	\$6,600 (for the two new texts)

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

Prepared by: Debra Schneider, Ph.D., Director of Instructional Media Services and Curriculum.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 14, 2024
SUBJECT: Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
May 14, 2024**

A.

Vendor:	Handle With Care Behavior Management Systems, Inc.
Sites:	District Wide
Item:	Agreement
Services:	Handle with Care is a leader in crisis intervention and behavior management training services. Contract for licensing and training in Handle with Care's Instructor Certification Program. The training fee below is to cover all 20 schools.
Cost:	\$24,500.00
Project Funding:	General Funding/Compliance

B.

Vendor:	M.C. Kimball and Associates
Sites:	District Wide
Item:	Agreement
Services:	Training to meet requirements of SB 390, SB 1626, AB 1747 and SB 906. Annual site license for 1-50 participants. 6 hour of Situational Awareness, Active Shooter Training and Gang Trends.
Cost:	\$37,700.00
Project Funding:	General Funding/Compliance

C.

Vendor:	Eide Bailly LLP
Sites:	District Wide
Item:	Agreement (expires 6/30/25)
Services:	Audit financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Tracy Unified as of and for the year ending June 30,2024.
Cost:	\$120,000.00
Project Funding:	General Fund

D.

Vendor:	Restoration Management
Sites:	Tracy High School
Item:	Proposal
Services:	New water heater and plumbing.
Cost:	\$143,402.00
Project Funding:	Deferred Maintenance Fund 14

E.

Vendor:	Dryco
Sites:	Tracy High School Baseball Field
Item:	Proposal
Services:	Concrete monument
Cost:	\$4,400.00
Project Funding:	Deferred Maintenance Fund 14

F.

Vendor:	The Sign Guys
Sites:	Tracy High School & Kimball High School
Item:	Proposal
Services:	Recognition Plaques/Aluminum Signs
Cost:	\$12,999.00
Project Funding:	Capital Facilities Fund

G.

Vendor:	D and T Painting
Sites:	Stein
Item:	Proposal
Services:	Exterior campus and interior MPR
Cost:	\$157,500.00
Project Funding:	Deferred Maintenance Fund 14

H.

Vendor:	Vortex
Sites:	Hirsch Elementary MPR
Item:	Proposal
Services:	Install new stage fire door
Cost:	\$110,585.00
Project Funding:	Deferred Maintenance Fund 14

I.

Vendor:	Vortex
Sites:	Poet Christian School MPR
Item:	Proposal
Services:	Install new stage fire door
Cost:	\$152,300.00
Project Funding:	Deferred Maintenance Fund 14

J.

Vendor:	All City Management Services
Sites:	Bohn Elementary
Item:	Service Agreement
Services:	School crossing guard services at Bohn School for the 2024-25 school year
Cost:	\$20,066.00
Project Funding:	General Fund

K.

Vendor:	Sierra Building Systems
Sites:	District Wide
Item:	Proposal
Services:	Per national fire alarm and signaling code, NFPA 72, SBC will perform testing, inspection, deficiency and repairs to the fire alarm panels district wide.
Cost:	\$110,585.00
Project Funding:	Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 24, 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
5/14/2024	Science Alliance - Family Science Nights with STEAM themed activities and a 30 min Science Show, yourfriend@sciencealliance.info, 209.263.2303, www.sciencealliance.info CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/27/2025

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: N/A.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 3, 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:

Donations received by Kimball High School:

1. Donation from Omega Properties Group Inc: \$500.00 (Check #1190) designated for new golf bags for the boy's golf team.

Donations received by West High School:

1. Donation from Casa De La Cultura De Tracy California: \$3417.68 (Check #0102) designated for Latin X Club.

Donations received by Tracy High School:

1. Donation from Nancy Heer: \$1000.00 (Check #2113) designated for the Butch Gonzales Scholarship.
2. Donation from Velma Pimentel and Sons Dairy: \$500.00 (Check #3695) designated for the Jerry Pimentel FFA Memorial Scholarship.
3. Donation from Amanda Preston-Nelson: \$500.00 (Check #1350) designated for Preston-Nelson Scholarship.
4. Donation from William and Celeste Koster: \$1000.00 (Check #1111) designated for Arianna Koster Scholarship.
5. Donation from Michael LaCross: \$5140.00 (Check #137) designated for the Athletic Stadium Account.
6. Donation from Leprino Foods: \$500.00 (Check #1010167605) designated for the Ag Science Academy Scholarship.

7. Donation from Tracy Breakfast Lions: \$500.00 (Check #1858) designated for the water polo team.
8. Donation from Irrigation Design and Construction: \$100.00 (Check #108680) designated for the Irrigation Design and Construction LLC 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: April 30, 2024
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extracurricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda, however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year.

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

2023/2024 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Approved</i>	<i>Current</i>
Bohn Parent Teacher Organization	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly Parent Alliance	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Assoc.	<i>Approved</i>	<i>Current</i>
Kimball High School Athletic Booster Club	<i>Recommended to be revoked</i>	<i>Past Due</i>
Kimball High School Music Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School PTSA	<i>Approved</i>	<i>Current</i>
North School Parent Club	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</i>	<i>Current</i>
Tracy Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Cheer-Dance Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Girls Basketball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>
West High Science Booster Club	<i>Approved</i>	<i>Current</i>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent for Educational Services
DATE: April 22, 2024
SUBJECT: Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to provide Professional Development to Teacher-Leaders in June 2024

BACKGROUND: Tracy Unified has a long-standing history of providing on-going professional development throughout the school year for teacher-leaders. These teacher-leaders provide mentoring for TTIP and the Induction Program. As we continue to grow and improve our professional development offerings, we recognize the need to provide training for mentor leaders who are responsible for providing mentoring support to TTIP and Induction teachers. This training will build the skills of mentor leaders that interact with new teachers to clarify goals, solve problems, and make decisions that will positively impact student learning.

RATIONALE: Lisa Danielson will provide Tracy Unified mentor teachers with 2 days of "Mentoring Matters."

Teacher leaders will leave the training with:

- Increased confidence and effectiveness in designing and managing teacher development
- Increased understanding of adult learners

This request meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost for the Professional Development training and materials is not to exceed \$6,000 and will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to provide Professional Development to Teacher-Leaders in June 2024.

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

Danielson Consulting

CONSULTING AGREEMENT

Elizabeth (Lisa) Danielson, Danielson Educational Consulting

THIS CONSULTING AGREEMENT is effective as of March 5, 2024 between Tracy Unified School District ("Client"), and Elizabeth (Lisa) Danielson, Danielson Educational Consulting, Associate for MiraVia, LLC.

1. Elizabeth Danielson agrees to provide Client the consulting and/or training services which are identified and specified on ATTACHMENT A, on the dates and at the location(s) likewise identified on ATTACHMENT A.
2. Client agrees to pay Elizabeth Danielson, within thirty (30) days of receipt of an invoice from Elizabeth Danielson, all fees as identified in ATTACHMENT B.
3. Client understands and acknowledges that Elizabeth Danielson is an independent contractor, (Federal ID # 230 90 7001) and shall be fully and solely responsible for the payment of all taxes, royalties, insurance, and other corporate obligations of Elizabeth Danielson.
4. Client agrees that it shall be solely responsible for ordering and paying for any training or other resource material(s) used by Client's employees in connection with Elizabeth Danielson's training and/or consulting services, and shall be fully responsible for providing Elizabeth Danielson, at no cost or expense to Elizabeth Danielson, a facility adequate to allow provision of the consulting/training services identified in ATTACHMENT A.
5. Client may cancel this Consulting Agreement without penalty at any time on or prior to sixty (60) days before the date for Elizabeth Danielson's performance of services as identified on ATTACHMENT A. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but sooner than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to an amount of 50% of the contracted amount identified on ATTACHMENT B. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A on or less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but less than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to the full amount of the contracted amount identified on ATTACHMENT B.
6. Payment for services will be invoiced within 10 business days of service. Payment is expected 30 days from receipt of invoice. Payments after 30 days shall accrue interest penalties.
7. The parties acknowledge and agree that ATTACHMENT A and ATTACHMENT B are integral parts of this Consulting Agreement.

By:

Consultant: Elizabeth Danielson Date: 3-5-2024
Elizabeth Danielson

Client: _____ Date: _____
Tracy Unified School District
Erin Quintana
Director of Professional Learning

Danielson Consulting

ATTACHMENT A

TO CONSULTATIVE AGREEMENT DATED: March 5, 2024

Scope of services to be provided by Elizabeth Danielson to Tracy USD

Twenty days of Professional Development including planning and preparation

Workshop(s):

Mentoring Matters: A Practical Guide to Learning-Focused Relationships with Induction Mentors as outlined on Attachment B (2 Days)

Consultant Responsibility:

1. Send Handout to be printed by the District 2 weeks in advance
2. Provide 2 days of professional learning and facilitation

Scope of responsibilities of Tracy USD

District Responsibility:

1. Purchase copies of *Mentoring Matters* and *Leading Groups Bundle* for each participant (www.miravia.com)
2. Provide a meeting space
3. Make copies of the Hand Out to support the learning
4. Provide pencil boxes, 3x5 index cards and markers for the room.

Facility Requirements:

1. Set up in a chevron style for seating
2. AV Access for presentation with internet accessibility
3. Two Bar Stools at the front of the room (if available)
4. 2 Chart Stands with Chart Paper

Danielson Consulting

ATTACHMENT B

**** District will be responsible for providing required texts.**

To order, visit <http://www.miravia.com/products/>

PROPOSAL / 2023-2024			
SEMINAR	CONTENT	DATES	FEE
Mentoring Matters – New Induction and Peer Coaches <u>MiraVia-Mentoring</u> <u>Matters</u> Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Establishing learning-focused relationships Continuum of Interaction Toolkit for inviting thinking Templates for learning-focused conversations 	2 Days June 6 & 7, 2024 Text:** Mentoring Matters 3 rd Edition	In-person* (\$3000/day) \$6,000
TOTAL FEE 2023-2024			\$6,000

Item Description	Total
2023-2024 Consultant Fees Danielson (payable to Elizabeth Danielson)	\$ 6,000

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 Elizabeth (Lisa) Danielson, Danielson Educational Consulting, 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: Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting to Provide Professional Development to Teacher-Leaders for June 2024.

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

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

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

- a. District shall pay \$3,000 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$6,000. 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 \$6,000 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 June 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, Erin Quintana, at (209) 830-3232 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:

Elizabeth Danielson Owner
Contractor Signature Title

230-90-7001
IRS Identification Number

Danielson Educational Consulting
Title

2964 Mount View Court
Address

Cameron Park, CA 95682

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. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: April 22, 2024
SUBJECT: Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Physical Education Teachers Professional Learning during Buy Back Day and Pre-Service Day During the 2024-2025 School Year

BACKGROUND: Mark Manross has been partnering with Tracy Unified School District physical education (PE) teachers for three years during District Staff Development Buy-Back Days and District Early Release Mondays. This professional development has helped support their skills and knowledge in providing rigorous relevant learning to TUSD students.

RATIONALE: Mark Manross Consulting provides physical education educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of training by Mark Manross Consulting for the 2024-2025 school year will not exceed \$11,250. This training cost will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Physical Education Teachers Professional Learning during Buy Back Day and Pre-Service Day During the 2024-2025 School Year.

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

Mark Manross Consulting

Onsite Workshop Proposal: K-12 PE Workshop Sessions

(Proposal Written 4-18-2024; revised 4/22/2024)

2024-25 School Year Workshop Dates for Physical Education:

- Tuesday, July 30, 2024 (PK-5 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Drew Sanchez)
- Tuesday, July 30, 2024 (6-12 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Robert Stupey)
- Thursday, August 1, 2024 (6-12 PE) – 10:00-12:00 PM (2-hour session) (Presenter Robert Stupey)
- Thursday, August 1, 2024 (PK-5 PE) – 1:15-3:15 PM (2-hour session) (Presenter Robert Stupey)

School District: Tracy Unified School District, Tracy, CA

Contact:

Erin Quintana
Director of Professional Learning & Curriculum
Tracy Unified School District
1875 West Lowell Ave. Tracy, CA 95376

209-830-3331 (Erin Quintana)
equintana@tusd.net

Assistant: Lisa Rodriguez,
lmrodriguez@tusd.net

Location of Workshops: In person workshops to be held at Kimball High School

Presenters: Robert Stupey, HS PE Teacher, Willows HS, Willows, CA and Drew Sanchez, Elementary PE Teacher at Murdock ES in Willows, CA.

Number of Participants: 10-15 Grades TK-12 Physical Education Teachers

Cost: Not to exceed \$11,250.00 (see cost breakdown below). This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 2 presenters in person on the dates and times located above.

Cost breakdown:

- Tuesday, July 30, 2024 (PK-5 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Drew Sanchez): \$3750.00
- Tuesday, July 30, 2024 (6-12 PE) – 8:15-10:15 AM; Repeat from 10:30-12:30 PM (4-hour session) (Presenter Robert Stupey): \$3750.00
- Thursday, August 1, 2024 (6-12 PE and second session for PK-5 PE) – 10:00-12:00 PM and 1:15-3:15 PM (2-hour sessions each) (Presenter Robert Stupey will do both sessions): \$3750.00.
- **Total cost: \$11,250**

Transportation Details: Robert and Drew will drive to and from Tracy USD for the workshops.

Presenter Bios:

Robert Stupey



Robert is a Certified Strength and conditioning Specialists through the NSCA as well as a Physical Education Specialist for Willows High School in Northern California. Robert has a true passion for helping students and student-athletes reach their highest level of performance in any activity or sport they choose to pursue. Robert is not only a lifelong mover, but also a lifelong learner; with this year alone earning over 10 CEU's and obtaining two new certifications. With new knowledge comes growth and my growth only empowers me further to have a positive influence in those he teaches. Robert did all the PE workshops last year for Tracy USD. His efforts were well received by Erin Quintana and the teachers.

Drew Sanchez



Drew is currently an elementary physical educator at Murdoch Elementary School in Willows, CA. He has been teaching for 13 years with his experience covering all the grade levels from elementary (3 years) and middle and high school physical education. He has run elementary activity camps for 10 years and taught middle school and high school physical education. Drew has also been coaching varsity basketball for thirteen years.

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 Mark Manross Consulting, 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: 2 days of onsite professional development for Physical Education teachers.

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

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

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

- a. District shall pay \$ 11,250 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 11,250. 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 [] 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 July 1, 2024, and shall terminate on August 2, 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, Erin Quintana, at (20) 830-3232 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:

Mark Hamm President
Contractor Signature Title

234136711
IRS Identification Number

President
Title

2465 MERIDIAN RD NE
Address

LELAND NC 28451

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: April 9, 2022
SUBJECT: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Villalovoz Elementary School during the 2024-2025 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Villalovoz Elementary School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay \$14,500 for the nine-week parent class, not to exceed \$14,500. The cost of the program will be paid by District A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Villalovoz Elementary School during the 2024-2025 School Year.

Prepared by: Mrs. Marji Baumann, Principal, Villalovoz Elementary School.



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Marji Baumann, School Principal

From: Gabriela Rios, Executive Director

Date: March 28, 2024

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Villalovoz Elementary School** agree as follows:

RECITALS

Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12 Program (FE)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

- A. Time of Class: Morning ____ **Evening** ____ 6:00pm ____
- B. Type of Class: Virtual (V) ____, Hybrid (H) ____, **In-Person (P)** __ ☒ __
- In Person:** Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony.

Session Dates:
Fall 2024-TBD dates

- C. Compensation: a flat fee of **\$14,500.00** for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- D. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **TBD**

School funding: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.

Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* _____

I accept these services at **Villalovoz Elementary School** under the terms and conditions noted.

Marji Baumann, School Principal

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a Quality Education (PIQE), 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: Eight week parent class to educate parents and increase parent involvement at Villalovoz Elementary School for the 2024-2025 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 Eight () [] HOURS [X] DAYS, under the terms of this agreement at the following location Villalovoz 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 \$ 14,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 14,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ 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 August 2024, and shall terminate on December 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, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide 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:

	ED
Contractor Signature	Title
33-0259359	
IRS Identification Number	
Executive Director	
Title	
3641 Mitchell Rd.	
Address	
Ceres ca 95307	

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: April 22, 2024
SUBJECT: **Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2024-2025 School Year**

BACKGROUND: The Tracy Unified School District has implemented Advancement via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District currently has nine AVID member schools: Kimball High School, Tracy High School, West High School, Art Freiler School, George Kelly School, Monte Vista Middle School, North School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: AVID is a college readiness system for upper elementary through higher education students and is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet 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 #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: LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed \$45,722.00.

RECOMMENDATION: Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2024-2025 School Year.

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

AVID Center



Products and Services Quote/Order

Quote/Order #: Q-88380
 Client: Tracy Unified
 Address: 1875 W Lowell Ave
 Tracy, CA 95376

AVID Center Representative: Veronica Martinez
 Phone: (858) 654-5017
 Email: vmartinez@avid.org

Effective Date: July 01, 2024

Expiration Date: June 30, 2025

Art Freiler School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Weekly Secondary	\$699.00	\$685.00
Art Freiler School SUBTOTAL:			\$5,184.00

Earl E Williams Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Weekly Secondary	\$699.00	\$685.00
Earl E Williams Middle School SUBTOTAL:			\$5,184.00

George Kelly School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Weekly Secondary	\$699.00	\$685.00
George Kelly School SUBTOTAL:			\$5,184.00

Gladys Poet-Christian School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,525.00	\$3,525.00
1	AVID Weekly Elementary	\$699.00	\$0.00
Gladys Poet-Christian School SUBTOTAL:			\$3,525.00

John C Kimball High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Weekly Secondary	\$699.00	\$685.00
John C Kimball High School SUBTOTAL:			\$5,184.00

Merrill F West High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Weekly Secondary	\$699.00	\$685.00
Merrill F West High School SUBTOTAL:			\$5,184.00

Monte Vista Middle School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Weekly Secondary	\$699.00	\$685.00
Monte Vista Middle School SUBTOTAL:			\$5,184.00

North School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Combo Sites	\$5,224.00	\$5,224.00
1	AVID Weekly Elementary	\$699.00	\$0.00
1	AVID Weekly Secondary	\$699.00	\$685.00
North School SUBTOTAL:			\$5,909.00

Tracy High School			
QTY	PRODUCT NAME	UNIT PRICE	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,499.00	\$4,499.00
1	AVID Weekly Secondary	\$699.00	\$685.00
Tracy High School SUBTOTAL:			\$5,184.00

TOTAL: **\$45,722.00**

plus all applicable taxes

Additional Comments:

Quote/Order
2024 - 2025 Tracy Unified Drafted: 02/12/2024

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

Tracy Unified

Sign: DocuSigned by:
David S. Greulich
Print
Name: David S. Greulich

Title: Controller

Date: 4/15/2024 | 8:34 AM PDT

Email: contracts@avid.org

Sign: DocuSigned by:
Tania Salinas
Print
Name: Tania Salinas

Title: Associate Superintendent

Date: 4/15/2024 | 8:26 AM PDT

Email: tsalinas@tusd.net

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: April 22, 2024
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training During TTIP for New Teachers During the 2024-2025 School Year

BACKGROUND: San Joaquin County has been working with Tracy Unified School District (TUSD) teachers during the past three years. During two of those years, the county provided professional development during Early Release Wednesdays with the focus on Unconscious Bias. Last year the county provided TUSD with Unconscious Bias training during TTIP. TUSD seeks professional learning opportunities to support all new teachers with this training.

RATIONALE: The San Joaquin County Office of Education's Continuous Improvement Support Team will provide an unconscious bias workshop that has been researched, developed, and facilitated for the Tracy Teacher Induction Program (TTIP). Exploring unconscious bias together professional learning workshop will provide a helpful overview of unconscious bias and how it intersects in school settings with identity, diversity, equity, and inclusion. Sometimes referred to as implicit bias, or more recently automatic processing, unconscious biases are quick, involuntary associations all of our minds make, every day. In this workshop, we will explore how we can make our unconscious biases more conscious, so that we can make more thoughtful decisions in support of students and families.

The County Office will provide 1 hour of service during TTIP. The workshops will support new TUSD teachers. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. 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 unconscious bias training is not to exceed \$700 and will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training During TTIP for New Teachers During the 2024-2025 School Year.

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



MEMORANDUM OF UNDERSTANDING

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION
and
TRACY UNIFIED SCHOOL DISTRICT**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District School District, hereinafter referred to as "TUSD," is to provide a professional learning session for new teachers. This session will be an overview of the topic of "Unconscious Bias."

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2024-2025 school year.

I. SCOPE OF WORK

- a. SJCOE Continuous Improvement and Support program will provide the following services:

Specific Days and Times:

Date(s)	Location(s)	Topic	Timeframe	Total Cost
7/19/24	Tracy Unified School Site	Unconscious Bias	1 hour	\$700
Total Cost				\$700

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from July 1, 2024 – July 31, 2024.

III. COMPENSATION

- a. Professional learning costs (which include preparation, travel, and materials).
 - i. TUSD will pay SJCOE in the account of \$700 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of TUSD School District. TUSD School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.



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

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

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

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

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

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

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF OF EDUCATION

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

Warren Sun, Div. Director of Operations Date
Operations
San Joaquin County Office of Education

TRACY UNIFIED SCHOOL DISTRICT

Erin Quintana, Director Date
Professional Learning and Curriculum
Tracy Unified School District

Julianna Stocking, Associate Superintendent Date
Educational Services
Tracy Unified School District

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 SJCCE, 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: SJCCE Continuous Improvement and Support program
will provide the following services: Unconscious Bias

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location Tracy Charter.

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

- a. District shall pay \$ 700 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 700. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] **MONTHLY PROGRESS BASIS** ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on July 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, Erin Quintana, at (209) 830-3232 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:

Warren Sun

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Contract Manager

Account Number to be Charged

Title

Department/Site Approval

2707 Transworld Drive, Stockton CA

Budget Approval

Address

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 29, 2024
SUBJECT: Approve Agreement for Contract Services with Community Medical Centers and Kimball High, McKinley Elementary and Tracy High for 2024 Summer School Program

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to Tracy High during the Summer School program and at Kimball High and Tracy High during the High School Bridge program and at McKinley Elementary during the Kinder Bridge program. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Community Medical Centers services will not exceed \$24,400.00. Services will be paid for using Expanded Learning Opportunities Program (ELOP) funds and Targeted SES funds.

RECOMMENDATION: Approve Agreement for Contract Services with Community Medical Centers and Kimball High, McKinley Elementary and Tracy High for 2024 Summer School Program.

Prepared by: Samia Basravi, Coordinator of Prevention Services.



AGREEMENT FOR SPECIAL CONTRACT SERVICES

2024 Summer School Mental Health Services

This agreement, by and between **Tracy Unified School District**, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and **Community Medical Centers, Inc. (CMC)**, a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), 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:
 - A. Provide school-based mental health services during the 2024 Summer School Session to be held June 10 – July 3, 2024, per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2024 Summer School Mental Health Schedule, attached hereto and incorporated herein by this reference.
 - B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices..
 - C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

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 Exhibit A (hereby "Services"). 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. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay Contractor a total of twenty-four thousand four hundred dollars (\$24,400). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..
 - C. District shall make payment on a 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.
3. The terms of the agreement shall commence on June 10, 2024, and shall terminate on July 3, 2024.

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. 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.
5. Contractor shall contact District's designee, **Samia Basravi, at (209) 830-3218**, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
6. 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 Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. 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 and 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 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 Contractor and/or its employees.

Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable 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 injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.
7. 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.
8. Contractor certifies that their 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.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations. 10. 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.
11. 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.
12. Subject to Section 9, 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: Community Medical Centers, Inc.

District: Tracy Unified School District

By: _____

By: _____

Name/Title: Christine Noguera, CEO

Name/Title: _____

Federal ID No.: 94-2437106

Date: _____

Date: _____

Department/Site Approval

Budget Approval

Date Approved by the Board

Exhibit A

Tracy Unified School District/Community Medical Centers 2024 Summer School Mental Health Schedule

Location: Tracy High School

Dates: 06/10/24 - 07/03/24

Time: 8am – 1pm

Agency	Service Type	Cost
Community Medical Centers	Mental Health Tier III (2 clinicians)	\$13,600

This includes support for ESY/TYAP and EL Academy (Will need a Spanish speaking MH counselor)

Location: High School Bridge – KHS/THS

Dates: 06/10/24 - 06/21/24 (9 days of service)

Time: 8am – 1pm

Agency	Service Type	Cost
Community Medical Centers - KHS	Mental Health Tier III (1 clinician)	\$3,600
Community Medical Centers - THS	Mental Health Tier III (1 clinician)	\$3,600

Location: Kinder Bridge – McKinley

Dates: 06/10/24 - 06/21/24 (9 days of service)

Time: 8am – 1pm

Agency	Service Type	Cost
Community Medical Centers	Mental Health Tier III (1 clinician)	\$3,600

Total for CMC Summer School Mental Health Support	\$24,400
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 24, 2024
SUBJECT: Approve Agreement for Special Contract Services with Faith in Action Community Education Services (FACES) and Prevention Services Department during 2024 Summer School

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to be successful academically.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 interventions are targeted along with behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with FACES to provide Tier 2 school-based Mental Health, Social, Emotional and Behavioral support services.

FUNDING: Total cost for FACES will not exceed \$30,600.00. Services will be paid for using Expanded Learning Opportunities Program (ELOP) funds and Targeted SES funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Faith in Action Community Education Services (FACES) and Prevention Services Department during 2024 Summer School.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: To provide Mental Health and student support services to students experiencing educational anxiety, classroom disruptive behaviors, disengagement from school, disciplinary repercussions and attendance issues. FACES will provide these services at North School and Tracy High School. A student log and referral log will need to be submitted along with the invoice upon completion of summer school services. Two certified Behaviorists will be assigned at each school site.

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 340 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$30,600 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$30,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3200 Ext. 1366 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:

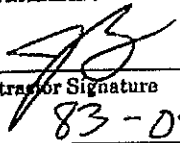
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:

 4/26/2024
Contractor Signature Title
83-088579
IRS Identification Number
CEO
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. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 24, 2024
SUBJECT: Approve Agreement for Contract Services with Sow A Seed Community Foundation and Prevention Services Department for Summer School 2024

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to be successful academically.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 interventions are targeted along with behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Sow A Seed Community Foundation to provide Tier 2 school-based Mental Health, Social, Emotional and Behavioral support services.

FUNDING: Total cost for Sow A Seed Community Foundation will not exceed \$13,432. Services will be paid for using Expanded Learning Opportunities Program (ELOP) funds and Targeted SES funds.

RECOMMENDATION: Approve Agreement for Contract Services between Sow A Seed Community Foundation and Prevention Services Department for Summer School 2024.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school-based mental health and behavioral health support services during 2024 Summer School to the following school sites: North School and Tracy High School.
Assigned Mental Health Specialist (MHS) will provide Tier 2 support to students who are experiencing social, emotional or behavioral concerns.
Invoice will be paid with proof of services through the collection of student attendance at the end of the Summer School program.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 170 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$ 13,432 per [] **HOUR** [] **DAY** ☒ **FLAT RATE**, not to exceed a total of \$ 13,432. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] **MONTHLY PROGRESS BASIS** ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3200 Ext. 1366 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: April 24, 2024
SUBJECT: Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department during 2024 Summer School

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to North School during the Summer School program and at West High School during the Summer Bridge program. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Valley Community Counseling services will not exceed \$20,400.00. Services will be paid for using Expanded Learning Opportunities Program (ELOP) funds and Targeted SES funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department for 2024 Summer School.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school based mental health services during 2024 summer school at the following sites: North School and West High School. A Mental Health Referral Log and a Student Log (for each school site) will need to be submitted along with the invoice upon completion of summer school services. Providers must be Licensed Marriage Family Therapists (LMFT), or a Licensed Clinical Social Worker (LCSW), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behavioral Sciences Registered Associate MFT, ACSW, or APCC or a Master's Level student enrolled in a Master's counseling program or related studies.

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 255 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$ \$20,400.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 20,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 22, 2024
SUBJECT: Ratify Agreement for Contract Services for Michael A. Bayard to Perform two Rhythm Magic Assemblies at South/West Park Elementary School May 8, 2024

BACKGROUND: South/West Park School will host multicultural assemblies for all Tk-5th grade students. All students will benefit from the multicultural experience provided by Michael Bayard.

RATIONALE: In order to facilitate this, South/West Park School will contract with Michael Bayard to perform two Rhythm Magic assemblies. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to emphasize on teamwork, harmony, communication, self-esteem, confidence, character, creative expression, and the appreciation of our different cultures maximizing students' academic, social, and emotional potential.

FUNDING: The cost will be funded by site Title 1 funds in the amount of \$795.

RECOMMENDATION: Ratify Agreement for Contract Services for Michael A. Bayard to Perform two Rhythm Magic Assemblies at South/West Park Elementary School May 8, 2024.

Prepared by: Juan Lopez, South/West Park Principal.

INVOICE – Rhythm Magic

BILL TO: South/West Park Elementary School 500 West Mount Diablo Rd. Tracy, CA 95376-4625	
PHONE: (209) 830-3335 (School #)	FAX:
ORDER DATE:	PURCHASE ORDER NO:
CONTACT PERSON: Naomi Quintanilla, Budget Clerk Naomi Email: nquintanilla@tUSD.net	

Date(s)	Time(s)	Description	Price
5/8/2024	8:45am-9:30am 2:00pm-2:45pm	Two (2) "Rhythm Magic" multicultural music assemblies at South/West Park Elementary School - emphasizing teamwork, harmony, communication, self-esteem, confidence, character, creative expression, and the appreciation of our different cultures.	\$795.00
NOTES: I will arrive at 7:15am on the morning of the assemblies. I would appreciate assistance from the custodian for 5 minutes upon my arrival.			TOTAL DUE: \$795.00

Please pay from this invoice – we do not send statements.

Make check payable to: **Michael Bayard's Rhythm Magic!**

We would appreciate full payment immediately following the performance(s).

We require these items at the performance site:

- Two large rectangular tables (approximately 6 to 8 feet in length each)
- PA System and microphone to be used as a back up to my PA system
- Access to faculty (staff) restroom

We look forward to bringing you RHYTHM MAGIC!

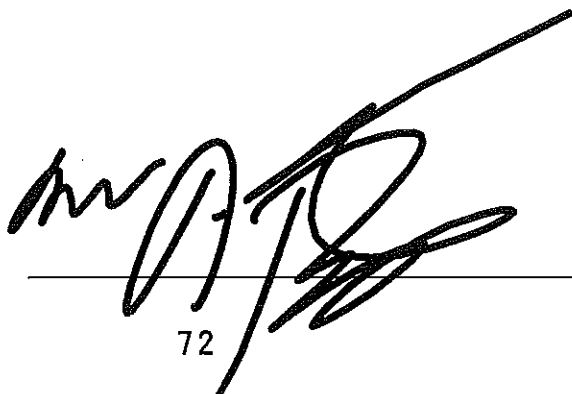
Michael Bayard – Rhythm Magic!

9182 Jamel Court

Elk Grove, CA 95758

Phone: 916-683-2575

E- Mail: bayard@rhythmmagic.com

 12/11/23

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 Michael A. Bayard, 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: Acclaimed Percussionist Michael Bayard will Perform two multicultural music assemblies titled "Rhythm Magic" at South/West Park Elementary School

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 two (2) ☒ HOURS ☐ DAYS, under the terms of this agreement at the following location South West Park 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 \$ 795 per ☐ HOUR ☐ DAY ☒ FLAT RATE, not to exceed a total of \$ 795. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District ☐ SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a ☐ MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on May 8, 2024, and shall terminate on May 8, 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, Juan Lopez, at (209) 830-3335 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

129-50-5248

IRS Identification Number

Founder and Owner: Michael Bayard's Rhythm Magic!

Title

9182 Jamel Ct. Elk Grove, CA 95758

Address

Owner:

Rhythm Magic

Title

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. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 3, 2024
SUBJECT: Approve Support Services for School Administrator Coaching

BACKGROUND: The Tracy Unified School District has experienced an increased number of new school administrators over the last few years, due to the impacts of retirements and natural attrition. In the 2024-25 school year, TUSD will onboard 2 new principals for the 2024-25 school year with a total of 4 newer principals who will receive support. With the high demands of school leadership, Tracy Unified recognized that new and/or developing administrators would greatly benefit from additional assistance in decision making coaching and organizational management skill development to lead schools effectively.

RATIONALE: Tracy Unified School District will provide coaching services to new and/or developing school principals to provide ongoing support throughout the 2024-25 school year. Each identified school principal will be assigned a retired school administrator coach who comes with a vast level of experience and expertise in school leadership.

This contract includes a total of up to 50 hours of coaching (1 hour week) for each administrator, both on site and virtual aimed at improving decision making and organizational management skills.

The coaching support includes up to 50 hours of coaching (1 hour per week) for each of the 4 identified school principals for on-site, job-embedded coaching. This support includes, but is not limited to:

- Supporting the development of skills to navigate and facilitate crucial conversations with educational partners
- Supporting the development and implementation of school organizational processes
- Supporting access and utilization of school personnel and district/county partner resources to develop leadership skills in curriculum, crucial conversations, organizational management
- Leadership coaching to build the capacity of the site leadership team in implementing structures and processes effectively at the individual school site

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 coaching is \$ 16,000.00 and will be paid by the Title II funds.

RECOMMENDATION: Approve Support Services for School Administrator Coaching.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 22, 2024
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Christensen, Kelli Teacher	HES	06/30/2024	Personal
Juarez, Cyrus Teacher	KES	06/30/2024	Personal
Tep, Samphors Teacher	MES	06/30/2024	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Garza, Jesusa School Supervision Assistant	GKES	5/31/2024	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Chavez, Elizabeth Special Education Para Educator	CES	8/1/2024	Accepted Position
Figueroa Ayala, Andrea Special Education Para Educator	VES	5/31/2024	Personal
Garcia, Gina Special Education Para Educator	NES	4/21/2024	Accepted Position
Gomez, Regina Clerk Typist I	BES	4/26/2024	Personal
Kaur, Rupinder School Supervision Assistant	MVMS	4/24/2024	Accepted Position
Pasquale, Bryce Para Educator I	GKES	4/23/2024	Personal
Preciado, Jocelyn Special Education Para Educator	CES	5/31/2024	Personal
Taa, Daphne Clerk Typist I	CES	5/3/2024	Personal
Vaivai, Nyla High School Library Technician	KHS	4/23/2024	Personal
Valdez-Estrada, Sergio Utility Person II	PCES/MOT	4/25/2024	Personal

BACKGROUND:**COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Garibaldi, Alberto Boys' Varsity Basketball	KHS	4/23/24	Personal
Keeney, Brian Water Polo Assistant	WHS	4/16/24	Personal
Pasquale, Bryce Cross Country Assistant	THS	4/23/24	Personal
Pasquale, Bryce Track & Field Assistant	THS	5/4/24	Personal

Spoulos, Brooke Dance Advisor	WHS	4/22/24	Personal
Spoulos, Brooke Pep Squad Advisor	WHS	4/22/24	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 25, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Barber, Michael

Caffese, Renee

Calderon, Audra

Castellanos, Jocelyn

Overby, Christine

CERTIFICATED

Stein Continuation High School
TYAP (Replacement)
"A" Class I, Step 1 - \$65,452.00
Fund: Special Education

Jacobson Elementary School
2nd Grade (Replacement)
"A" Class VI, Step 1 - \$64,600.00
Fund: IASA-Title I Bas Grnts Low Inc.

West High School
Biology (Replacement)
"B" Class V, Step 1 - \$72,127.00
Fund: General

George Kelly School
5th Grade (Replacement)
"A" Class I, Step 1 - \$62,197.00
Fund: General

Central Elementary School
5th Grade (Replacement)
"B" Class I, Step 1 - \$67,377.00
Fund: IASA-Title I Bas Grnts Low Inc.

Ramirez-Valez, Jaqueline

Jacobson Elementary School
2nd Grade (Replacement)
"B" Class III, Step 1 - \$65,113.00
Fund: General - Unrestricted

Valdez, Tina

George Kelly School
RSP TK-8 (Replacement)
"B" Class VI, Step 1 - \$75,403.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Chavez, Elizabeth

Special Education Para Educator (Replacement)
West High School
Range 27, Step E - \$23.94 per hour
Fund: Special Education

De Anda, Dulce

Food Service Worker (Replacement)
Kimball High School
Range 25, Step E - \$22.83
Fund: Child Nutrition-School Program

Esparza, Oscar

Utility Person III (Replacement)
MOT/Kimball Grounds
Range: 38, Step D - \$29.53 per hour
Fund: 50% General Fund
50% Special Education Transportation

Gallegos, Sara

Food Service Worker (Replacement)
Tracy High School
Range 25, Step B - \$19.89
Fund: Child Nutrition-School Program

Garcia, Gina

Special Education Para Educator (Replacement)
Williams Middle School
Range 27, Step E - \$23.94 per hour
Fund: Special Education

Kaur, Rupinder

IEP Para Educator (Replacement)
McKinley Elementary
Range 24, Step B - \$19.39 per hour
Fund: Special Education

Koti, Robin

Utility Person III (Replacement)
MOT/Grounds
Range 38, Step C - \$28.19 per hour
Fund: 25% General
25% Ongoing and Major Maintenance
50% Special Ed Transportation

Medina, Kelly Lynn	Special Education Para Educator (Replacement) George Kelly School Range 27, Step C - \$21.81 Fund: Special Education
Ramos-Guillen, Violeta	Special Education Para Educator (Replacement) Central Elementary School Range 27, Step A - \$19.89 Fund: Special Education
Saboor, Hanifa	School Supervision Assistant (Replacement) Art Freiler School Range 21, Step C - \$18.98 Fund: General Fund
Trueba Fregoso, Aline	Parent Liaison (Replacement) Villalovoz/Poet Christian Elementary Range 28, Step A - \$20.34 per hour Fund: Targeted EL

BACKGROUND:

Pribble, Jeffery

COACHES

Tracy High School
Track & Field Assistant Coach
\$5,429.67

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. For Human Resources
DATE: April 30, 2024
RE: **Approve Fieldwork, Assisting and Observation Experiences Agreement with Teachers College of San Joaquin**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the District in increasing the number of candidates that are available for teaching, school counseling, and school psychology positions within the district. A contract between Teachers College of San Joaquin and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from May 15, 2024, through May 15, 2027.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Teaching and 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 Fieldwork, Assisting and Observation Experiences Agreement with Teachers College of San Joaquin.

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

MEMORANDUM OF UNDERSTANDING

AND AGREEMENT TO PROVIDE STUDENT TEACHING, ASSISTING & OBSERVATION EXPERIENCES

This Memorandum of Understanding and Agreement to Provide Student Teaching, Assisting and Observation Experiences ("Agreement"), is entered into this May 15, 2024, by and between the Teachers College of San Joaquin ("University") and the Tracy Unified School District ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the California Commission on Teacher Credentialing (CCTC) as a teacher education institution to provide teaching experience to students enrolled in the teacher preparation curricula of such institutions; and

WHEREAS, University is approved by the CCTC as a teacher education institution.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide a student teaching ("Teaching"), Assisting and/or Observation experiences in the schools or classes of District, based on mutual agreement by District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives. "Teaching" as used in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District. These employees will: a) hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District; b) be identified as a teacher excellence; c) have at least 5 years of teaching experience.

"Assisting" as used in this Agreement means active participation in specific and targeted functions of classroom teaching under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

"Observation" as used in this Agreement means observing multiple and specific grade levels, subjects and programs in the schools and/or classes of District under the supervision and instruction of employees of District. These employees will hold valid teaching credentials issued by the CCTC, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

B. The assignment of candidates of the University for "Teaching," "Assisting" and/or "Observing" experiences is by mutual agreement of District and University. Such experiences shall be under the direct supervision, evaluation, and instruction of District and University employees, through their duly authorized representatives.

The assignment of a candidate of the University for "Teaching" in the District shall be deemed effective for the purpose of this Agreement as of the date the Student Teaching Plan is reviewed, complete and signed by District and University employee, through their duly authorized representatives.

The assignment of a candidate of the University for "Assisting" in the District shall be deemed effective for the purposes of this Agreement as of the date an Assisting Letter is reviewed and signed by the District, through their duly authorized representatives.

The assignment of a student of the University for "Observing" in the District shall be deemed effective for the purposes of this Agreement as of the date an Observation Letter is reviewed signed by the District, through their duly authorized representatives.

C. District for good cause, may refuse to accept "Teaching", "Assisting", or "Observing" students from University. Additionally, District for good cause, may terminate any student's "Teaching", "Assisting", or "Observing" experience.

D. District shall fingerprint University students through District Livescan technician, \$25 non-refundable fee.

E. University student shall provide proof of negative TB certification for District records, not to be older than 36 months.

II. UNIVERSITY RESPONSIBILITIES

A. University "Teaching" candidates will have an assigned University Supervisor. This Supervisor will meet with District (principal(s) and Cooperating Master Teacher(s)) to review and clarify University's Field Experience Manual including number of observations, starting and ending dates, orientation to Teacher Performance Expectations and Teacher Performance Assessments, and honorarium process.

University "Teaching" candidates will teach in the District, based on mutual agreement by District and University, for a term as agreed to on the Student Teaching Plan. The candidate will be concurrently enrolled in University coursework, which supports their "Teaching" experience.

University "Assisting" candidates will assist in the District, based on mutual agreement by District, for a term as agreed to on the Assisting Letter. The candidate will be concurrently enrolled in University coursework, which supports their "Assisting" experience.

University students will "Observe" in the District, based on mutual agreement by District, for a term as agreed to on the Observation Letter. The student will be concurrently enrolled in University coursework, which supports their "Observing" experience.

B. University "Teaching" candidates will possess valid CCTC Certificates of Clearance (LiveScan/Fingerprinting) and have passed the California Basic Educational Skills Test (CBEST), passed all California Subject Examinations for Teachers (CSET) and have T.B. Clearance.

University "Assisting" students will possess valid CCTC Certificates of Clearance (LiveScan/Fingerprinting) and have passed the CBEST.

University "Observing" students will possess valid CCTC Certificates of Clearance (LiveScan/Fingerprinting).

III. RELEASE

University shall not mention or otherwise use the District name, insignia, symbol, trademark, trade name or logotype of the other Party or its Affiliates in any manner without the prior written consent of the District in each instance (which shall not be unreasonably withheld or delayed).

IV. INDEMNITY

District and University agree to protect, hold harmless, indemnify and defend each other (including their respective officers, officials, employees, students and volunteers) from any and all liability (including reasonable attorneys fees) resulting from injury to or death sustained by any person or damage to property of any kind, which is in any way connected with the performance of this Agreement, except that said hold harmless and indemnification shall not be applicable to liability arising from the sole negligence or the sole willful misconduct of District or University.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

- Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to this Agreement as additional insured;
 - Commercial General Liability coverage shall include Sexual Abuse and Molestation coverage;
 - Professional Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate;
- Workers' Compensation coverage with statutory limits; and
 - Employers Liability coverage with limits of not less than \$1,000,000 per occurrence.
 - Waiver of subrogation to be part of this coverage

Each insurance policy required above shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been given to the other party to this Agreement.

District and University, upon request of either party, shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

University will list the District as "Certificate Holder" as follows:

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

- An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - List the "Additional Insured" as follows:
 - **Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.**
 - The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
 - The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties shall attempt to resolve the dispute through mediation and, failing a resolution through mediation, shall settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VIII. GENERAL PROVISIONS

- A. Term of Agreement. The term of this Agreement shall commence on May 15, 2024 and shall terminate on May 15, 2027.
- B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.
- C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.
- D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.
- E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.
- F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.
- G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Girlie Hale, Ed.D.
President
Teachers College of San Joaquin
PO Box 213030
Stockton, CA 95213

To District:

Tammy Jalique
Associate Supt for HR
Tracy Unified School District
1875 W Lowell Ave
Tracy, Ca 95376

- H. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the date written above

University

By: _____

Girlie Hale

President

Teachers College of San Joaquin

Date: _____

By: _____

Warren Sun

Division Director, Operations

San Joaquin County Office of Education

Date: _____

District

By: _____

Tammy Jalique

Associate Superintendent for

Human Resources

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 14, 2024
SUBJECT: **Certify that Provisions of Section 5593 Regarding Coaches Have Been Met**

BACKGROUND: Section 5594 of Title 5, California Code of Regulations requires that all local governing boards shall certify to the State Board of Education that the provisions of Section 5593 have been met.

RATIONALE: All coaches currently employed by the Tracy Unified School District meet the qualifications of Section 5593.

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: Certify that Provisions of Section 5593 Regarding Coaches Have Been Met.

Prepared by: Karina Soto, Personnel Technician.

Name	Position	Season	Site	Sport	Level
Agapie, George	Coach	Nov-Mar	KHS	Soccer	Boys-Frosh/Soph
Aguilar, Julie	Coach	Feb-June	THS	Softball	Soph
Aguilera, Michael	Coach	Nov-Mar	THS	Soccer	Boys' Varsity
Albright, Ashley	Coach	Aug-Dec	KHS	Pep Squad	Asst. Advisor - Fall
Albright, Ashley	Coach	Nov-Mar	KHS	Pep Squad	Asst. Advisor - Winter
Allen-Trombley, Jennifer	Coach	Aug-Dec	KHS	Cross Country	Asst. Coach
Alvarado, Salvador	Coach	Feb-June	THS	Baseball	Frosh
Anastasio, Jessica	Coach	Aug-Dec	WHS	Tennis	Girls' Varsity
Anastasio, Jillian	Coach	Feb-June	KHS	Volleyball	Boys' Varsity
Anastasio, Stephen	Coach	Feb-June	KHS	Volleyball	Boys' Soph
Anderson, John	Coach	Feb-June	WHS	Tennis	Boys' Varsity
Andrews, Garrett	Coach	Aug-Dec	WHS	Football	Varsity Asst
Andrews, Joshua	Coach	Aug-Dec	WHS	Football	Varsity Asst
Barbontin-Jimenez, Cristian	Coach	Nov-Mar	WHS	Soccer	Boys' Frosh/ Soph
Barnett, Dorvez	Coach	Nov-Mar	KHS	Basketball	Girls' Varsity
Behnam, Arash	Coach	Nov-Mar	WHS	Soccer	Girls' Varsity
Bigler, Justin	Coach	Aug-Dec	KHS	Golf	Girls' Varsity
Bigler, Justin	Coach	Feb-June	KHS	Softball	Varsity
Bogetti, Clayton	Coach	Nov-Mar	THS	Wrestling	Boys' Asst.
Bowie, Gregory	Coach	Nov-Mar	KHS	Basketball	Girls' Soph
Boyer, Nathan	Athl. Dir.	All Year	KHS		Athl. Dir.
Brown, David	Coach	Aug-Dec	THS	Flag Football	Varsity/JV
Burrell, Stanley	Coach	Aug-Dec	WHS	Football	Soph Asst.
Butler, Jessica	Coach	Nov-Mar	KHS	Pep Squad	Advisor - Winter

Butler, Jessica	Coach	Aug-Dec	KHS	Pep Squad	Advisor - Fall
Coatney, Monique	Coach	Aug-Dec	KHS	Dance	Advisor - Fall
Coatney, Monique	Coach	Nov-Mar	KHS	Dance	Advisor - Winter
Corbett, Heather	Coach	Aug-Dec	WHS	Volleyball	Girls' Varsity
Corbett, Jonathan	Coach	Aug-Dec	WHS	Volleyball	Girls' Frosh
Corbett, Jonathan	Coach	Nov-Mar	WHS	Wrestling	Head Coach
Cueva, Genaro	Coach	Nov-Mar	THS	Basketball	Boys' Varsity
DeHaro, Adam	Coach	Feb-June	THS	Baseball	Soph
Dennington, Arden	Coach	Nov-Mar	THS	Wrestling	Girls' Asst
Dennington, Brandon	Coach	Nov-Mar	THS	Wrestling	Head Coach
Diaz, Alex	Coach	Nov-Mar	KHS	Wrestling	Head Coach
Dorado, Abel	Coach	Nov-Mar	WHS	Soccer	Boys' Varsity
Doran, Rebekah	Coach	Aug-Dec	THS	Water Polo	Asst Coach
Doran, Rebekah	Coach	Feb-June	THS	Swimming	Head Coach
Dyrda, Courtney	Coach	Feb-June	THS	Softball	Frosh
Ebojo, Catherine	Coach	Aug-Dec	THS	Volleyball	Girls' Varsity
Ebojo, Catherine	Coach	Feb-June	WHS	Volleyball	Boys' Varsity
Edwards, William	Coach	Aug-Dec	WHS	Football	Varsity Head
Ervin, Ciara	Coach	Feb-June	WHS	Softball	Varsity
Escobar, Zackery	Coach	Aug-Dec	THS	Football	Varsity Asst.
Espino, Felipe	Coach	Aug-Dec	KHS	Tennis	Girls' Varsity
Espino, Felipe	Coach	Feb-June	KHS	Tennis	Boys' Varsity
Evans, Justin	Coach	Aug-Dec	THS	Football	Varsity Asst.
Farfan, David	Coach	Feb-June	WHS	Baseball	Varsity
Fielsch, Mischelle	Coach	Aug-Dec	THS	Tennis	Girls' Varsity
Fielsch, Mischelle	Coach	Feb-June	THS	Tennis	Boys' Varsity

Galindo, Rodrigo	Coach	Feb-June	KHS	Softball	Soph
Garcia, Salvamar	Coach	Nov-Mar	WHS	Basketball	Girls' Varsity
Garibaldi, Alberto	Coach	Nov-Mar	KHS	Basketball	Boys' Varsity
Gee, Ken	Coach	Nov-Mar	KHS	Basketball	Girls' Frosh
Gibson, Jimmy	Coach	Feb-June	THS	Volleyball	Boys' Varsity
Gonzales, Jennifer	Coach	Feb-June	KHS	Swimming	Asst. Coach
Graves, Derek	Coach	Aug-Dec	KHS	Football	Varsity Head
Guillen, Marcus	Coach	Aug-Dec	THS	Football	Frosh Head
Guillen, Nelson	Coach	Aug-Dec	THS	Football	Soph Asst.
Haliczer, Denise	Coach	Feb-June	WHS	Swimming	Varsity Asst.
Hall, Steve	Coach	Aug-Dec	THS	Football	Soph Asst.
Hayley, Chris	Coach	Nov-Mar	KHS	Basketball	Boys' Soph
Heinen, Casey	Coach	Aug-Dec	KHS	Water Polo	Boys' Head Coach
Heinen, Casey	Coach	Aug-Dec	KHS	Water Polo	Girls' Head Coach
Heinen, Casey	Coach	Feb-June	KHS	Swimming	Head Coach
Helton, Michael	Coach	Aug-Dec	THS	Volleyball	Girls' Frosh
Helton, Michael	Coach	Feb-June	THS	Volleyball	Boys' Soph
Hupman, Tida	Coach	Aug-Dec	WHS	Cross Country	Asst. Coach
Hupman, Tida	Coach	Nov-Mar	WHS	Soccer	Girls' Frosh/ Soph
Hupman, Tida	Coach	Feb-June	WHS	Track & Fields	Asst. Coach
Ibeji, Friday	Coach	Nov-Mar	KHS	Soccer	Girls-Varsity
Jeffery, Donald	Coach	Nov-Mar	WHS	Basketball	Girls' Soph
Jimenez, Alejandro	Coach	Nov-Mar	THS	Basketball	Boys' Frosh
Kalis, Phillip	Coach	Nov-Mar	THS	Soccer	Girls' Varsity
Keeney, Paulette	Coach	Feb-June	THS	Softball	Varsity
Knighten, Jamaris	Coach	Aug-Dec	WHS	Football	Soph Head
Labasan, Mission	Coach	Nov-Mar	THS	Basketball	Boys' Soph

Lafever, Ernest	Coach	Feb-June	KHS	Baseball	Soph
Larios, Gissel	Coach	Feb-June	WHS	Volleyball	Boys' Soph
Larios, Gissel	Coach	Feb-June	THS	Volleyball	Girls' Soph
Lassiter, Bryce	Coach	Nov-Mar	KHS	Soccer	Boys' Varsity
Lemos, Michael	Coach	Aug-Dec	THS	Football	Frosh Asst
Lozano, Frank	Coach	Feb-June	WHS	Track & Field	Asst. Coach
Maas, Karl	Coach	Nov-Mar	KHS	Wrestling	Boys' Asst.
Madison, Robert	Coach	Nov-Mar	KHS	Basketball	Boys' Frosh
McKey, Larry Justin	Coach	Aug-Dec	KHS	Football	Frosh Asst
Morris, Jessica	Coach	Aug-Dec	WHS	Water Polo	Girls' Head Coach
Morris, Jessica	Coach	Aug-Dec	WHS	Water Polo	Boys' Head Coach
Morris, Jessica	Coach	Feb-June	WHS	Swimming	Head Coach
Muniz, Theodore	Coach	Feb-June	THS	Baseball	Varsity
Murray, Lindsey	Coach	Feb-June	THS	Swimming	Varsity Asst.
Murray, Lindsey	Coach	Aug-Dec	THS	Water Polo	Girls' Head Coach
Murray, Lindsey	Coach	Aug-Dec	THS	Water Polo	Boys' Head Coach
Myers, Christopher	Coach	Aug-Dec	THS	Flag Football	Varsity/JV
Nunn, Michael	Coach	Feb-June	KHS	Track	Asst. Coach
Orlanes, Angelaia	Coach	Aug-Dec	KHS	Volleyball	Girls' Frosh
Parks, Brandon	Coach	Nov-Mar	WHS	Basketball	Boys' Varsity
Pasquale, Bryce	Coach	Feb-June	THS	Track	Asst. Coach
Peltz, David	Coach	Feb-June	WHS	Baseball	Soph
Perez, Jaime	Coach	Aug-Dec	THS	Cross Country	Head Coach
Perry, Nathan	Coach	Nov-Mar	THS	Soccer	Girls' Frosh/Soph
Pombo, Richard	Coach	Feb-June	KHS	Baseball	Varsity
Pribble, Jeffery	Coach	Aug-Dec	THS	Football	Varsity Head
Pribble, Jeffery	Coach	Feb-June	THS	Track	Asst. Coach
Ramos, Adrian	Coach	Aug-Dec	KHS	Football	Varsity Asst.

Ramsey, Brian	Coach	Feb-June	THS	Track	Asst. Coach
Renshaw, David	Coach	Feb-June	WHS	Track & Field	Asst. Coach
Rhinehart, Mackenzie	Coach	Aug-Dec	THS	Pep Squad	Asst. Advisor - Fall
Rhinehart, Mackenzie	Coach	Nov-Mar	THS	Pep Squad	Asst. Advisor - Winter
Rios, David	Coach	Nov-Mar	KHS	Soccer	Girls' Frosh/Soph
Rodriguez, Jose	Coach	Nov-Mar	THS	Soccer	Boys' Varsity
Sanchez, Julie	Coach	Aug-Dec	KHS	Volleyball	Girls' Varsity
Sanchez, Oliver	Coach	Aug-Dec	KHS	Volleyball	Girls' Soph
Sanchez, Serena	Coach	Nov-Mar	WHS	Wrestling	Girls' Asst.
Sauers, Shannon	Coach	Aug-Dec	KHS	Football	Varsity Asst.
Seierup, Erik	Coach	Nov-Mar	THS	Basketball	Girls' Soph
Shafi, Shahid	Coach	Nov-Mar	WHS	Wrestling	Boys' Asst.
Shelton, Nathaniel	Coach	Aug-Dec	THS	Football	Soph Head
Shelton, Nathaniel	Coach	Feb-June	THS	Track	Head Coach
Shelton-Zaragoza, Bobielyn	Coach	Feb-June	THS	Track	Asst. Coach
Shrout, Matthew	Coach	All Year	THS		Athletic Director
Silcox, Jennifer	Coach	Aug-Dec	WHS	Pep Squad	Asst. Advisor - Fall
Silcox, Jennifer	Coach	Nov-Mar	WHS	Pep Squad	Asst. Advisor - Winter
Soares, Sheila	Coach	Aug-Dec	THS	Dance	Advisor - Fall
Soares, Sheila	Coach	Aug-Dec	THS	Pep Squad	Advisor - Fall
Soares, Sheila	Coach	Nov-Mar	THS	Dance	Advisor - Winter
Soares, Sheila	Coach	Nov-Mar	THS	Pep Squad	Advisor - Winter
Solano, Derek	Coach	All Year	WHS		Athletic Director
Speer, Kevin	Coach	Aug-Dec	THS	Football	Varsity Asst.
Spoulos, Brooke	Coach	Aug-Dec	WHS	Pep Squad	Advisor - Fall
Spoulos, Brooke	Coach	Aug-Dec	WHS	Pep Squad	Advisor - Winter
Spoulos, Brooke	Coach	Aug-Dec	WHS	Dance	Advisor - Fall
Spoulos, Brooke	Coach	Nov-Mar	WHS	Dance	Advisor - Winter

Stevens, Joclyn	Coach	Feb-June	WHS	Swimming	Varsity Asst.
Sundquist, Derek	Coach	Feb-June	WHS	Softball	Soph
Tango, Travis	Coach	Feb-June	KHS	Track	Asst. Coach
Tate, Daniel	Coach	Aug-Dec	KHS	Football	Frosh Asst
Taylor, Brandan	Coach	Nov-Mar	WHS	Basketball	Boys' Frosh
Thomas, Donald	Coach	Nov-Mar	THS	Basketball	Girls' Frosh
Torma, Austin	Coach	Aug-Dec	WHS	Football	Soph Asst.
Traylor, Marc	Coach	Nov-Mar	WHS	Basketball	Boys' Soph
Trombley, Benjamin	Coach	Aug-Dec	KHS	Cross Country	Head Coach
Trombley, Benjamin	Coach	Feb-June	KHS	Track	Head Coach
Tsirelas, John	Coach	Feb-June	KHS	Golf	Boys' Varsity
Uecker, Desirae	Coach	Feb-June	KHS	Track	Asst. Coach
Vallotton, David	Coach	Aug-Dec	WHS	Flag Football	Varsity
Vaughn, Leconte	Coach	Aug-Dec	KHS	Football	Frosh Head
Villa, Abel	Coach	Feb-June	KHS	Track	Asst. Coach
Villafuerte, Ralph	Coach	Feb-June	KHS	Baseball	Frosh
Walls, Bill	Coach	Aug-Dec	WHS	Football	Varsity Asst.
Wescott, Marc	Coach	Aug-Dec	THS	Golf	Girls' Varsity
Wescott, Marc	Coach	Feb-June	KHS	Golf	Boys' Varsity
Wichman, Casey	Coach	Aug-Dec	WHS	Golf	Girls' Varsity
Wichman, Casey	Coach	Feb-June	WHS	Golf	Boys' Varsity
Williams, Theodore	Coach	Aug-Dec	WHS	Cross Country	Head Coach
Williams, Theodore	Coach	Feb-June	WHS	Track & Field	Head Coach
Yerian, Jake	Coach	Aug-Dec	THS	Football	Frosh Asst
Zamzow, Ryan	Coach	Aug-Dec	KHS	Water Polo	Asst Coach
Zamzow, Ryan	Coach	Feb-June	KHS	Swimming	Asst. Coach

Temporary Athletic Team Coach Certification

School Year 2023-2024

TO THE STATE BOARD OF EDUCATION:

Per Title 5, California Code of Regulation, Section 5594:

The governing board of each local school district shall certify to the State Board of Education that the provisions of Section 5593 have been met.

LOCAL SCHOOL BOARD CERTIFICATION:

I hereby certify that the school district has met the conditions set forth in Title 5, Section 5593.

District Name: **Tracy Unified School District**

Print Name:

Date Signed:

Signature of Person Signing for the District Board:

Mail signed forms to:

State Board of Education/California Department of Education
Attn: Temporary Athletic Team Coach Certificates
Professional Learning Support and Monitoring Office
1430 N Street, Suite 4309
Sacramento, CA 95814



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Robert Pecot, Superintendent
DATE: April 24, 2024
SUBJECT: Adopt Resolution #23-15 Specifications of the Election Order

BACKGROUND: The regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district.

RATIONALE: In order to participate in a consolidated election with San Joaquin County, the Board of Trustees must pass a resolution to do so. In effect, this resolution places the election of Trustees on the General Election Ballot of November 5, 2024.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #23-15 Specifications of the Election Order.

Prepared by: Dr. Robert Pecot, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 23-15
Specifications of the Election Order**

WHEREAS, the regular biennial election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill offices of members of the governing board in any school district or community college district; and

WHEREAS, the governing board member election shall be held on Tuesday, November 5, 2024; and

WHEREAS, the purpose of the election is to elect three (3) members of the Governing Board of the Tracy Unified School District, in San Joaquin County, as follows:

- One (1) Trustee – Area 1 – four-year term
- One (1) Trustee – Area 3 – four-year term
- One (1) Trustee – Area 5 – four-year term

WHEREAS, the Clerk or Secretary of the Governing Board shall deliver, no later than May 24, 2024, two copies of this Resolution and Order to the county Superintendent of Schools, and one copy to the San Joaquin County Registrar of Voters.

NOW, THEREFORE BE IT RESOLVED, that the Governing Board of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein, certifies the Specification of the Election Order as presented.

APPROVED AND ADOPTED this 14th day of May, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**President
Board of Trustees
Tracy Unified School District**

**Clerk
Board of Trustees
Tracy Unified School District**



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: May 1, 2024
SUBJECT: Approve Updated Board Policy and Administrative Regulation 5030 Student Wellness (First Reading)

BACKGROUND: Existing Board Policy and Administrative Regulation related to student wellness are no longer current due to recent updates to the federal non-discrimination statement.

RATIONALE: The Tracy Unified School District needs to review and revise current Board Policy and Administrative Regulation 5030 Student Wellness to reflect updated language to the federal non-discrimination statement.

FUNDING: There is no cost.

RECOMMENDATION: Approve Updated Board Policy and Administrative Regulation 5030 Student Wellness (First Reading).

Prepared by: Brandy Campbell, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 14, 2024
SUBJECT: Approve the Agreements for the West HS ReRoofing Project Bid No. 2024-102

BACKGROUND: The aging roof system at the West High School, has far exceeded its life and is in need of replacement. The roof system was originally assessed in November of 2020 and was added to the Deferred Maintenance list of roofs to replace. Subsequently, the needed scope of work was advertised and bids were received for the work to be completed. The bids were reviewed and assessed for the most responsive and lowest bidders, as presented;

West High School	Contractor	Contractor Bid	Owner Supplied Materials	Total Project Price
Bid Section 1	Brazos	\$ 1,567,290.00	\$ 643,518.82	\$ 2,210,808.82
Bid Section 2	Universal Coatings	\$ 570,000.00	\$ 907,579.84	\$ 1,477,579.84
			Total Project Cost	\$ 3,688,388.66

RATIONALE: The following project and its scope of work is needed to continue the support of the District's goals to maintain and benefit the learning environment and the educational experiences of the students and staff of the Tracy Unified School District within its Facilities.

FUNDING: \$3,400,587.43 (Fund 14-Def. Maintenance).

RECOMMENDATION: Approve the Agreements for the West HS ReRoofing Project Bid No. 2024-102.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 14, 2024
SUBJECT: Approve the Agreements for Williams MS ReRoofing Project Bid No.2024-101

BACKGROUND: The aging roof system at the Williams Middle School, has far exceeded its life and is in need of replacement. The roof system was originally assessed in November of 2020 and was added to the Deferred Maintenance list of roofs to replace. Subsequently, the needed scope of work was advertised and bids were received for the work to be completed. The bids were reviewed and assessed for the most responsive and lowest bidders, as presented;

Williams MS	Contractor	Contractor Bid	Owner Supplied Materials	Total Project Price
Bid Section 1	Stonger Builders	\$ 1,980,000.00	\$ 1,239,585.70	\$ 3,219,585.70
Bid Section 2	Universal Coatings	\$ 67,000.00	\$ 113,921.73	\$ 180,921.73
			Total Project Cost	\$ 3,400,507.43

RATIONALE: The following project and its scope of work is needed to continue the support of the District's goals to maintain and benefit the learning environment and the educational experiences of the students and staff of the Tracy Unified School District within its Facilities.

FUNDING: \$3,400,587.43 (Fund 14-Def. Maintenance).

RECOMMENDATION: Approve the Agreements for Williams MS ReRoofing Project Bid No.2024-101.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: May 1, 2024
SUBJECT: Adopt New Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion (First Reading)

BACKGROUND: Tracy Unified School District does not currently have Board Policies and Administrative Regulations regarding school advertising and promotion.

RATIONALE: It is imperative for Tracy Unified School District to adopt a new Board Policy and acknowledge the new Administrative Regulation 1325 Advertising and Promotion. This action is necessary to ensure alignment with current laws and language governing school advertising and promotion practices.

FUNDING: There is no cost.

RECOMMENDATION: Adopt a new Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion (First Reading).

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

Business and Non-Instruction

Advertising and Promotion

The Board establishes this policy to ensure effective and consistent standards for advertisements and promotions by non-school groups in school-sponsored publications, on district and school web sites and social media, and on school facilities and grounds. Student speech shall be regulated in accordance with AR 5145.2 — Freedom of Speech/Expression.

The Superintendent or designee may, consistent with the criteria established in this policy and Regulation 1325, approve:

1. Distribution of noncommercial materials, including flyers, that publicize services, special events, public meetings, or other gatherings of interest to students or parents/guardians sponsored by the district, school, school-affiliated organizations (booster clubs, PTA, etc.), public agencies or by local non-profit, non-partisan, non-sectarian community groups that benefit the youth of the community (educational or athletic programs), as determined in the district's sole discretion.

(cf. 1400 - Relations Between Governmental Agencies)

(cf. 5145.2 - Freedom of Speech/Expression)

(cf. 6162.8 - Research)

2. Distribution of promotional materials, including flyers, of a commercial nature to students or parents/guardians provided that the promoted activity is sponsored by the district, school, school-affiliated organizations (booster clubs, PTA, etc.), public agencies or by local non-profit, non-partisan, non-sectarian community groups that benefit the youth of the community (educational or athletic programs), as determined in the district's sole discretion.

(cf. 1700 - Relations Between Private Industry and the Schools)

3. Paid advertisements on school property, including, but not limited to, advertisements on school buildings, athletic fields, scoreboards, and billboards.
4. Paid advertisements in school-sponsored publications, yearbooks, announcements, and other school communications, including web sites and social media.
5. Products and materials donated by commercial enterprises for educational use, including those that bear the name and/or logo of the donor, as long as they do not unduly promote the donor or any commercial activity or product.

Business and Non-Instruction

Advertising and Promotion

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Prior to distribution or publication, the Superintendent or designee shall review and approve all advertising copy and promotional materials to ensure compliance with Board policy.

The Superintendent or designee may approve the following types of commercial materials/advertising, based upon the criteria set forth in Regulation 1325, but may not disapprove materials or copy in an arbitrary or capricious manner or in a way that discriminates against any group or viewpoint on a subject that would otherwise be allowed.

All materials to be distributed shall bear the name and contact information of the sponsoring entity.

The Superintendent or designee shall require a disclaimer on any non-school group's promotional materials to be distributed, posted, or published, stating that the distribution, posting, or publishing of the materials does not imply district endorsement of the group's activities, products, or services. District- and school-sponsored publications shall include a disclaimer stating that the district and school does not endorse any advertised products or services.

The Superintendent or designee may also consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

Schools may establish additional criteria pertaining to the content of advertisements in school publications and yearbooks, as deemed appropriate by the Superintendent or designee in accordance with law and Board policy.

Corporate Sponsorships

The Board desires to promote positive relationships between district schools and the community in order to enhance community partnerships, support, and involvement in the schools. Just as community organizations can build support for the schools, the schools can cooperate with non-school organizations under certain circumstances by publicizing services, special events, and public meetings of interest to students and parents/guardians. Through the implementation of sponsorship platforms for non-school organizations, the district will be able to offset some of its General Fund expenses and protect some of the most vulnerable student programs.

The Superintendent or designee has the authority to enter into corporate sponsorship contracts. Sponsor activities could include signage in the cafeteria, on athletic fields, in common areas, naming rights of auxiliary buildings, product demonstrations, recognition on the district's website,

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granting "official designations" to sponsors, and other activities. The district has the right to refuse any offers of sponsorship in its sole discretion.

The sale to students or employees of articles shall be prohibited.

Permanent advertising or sponsorship recognition shall be permitted only with approval by the Superintendent or designee. (Education Code 35161, 35182.5)

Commercial Advertising

School-sponsored publications, announcements and other school communications may accept paid advertising except for that prohibited by law and administrative regulation. The Superintendent or designee may prohibit advertisements which are inconsistent with school objectives and do not reasonably relate to the educational purpose of school-sponsored publications, pursuant to this policy. In addition, the Superintendent or designee may allow the distribution of promotional material of a commercial nature within the parameters of law and administrative regulation but also may prohibit the distribution of materials which lack educational value or are not related directly to the school program.

Students shall not be exploited to raise money, and time spent securing ads shall not infringe upon the school program.

(cf. 5145.2 - Freedom of Speech/Expression)

Products and materials donated by commercial enterprises may be used in the classroom as long as they serve an educational purpose and do not unduly promote any commercial activity or products. Such materials may bear the name or logo of the donor, subject to district approval. The use of such materials does not imply district endorsement of any identified commercial products or services.

(cf. 1700 - Relations between Private Industry and the Schools)

(cf. 3290 - Gifts, Grants and Bequests)

(cf. 6161.11 - Supplementary Instructional Materials)

Posting of Signs and Banners on School Property

The district realizes that school and non-school organizations have a need to communicate to the school community regarding upcoming events.

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Signs and banners inside the external perimeter of the school are limited to subjects providing information about school or district activities and must be approved by the Superintendent or designee. The Superintendent or designee will monitor the use of signs to support an attractive environment and atmosphere at the school site. Kiosks and/or bulletin boards, if available, may also be used to post general community information if approved by the school principal.

The number of total banners displayed at a school site may be limited by the Superintendent or designee.

The exterior perimeter of buildings and fences facing a public road may not be used to display signs or banners from any community organization.

Legal Reference:

EDUCATION CODE

Ed. Code 35160 Authority of governing boards

Ed. Code 35160.1 Broad authority of school districts

Ed. Code 35172 Promotional activities

Ed. Code 38130-38139 Civic Center Act

Ed. Code 49430-49434 The Pupil Nutrition, Health, and Achievement Act of 2001

Ed. Code 49431.9 Prohibition of advertisement of non-nutritious foods

Ed. Code 7050-7058 Political activities of school officers and employees

BUSINESS CODE

Bus. Code 25664 Advertisements encouraging minors to drink

COURT DECISIONS

Yeo v. Town of Lexington, (1997) 131 F.3d 241

Bright v. Los Angeles Unified School District, (1976) 18 Cal. 3d 450

DiLoreto v. Downey Unified School District, (1999) 196 F.3d 958

Hemry v. School Board of Colorado Springs, (D.Col. 1991) 760 F.Supp. 856

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Advertising and Promotion

Hills v. Scottsdale Unified School District, (2003) 329 F.3d 1044

Lehman v. Shaker Heights, (1974) 418 U.S. 298

AR 1325**Distribution of Materials**

Materials, including flyers, generated by non-school organizations may be distributed or posted in district schools only when prior approval has been granted by the Superintendent or designee, assuring compliance with the provisions of Board policy and administrative regulations. Posting or distribution of such materials shall be limited to the promotion of activities or events sponsored by public agencies or by local non-profit, non-partisan, non-sectarian community groups that benefit the youth of the community (educational or athletic programs), as determined in the district's sole discretion.

The Superintendent or designee also may consider the educational value of the materials or advertisements, the age or maturity of the students in the intended audience, and whether the materials or advertisements support the basic educational mission of the district, directly benefit the students, or are of intrinsic value to the students or their parents/guardians.

Unless generated by the school, surveys or questionnaires requiring student or parent/guardian response also must be first approved by the Superintendent or designee. All materials to be distributed shall bear the name and contact location of the sponsoring group.

(cf. 6162.8 – Research)

Criteria for Approval

The Superintendent or designee shall not accept for distribution, or allow on school property, any materials or advertisements that:

1. Are lewd, obscene, libelous, or slanderous.
2. Incite students to commit unlawful acts, violate school rules, or disrupt the orderly operation of the schools.
3. Promote any particular political interest, candidate, party, or ballot measure, unless the candidates or advocates from all sides are provided the opportunity to present their views to the students during school hours or during events scheduled pursuant to the Civic Center Act.

(cf. 1160 - Political Processes)

(cf. 1330 - Use of School Facilities)

(cf. 4119.25/4219.25 - Political Activities of Employees)

4. Contain prayer or proselytizing language.
5. Position the district on any side of a controversial issue.
6. Discriminate against, attack, or denigrate any group on account of gender, race, ethnicity, culture, heritage, color, religion, ancestry, sex, sexual orientation, national origin, disability, medical condition, gender identity, marital status, or other unlawful consideration; or promote one group over another.

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Advertising and Promotion

(cf. 0410 - Nondiscrimination in District Programs and Activities)

7. Promote the use or sale of materials or services which are illegal or inconsistent with school objectives, including, but not limited to, materials or advertisements for tobacco, intoxicants, non-nutritious foods and beverages, weapons and dangerous instruments, and movies or products unsuitable for children.

(cf. 5030 - Student Wellness)

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5131.7 - Weapons & Dangerous Instruments)

8. Promote during the school day any food or beverage that does not comply with state nutritional standards pursuant to Education Code 49430-49434, including a corporate incentive program that offers free or discounted foods or beverages that do not meet nutritional standards as rewards for students who reach certain academic goals. This prohibition does not include advertising on clothing with brand images worn on school grounds, advertising contained in product packaging, or advertising of infrequent school fundraising events involving food or beverages that do not meet the nutritional standards. (Education Code 49431.9)
9. Solicit funds or services for an organization, with the exception of solicitations authorized in Board policy.
10. Distribute unsolicited merchandise for which an ensuing payment is requested.

Posting of Signs and Banners and Distribution of Flyers on School Property

All postings and distributions are subject to the laws of the State of California, and are subject to the following limitations:

1. Postings and distributed flyers are limited to promoting activities sponsored by public agencies or by local non-profit, non-partisan, non-sectarian community groups that benefit the youth of the community, as determined in the district's sole discretion.
2. Postings must not cover or replace banners or signs promoting school and district activities, which have priority.
3. Postings must be appropriate for the space available, including, without limitation, of appropriate size.
4. Postings must be attached in a way that permits them to be removed by the school.
5. Postings and distributed flyers may not contradict the values set forth in the school rules or Board policies.

The location of postings must be approved by the Superintendent or designee



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 24, 2024
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: Tracy Unified School District approved five new courses and expanded one course to Tracy High School, all to be offered starting in the 2024-25 school year. The Instructional Media Center (IMC) convened IM adoption committees to evaluate and recommend instructional materials for all five courses. The Curriculum Council recommended this program to the Board and the Board received a report on April 23, 2024.

Course(s) Publisher	Publisher	Program/Title	Copyright
Drone Videography	Federal Aviation Administration	<i>Airman Knowledge Testing Supplement for Sport Pilot, Recreational Pilot, Remote Pilot, and Private Pilot (FAA-CT-8080- 2H)</i>	2024
Women in US History	Oxford University Press	<i>American Women: A Concise History</i>	2021
Fundamentals of Criminal Justice	Oxford University Press	<i>Introduction to Criminal Justice: A Brief Edition, 2nd edition</i>	2021
Agriculture Business and Marketing	Goodheart-Wilcox	<i>Principles of Business, Marketing, and Finance, 2nd edition</i>	2023
Agriculture Food Systems II	Goodheart-Willcox	<i>Principles of Food Science, 5th edition</i>	2022
Graphic Arts I	Davis	<i>Communicating Through Graphic Design, 2nd edition</i>	2021

RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards and goals of that content area or course
- Instructional methods that actively engage all students at all levels of achievement
- When applicable, supports examinations related to that course

This agenda item meets Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials not to exceed \$39,000 for the 2024-25 school year will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials. Renewals in the following years will be paid from funds set aside for growth and replacement or instructional materials funds when available.

RECOMMENDATION: Approve Adoption of Instructional Materials.

Prepared by: Debra Schneider, Ph.D.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 11, 2024
SUBJECT: Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2024-2025 School Year

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Governing Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2024-2025 school year.

RATIONALE: State law requires local Governing Board approval of each site's Single Plan for Student Achievement (SPSA). This item supports Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, 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 Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2024-2025 School Year.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 29, 2024
SUBJECT: Adopt Revised Board Policy 4111, 4211, and 4311 Recruitment and Selection
(Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The revised Board Policy 4111, 4211, and 4311 is being revised based upon guidance from the California School Boards Association. Approval of these revisions would also result in the abolishment of AR 4111, 4211, and 4311.

RECOMMENDATION: Adopt Revised Board Policy 4111, 4211, and 4311 Recruitment and Selection (Second Reading)

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

RECRUITMENT AND SELECTION (Continued)

The Governing Board desires to employ the most highly qualified person available for each open position.

To provide guidance and direction for the Superintendent or designee to recommend only those candidates who meet all qualifications established by law and the Board for the position. Nominations for employment shall be based upon screening devices, interviews, observations, and recommendations from previous employers.

The Superintendent or designee shall develop recruitment and selection procedures which include:

1. Assessment of the district's needs for specific skills, knowledge and abilities;
2. Development of job descriptions which accurately describe all essential and marginal functions and duties of each position;
3. Dissemination of vacancy announcements to ensure a wide range of candidates;
4. Screening procedures which identify the best possible candidates for interviews; and
5. Interview procedures which determine the best qualified candidate for recommendation to the Board.

No inquiry shall be made with regard to the age, sex, race, color, religion, national origin, medical condition, disability or sexual orientation of a person seeking employment. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job.

District employment practices shall not discriminate against legal non-citizen residents. Inquiries to assure employment eligibility shall be made in accordance with Board policy and administrative regulation.

No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee, who shall present one candidate to the Board for approval.

Legal References:**EDUCATION CODE**

200-261	Prohibition of discrimination on the basis of sex
44066	Limitations on certification requirement
44259	Teaching credential; exception; designated subjects; minimum requirements
44830	Employment of certificated persons

TUSD Adopted: 12/10/96

Revised:

RECRUITMENT AND SELECTION (Continued)

44830.5	Assignment of certificated employees to district; ethnic ration
44858	Age or marital status in employment positions requiring certification qualifications
44859	Prohibition against certain rules and regulations re residency

The Governing Board is committed to employing suitable, qualified individuals to effectively carry out the district's vision, mission, and goals, and believes that students benefit when district staff reflects the racial, ethnic, linguistic, and cultural diversity of the district.

The Superintendent or designee shall develop equitable, fair, and transparent recruitment and selection processes and procedures that ensure individuals are selected for employment in the district based on demonstrated knowledge, skills, and competence and not on any bias, personal preference, or unlawful discrimination.

Additionally, the Superintendent or designee shall, through the recruitment and selection processes and procedures, seek to establish and maintain a diverse staff, including the active recruitment from institutions and organizations that serve populations underrepresented among district employees.

When a vacancy occurs, the Superintendent or designee shall review, as appropriate, the job description for the position to ensure that it accurately describes the major functions and duties of the position. The Superintendent or designee shall also disseminate job announcements to ensure a wide range of candidates.

When posting an employment opportunity, the Superintendent or designee shall include the pay scale for the open position. (Labor Code 432.2)

The Superintendent shall develop and maintain appropriate hiring procedures to identify the best possible candidates for a position. In doing so, an interview committee may be established to rank candidates and recommend finalists. During job interviews, applicants may be asked to describe or demonstrate how they will be able to perform the duties of the job. All discussions and recommendations shall be confidential and consistent with law.

No inquiry shall be made about any information prohibited by state or federal nondiscrimination laws.

Unless otherwise provided for in law, the district may not discriminate against a person in hiring based on the person's use of cannabis off the job and away from the workplace, including that the district may not request information from an applicant related to the applicant's prior use of cannabis, apart from the applicant's criminal history, or penalize an applicant based on a drug screening which finds that the applicant has nonpsychoactive cannabis metabolites in the applicant's hair, blood, urine, or other bodily fluid. (Government Code 12954)

TUSD Adopted: 12/10/96

Revised:

RECRUITMENT AND SELECTION (Continued)

However, the district retains the right to maintain drug-free schools or prohibit employees from possessing, being impaired by, or using cannabis while on the job. (Government Code 12954) The Superintendent or designee shall not inquire, orally or in writing, about an applicant's salary history information, including compensation and benefits. Additionally, the Superintendent or designee shall not rely on salary history information as a factor in determining whether to offer employment to an applicant or the salary to offer. However, the Superintendent or designee may consider salary information that is disclosable under state or federal law or that the applicant discloses voluntarily and without prompting. (Labor Code 432.3)

For each position, the Superintendent or designee shall present to the Board one candidate who meets all qualifications established by law and the Board for the position. No person shall be employed by the Board without the recommendation or endorsement of the Superintendent or designee.

Incentives

With Board approval and in accordance with district needs and any applicable collective bargaining agreements, the district may provide incentives to recruit teachers, administrators, or other employees, such as signing bonuses, assistance with beginning teacher induction and/or credential costs, mentoring, additional compensation, and/or subsidized housing.

LEGAL REFERENCES**State**

Ed. Code 200-262.4

Ed. Code 35035

Ed. Code 44066

Ed. Code 44259

Ed. Code 44750

Ed. Code 44830-44831

Ed. Code 44858

Ed. Code 44859

Ed. Code 45103-45139

Ed. Code 49406

Gov. Code 12900-12996

Gov. Code 7920.000-7930.215

Gov. Code 815.2

H&S Code 53570-53574

Lab. Code 432.3

Description

Prohibition of discrimination

Powers and duties of the superintendent; transfer authority

Limitations on certification requirements

Teaching credential, exception; designated subjects; minimum requirements

Teacher recruitment resource center

Employment of certificated persons

Age or marital status in certificated positions

Prohibition against certain rules and regulations regarding residency

Employment; classified employees

Examination for tuberculosis

Fair Employment and Housing Act

California Public Records Act

Liability of public entities and public employees

Teacher Housing Act of 2016

Salary information

Federal

20 USC 1681-1688

Description

Title IX of the Education Amendments of 1972;

TUSD Adopted: 12/10/96

Revised:

RECRUITMENT AND SELECTION (Continued)

28 CFR 35.101-35.190	discrimination based on sex
34 CFR 106.51-106.61	Americans with Disabilities Act
42 USC 12101-12213	Nondiscrimination on the basis of sex in employment in education program or activities
42 USC 2000d-2000d-7	Americans with Disabilities Act
42 USC 2000e-2000e-17	Title VI, Civil Rights Act of 1964
5 USC 552	Title VII, Civil Rights Act of 1964, as amended
8 USC 1324a	Freedom of Information Act
8 USC 1324b	Unlawful employment of aliens
	Unfair immigration related employment practices



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 14, 2024
SUBJECT: Adopt Revisions to Board Policy 4161.9, 4261.9, 4361.9 (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Catastrophic Leave policy, we have created an all-personnel Board Policy (4161.9, 4261.9, 4361.9). Given that all regulations are verbatim for all employee groups, we propose a single Board Policy to provide the necessary guidance for all employee groups.

RECOMMENDATION: Adopt Revisions to Board Policy 4161.9, 4261.9, 4361.9 (Second Reading).

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

CATASTROPHIC LEAVE

The Governing Board recognizes that an employee may experience a catastrophic illness or injury which incapacitates the employee for an extended period of time or incapacitates a member of the **employee's** family which requires the employee to take time off from work for an extended period of time to care for **oneself, and/or the employee's** ~~that~~ family member. The extended time off must create a financial hardship on the employee **because** he or she has exhausted all of his or her sick leave and other paid time off. **District employees may desire to assist other employees who have an urgent need for a leave of absence but do not have sufficient accrued leave to cover their absence**

Employees may donate their accrued vacation and/or sick leave to an employee experiencing a catastrophic illness or injury to their person or member of their family. The employee who is, or whose family members are, suffering from a catastrophic illness or injury shall request that eligible leave credits be donated and shall be required to provide verification to the Associate Superintendent for Human Resources of catastrophic injury or illness. The Associate Superintendent for Human Resource shall consider catastrophic leave on a case by case basis and determine whether the employee is unable to work due to the employee's catastrophic injury or illness. Employees shall exhaust all accrued paid leave prior to receiving donated leave credits.

Employees may upon written notice to the District donate eligible leave credits at a minimum of eight hour increments. Donated leave credits may be used for a period not to exceed 12 consecutive months. **Donations made under the catastrophic leave program shall be strictly voluntary.** All transfers of eligible leave credit are irrevocable. Employees receiving paid leave pursuant to this policy shall use any leave credits they continue to accrue on a monthly basis prior to receiving paid leave pursuant to this policy.

Policy Adopted:

HS BD: 8/23/94

EL BD: 9/13/94

Policy Revised:

Joint Board: 4/22/97

Joint Board: XXX



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 14, 2024
SUBJECT: Acknowledge Revisions to Administrative Regulation 4161.9, 4261.9, 4361.9
(Second Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Catastrophic Leave regulations, we have created an all-personnel Administrative Regulation (4161.9, 4261.9, 4361.9). Given that all regulations are verbatim for all employee groups, we propose a single Administrative Regulation to provide the necessary guidance and the necessary procedural steps to be taken by all employee groups.

RECOMMENDATION: Acknowledge Revisions to Administrative Regulation 4161.9, 4261.9, 4361.9 (Second Reading).

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

CATASTROPHIC LEAVE

A. Purpose and Scope

To provide guidance and direction for District personnel regarding the **donation towards and** implementation of the District's catastrophic leave program.

B. General

1. Employees may **choose to donate their** accrued vacation and/or sick leave **credits to the district's catastrophic leave program. Employees who choose to donate their accrued vacation and/or sick leave credits shall provide written notice to the Associate Superintendent for Human Resources with the amount and type of leave he/she wishes to donate. The Associate Superintendent for Human Resources shall review the donor's available leave and transfer the leave credits to a district pool of leave credits designated for the purpose. ~~to an employee experiencing a catastrophic illness or injury to their person or member of their family.~~**
2. **The Associate Superintendent for Human Resources shall ensure that all donations are confidential.**
3. The employee who is, or whose family members are, suffering from a catastrophic illness or injury shall request that eligible leave credits be donated and shall be required to provide verification to the Associate Superintendent for Human Resources of catastrophic injury or illness.
4. The Associate Superintendent for Human Resources shall consider catastrophic leave on a case by case basis and determine whether the employee is unable to work due to the employee's catastrophic injury or illness.
5. Employees shall exhaust all accrued paid leave prior to receiving donated leave credits.

C. Forms Used and Additional References

None

CATASTROPHIC LEAVE (continued)

D. Procedure

1. Definitions

- a. "Catastrophic Illness" or "Injury" means an illness or injury that is expected to incapacitate the employee for an extended period of time, or that incapacitates a member of the employee's family which incapacity requires the employee to take time off from work for an extended period of time to care for that family member, and taking extended time off work creates a financial hardship for the employee because he or she has exhausted all of his or her sick leave and other paid time off.

"Incapacitates" means unable to care or provide for themselves requiring the immediate attention of the employee.

"Extended Period" means at least thirty calendar days but not more than twelve calendar months.

"Sick Leave hours" shall be of equal value regardless of job classification, pay range or position of the donating employee.

- b. "Eligible Leave Credits" means vacation and sick leave accrued to the donating employee.
- c. "Family Member" includes employee, spouse, children of employee and spouse or parents of employee or spouse who reside in the same residence.

2. Eligible leave credits may be donated to an employee for a catastrophic illness or injury if all of the following requirements are met:

- a. Employee shall request permission to utilize catastrophic leave in writing from the Associate Superintendent of Human Resources.
- b. Catastrophic leave shall not be available for any injury or illness that is a result of work related illness or injury.

CATASTROPHIC LEAVE (continued)

- c. Catastrophic leave shall be available on a one time basis for each employee not to exceed twelve calendar months.
- d. Any employee who receives paid leave pursuant to this policy shall use any and all leave credits that he or she continues to accrue on a monthly basis prior to receiving paid leave pursuant to this policy.
- e. All transfers of eligible leave credit are irrevocable upon receipt of written confirmation of the donated leave credit in the personnel office.
- f. Employee shall provide verification of the catastrophic injury or illness and that such injury or illness renders the employee unable to work due to the employee's or his or her family member's catastrophic illness or injury.
- g. Associate Superintendent for Human Resources or his/her designee shall verify that the employee has exhausted all eligible paid leave credits.
- h. Upon verification of the qualification for catastrophic leave, the Associate Superintendent for Human Resources or his/her designee shall notify all eligible employees of the need for donations for catastrophic leave.
- i. Upon written notice to the Human Resources Office donated accrued paid leave shall be recorded by the date, time and name of the donating employee.
- j. Employees may donate accrued paid leave at a minimum of eight hour increments.
- k. Donated leave shall be utilized in increments not to exceed one full day in the order in which the days were donated for each donating employee. Multiple donated days shall be utilized in the order in which they were donated not to exceed one full day until such time all donated leave has been exhausted.

CATASTROPHIC LEAVE (continued)

- l. Donated sick leave may be donated to a specific employee.
- m. Employees who have donated paid leave shall be notified by the
Human Resources Office whenever a day or partial day has been
utilized for an employee on catastrophic leave.
- n. Donated leave credits may be used for, but not to exceed, a
maximum period of 12 consecutive months.
- o. All donated sick leave, upon return of the employee to work, shall be
assigned back to the individual who donated the sick leave.

E. Reports Required

None

F. Record Retention

Files maintained in Human Resources office if applicable

G. Responsible Administrative Unit

Human Resources

H. Approved By

Associate Superintendent for Human Resources

Legal Reference:

EDUCATION CODE

44043.5 Catastrophic Leave

Regulation Adopted:

HS BD: 8/23/94

EL BD: 9/13/94

Regulation Revised:

Joint Board: 4/22/97

Joint Board: XXX

Revised: 10/31/2001



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 1, 2024
SUBJECT: Adopt New Board Policy 4112.41, 4212.41, and 4312.41 Employee Drug Testing
(Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Board Policy 4112.41, 4212.41, 4312.41 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Adopt New Board Policy 4112.41, 4212.41, and 4312.41 Employee Drug Testing (Second Reading).

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

EMPLOYEE DRUG TESTING

The Governing Board maintains a drug- and alcohol-free workplace. In accordance with law, all employees shall render service without using, possessing, being impaired by, or being under the influence of alcohol or drugs.

Pre-Employment Drug/Alcohol Testing for Safety-Sensitive Positions

Because students and staff have the right to a safe and secure campus where they are free from physical and psychological harm, the Board authorizes the testing of prospective employees in safety-sensitive positions for drug and alcohol use. Safety-sensitive positions involve a greater than normal level of trust for the health and safety of others where diminished capacity or judgement could endanger the employee or others.

Once a conditional offer of employment has been made, prospective employees in these identified positions shall undergo a pre-employment drug and alcohol screening for any substance which could impair their ability to safely and effectively perform their job functions. This screening shall be part of the employee's pre-employment physical examination.

Final selection of a job applicant for a position shall not be made until the applicant has successfully completed the screening.

All testing and medical examinations shall be conducted in accordance with state and federal law, Board policy, and administrative regulation.

Legal Reference:

EDUCATION CODE

44011	Controlled substance offense
44455	Conviction for controlled substance offenses as grounds for revocation of credential
44836	Employment of certificated persons convicted of sex offense or controlled substance offense
44839	Medical certificate; periodic medical examination
44940	Compulsory leave of absence for certificated persons
44940.5	Procedures when employees are placed on compulsory leave of absence

- 45122 Physical examinations
- 45123 Employment after conviction of controlled substance offence
- 45304 Compulsory leave of absence for classified persons

GOVERNMENT CODE

- 12940 Unlawful discriminatory employment practices
- 8350-8357 Drug-free workplace

CA CONSTITUTION

- Article 1, Section 28 Right to Safe Schools

CA CODE

- 5 CCR 5504 Medical certification procedures

FEDERAL CODE

- 41 USC 701-707 Drug-Free Workplace Act



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 1, 2024
SUBJECT: Acknowledge New Administrative Regulation 4112.41, 4212.41, and 4312.41
Employee Drug Testing (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Administrative Regulation Policy 4112.41, 4212.41, 4312.41 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Acknowledge New Administrative Regulation 4112.41, 4212.41, and 4312.41 Employee Drug Testing (Second Reading).

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

EMPLOYEE DRUG TESTING

Pre-Employment Drug/Alcohol Screening for Safety-Sensitive Positions

Applicants shall sign a form consenting to the drug and alcohol testing. The consent form shall authorize release of the test results to the district.

To ensure an individual's privacy, the district shall not use test results for any purpose other than those stated in Board policy and administrative regulation, shall maintain the confidentiality of screening records, and shall not disclose such records unless the applicant consents or the Superintendent or designee is presented with a court order requiring the disclosure.

All initial screening tests shall be conducted at the district's expense. If an applicant's initial test is positive, a second test, at the district's expense, shall be administered as soon as possible to confirm the results. Upon obtaining a second positive result, the applicant may seek an independent drug and alcohol screening from a recognized medical laboratory at his/her own expense. Any applicant who fails to provide the district with a negative drug and alcohol screening report within five working days of a confirmed positive result shall be determined to have failed the screening and shall not be employed.

Failure to submit to the process or to complete the process shall preclude the applicant from being hired into the position. Disqualified applicants shall not be prohibited from applying for another job within the district.

Legal Reference:

EDUCATION CODE

44011	Controlled substance offense
44455	Conviction for controlled substance offenses as grounds for revocation of credential
44836	Employment of certificated persons convicted of sex offense or controlled substance offense
44839	Medical certificate; periodic medical examination
44940	Compulsory leave of absence for certificated persons
44940.5	Procedures when employees are placed on compulsory leave of absence
45122	Physical examinations

Human Resources – Certificated, Classified, Management

AR 4112.41
AR 4212.41
AR 4312.41

45123 Employment after conviction of controlled substance offence

45304 Compulsory leave of absence for classified persons

GOVERNMENT CODE

12940 Unlawful discriminatory employment practices

8350-8357 Drug-free workplace

CA CONSTITUTION

Article 1, Section 28 Right to Safe Schools

CA CODE

5 CCR 5504 Medical certification procedures

FEDERAL CODE

41 USC 701-707 Drug-Free Workplace Act



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 1, 2024
SUBJECT: Adopt Revised Board Policy 4112.42, 4212.42, and 4312.42 - Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The Board Policy 4112.42, 4212.42 and 4312.24 is being updated as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy 4112.42, 4212.42, and 4312.42 - Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers (Second Reading).

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

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS/COMMERCIAL VEHICLE DRIVERS

The Governing Board maintains a drug and alcohol-free workplace to ensure that District-provided transportation is safe for students, staff, and the public. The Superintendent or designee shall establish a drug and alcohol testing program for all District drivers, other employees who hold a commercial driver's license, and drivers of a "school transportation vehicle" as defined in Vehicle Code 34520.3 which is necessary to perform duties related to their employment with the District. Employees who drive vehicles which require the possession of a commercial driver's license to operate, including school bus drivers, are subject to federal law and regulations requiring a drug and alcohol testing program.

The District's testing program shall include pre-employment drug testing and reasonable suspicion, random, post-accident, return-to-duty, and follow-up drug and alcohol testing of drivers. (49 USC 31306; 49 CFR 382.301-382.311)

The Superintendent or designee shall contract for testing services **upon verifying that the personnel are appropriately qualified and/or certified and that the testing procedures conform to federal regulations.** ~~and shall ensure that testing contractors and procedures are certified by the U.S. Department of Health and Human Services to conduct drug specimen analysis and to conform to the requirements of federal law.~~

A driver shall not report for duty or remain on duty when the driver has used any drug listed in 21 CFR 1308.11. A driver is also prohibited from reporting for duty or remaining on duty when the driver has used any drug listed in 21 CFR 1308.12-1308.15, unless the driver is using the drug under the direction of a physician who has advised the driver that the substance will not adversely affect the driver's ability to safely operate a bus. (49 CFR 382.213)

~~A driver shall not consume alcohol while on duty or for four hours prior to on-duty time and up to eight hours following an accident or until he/she undergoes a post-accident test, whichever occurs first. A driver shall not report for duty or remain on duty that requires performing safety-sensitive functions when the driver uses a controlled substance, unless so instructed by a physician.~~

No driver may operate a district vehicle when his/her blood alcohol content is found to be .01 percent or greater. **In addition, a driver shall not consume alcohol while on duty and/or performing safety-sensitive functions, or for four hours prior to on-duty time. (49 CFR 382.205, 382.207)**

Drivers shall submit to drug and alcohol testing as required under federal law and specified in the accompanying administrative regulation.

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS/COMMERCIAL VEHICLE DRIVERS

Except as otherwise provided by law, the Superintendent or designee shall not release individual test results or medical information about a driver to a third party without the driver's specific written consent. (49 CFR 40.321)

Consequences Based on Test Results

No driver shall be temporarily removed from the performance of safety-sensitive functions based only on a laboratory report of a confirmed positive test for a drug or drug metabolite before the certified medical review officer has completed verification of the test results, unless the district has obtained a waiver from the Federal Motor Carrier Safety Administration. (49 CFR 40.3, 40.21, 382.107, 382.119)

~~Any driver who tests positive for alcohol or drugs or who refuses to submit to a test shall be removed from safety-sensitive functions and may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the District's collective bargaining agreement.~~ **Any driver for whom the district receives a verified positive drug test result or who is found to have a blood alcohol concentration of 0.01 or higher shall be immediately removed from performing safety-sensitive functions in accordance with 49 CFR 40.23 and 382.211. An alcohol concentration between 0.02 and 0.04 requires temporary removal of the bus driver for a 24-hour period following the test. Any driver who refuses to take a required drug or alcohol test shall not be permitted to perform or continue to perform safety-sensitive functions. (49 CFR 40.23, 382.211)**

Not later than five days after receiving notification of the test result or refusal to comply, the Superintendent or designee shall report any refusal, failure to comply, or positive test result to the California Department of Motor Vehicles (DMV) using a form approved by the DMV. (Vehicle Code 13376)

A driver who has violated federal drug and alcohol regulations or who refuses to submit to a test may be subject to disciplinary action up to and including dismissal in accordance with law, administrative regulations, and the district's collective bargaining agreement.

Any driver provided with an opportunity to return to a safety-sensitive duty following a violation shall be evaluated by a qualified substance abuse professional and complete the evaluation recommendations before returning to such duty. (49 CFR 40.289)

If the substance abuse professional recommends that further and ongoing services are needed to assist the driver to maintain sobriety or abstinence from drug use, the Superintendent or designee shall require the driver to participate in the recommended services as part of a return-to-duty agreement and shall monitor the driver's compliance.

DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS/COMMERCIAL VEHICLE DRIVERS

Any drop from a rehabilitation or return-to-duty program or a subsequent positive test result shall be reported to the DMV. (Vehicle Code 13376; 49 CFR 40.285, 40.287, 40.303, 382.605)

The Superintendent or designee shall ensure that each driver receives an explanation of the federal regulations and the District's policy and procedure in accordance with law. In addition, each driver shall sign a statement certifying that he/she has received a copy of the above materials. Representatives of employee organizations shall be notified of the availability of this information.

Voluntary Self-Identification

Whenever a driver admits to alcohol or drug misuse under the district's voluntary self-identification program, the Superintendent or designee shall ensure all of the following: (49 CFR 382.121)

- 1. No adverse action shall be taken against the driver by the district.**
- 2. The driver shall be allowed sufficient opportunity to seek evaluation, education, or treatment to establish control over the drug or alcohol problem.**
- 3. The driver shall be permitted to participate in safety-sensitive functions only after:**
 - a. Successfully completing an education or treatment program, as determined by a drug and alcohol abuse evaluation expert, such as an employee assistance professional, substance abuse professional, or qualified drug and alcohol counselor**
 - b. Undergoing a return-to-duty test with a result indicating an alcohol concentration of less than 0.02 and/or a verified negative result for drug use**

A driver who admits to alcohol or drug misuse shall not be subject to federal requirements related to referral, evaluation, and treatment, provided that the driver does not self-identify in order to avoid drug or alcohol testing, makes the admission prior to performing a safety-sensitive function, and does not perform a safety-sensitive function until the driver has been evaluated and has successfully completed education or treatment requirements in accordance with program guidelines. (49 CFR 382.121)

**DRUG AND ALCOHOL TESTING FOR SCHOOL BUS DRIVERS/COMMERCIAL
VEHICLE DRIVERS**

Legal Reference:

EDUCATION CODE

35160 Authority of Governing Boards

VEHICLE CODE

13376 Driver certificates; revocation or suspension
34500-344520.5 Safety regulations

CODE OF REGULATIONS, TITLE 13

1200-1293 Motor carrier safety, especially:
1213.1 Placing drivers out-of-service

UNITED STATES CODE, TITLE 49

31306 Alcohol and controlled substances testing
41501-41507 Transportation Employee Testing Act

CODE OF FEDERAL REGULATIONS, TITLE 49

40.1-40.413 Procedures for Transportation Workplace Drug and
Alcohol Testing Programs
382.101-382.605 Controlled Substance and Alcohol Use and Testing;
especially
382.205 On-duty use
382.207 Pre-duty use
382.209 Use following an accident

CODE OF FEDERAL REGULATIONS, TITLE 21

1308.11 – 1308.15 Controlled Substances



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 1, 2024
SUBJECT: Acknowledge Revised Administrative Regulation 4112.42, 4212.42, and 4312.42
- Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers
(Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The Administrative Regulation 4112.42, 4212.42 and 4312.24 is being updated as recommended by the California School Boards Association.

RECOMMENDATION: Acknowledge revised Administrative Regulation 4112.42, 4212.42, and 4312.42 - Drug and Alcohol Testing for School Bus Drivers/Commercial Vehicle Drivers (Second Reading).

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 1, 2024
SUBJECT: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2024-2025 School Year

BACKGROUND: For the 2024-2025 reopener agreement contract negotiations, TEA is requesting to meet and negotiate the following articles:

- Article VI Hours
- Article VII Duties
- Article XIII Salaries (Compensation)
- Article XIV Fringe Benefits

FUNDING: N/A.

RECOMMENDATION: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2024-2025 School Year.

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

To: Tammy Jalique

From: Miyoko Masuda

Date: 5/1/2024

Re: Notification of Intent to Bargain

In accordance with Article XX of the current Master Agreement between the Tracy Unified School District (TUSD) and the Tracy Educator's Association (TEA), TEA hereby notifies TUSD of its intent to open and bargain the following articles:

Automatic reopener:

Article XIII Salaries (Compensation)

Article XIV Fringe Benefits

TEA openers:

Article VI Hours

Article VII Duties



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 1, 2024
SUBJECT: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2024-2025 School Year, Pending Public Input

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2024. The articles below will be negotiated for the re-opener agreement during 2024-2025 school year.

RATIONALE: The District chooses to open the following Articles:

- Article V - Association Obligations, Privileges, and Rights
- Article VIII - Pay and Allowances
- Article X - Fringe Benefits
- Article XI - Hours and Overtime
- Article XLIV - Duration of Procedures For Modifying This Agreement.

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: N/A.

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2024-2025 School Year, Pending Public Input.

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



TRACY
UNIFIED SCHOOL DISTRICT

TO: Debra Ladwig, CSEA Labor Representative
Mike Caulfield, CSEA Chapter 98 President

FROM: Tammy Jalique, Associate Superintendent of Human Resources *TJ*

DATE: April 19, 2024

SUBJECT: TUSD Sunshine Proposal, Negotiations 2024-2025

*"The future belongs
to the educated"*

In accordance with Article XLIV, Duration of and Procedures for Modifying This Agreement, of the CSEA master agreement, Tracy Unified School District proposes opening the following articles as its initial proposal for successor negotiations:

Dr. Robert Pecot
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Article V: Association Obligations, Privileges, and Rights

Article VIII: Pay and Allowances

Article X: Fringe Benefits

Tania Salinas
Associate Superintendent
of Business Services
(209) 830-3230
(209) 830-3269 Fax

Article XI: Hours and Overtime

Article XLIV: Duration Of and Procedures For Modifying This Agreement.

Julianna Stocking
Associate Superintendent
of Educational Services
(209) 830-3202
(209) 830-3209 Fax

The Sunshine Proposal submitted by CSEA on March 22, 2024, was presented and acknowledged by the Board at the April 9, 2024, board meeting.

Thank you.

Tammy Jalique
Associate Superintendent
of Human Resources
(209) 830-3260
(209) 830-3264 Fax

1875 W. Lowell Ave.
Tracy, CA 95376

www.tracy.k12.ca.us
[Facebook.com/TracyUnifiedSD](https://www.facebook.com/TracyUnifiedSD)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 14, 2024
SUBJECT: Adopt Revisions to Board Policy 4161.3 Professional Leave (First Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Professional Leave policy, we have updated the Certificated Board Policy (4161.3). The CSBA policy language and guidelines differ greatly for Certificated and Classified employees. We propose maintaining two separate and distinct Board Policies for Professional Leave, to ensure necessary guidance for each employee group.

RECOMMENDATION: Adopt Revisions to Board Policy 4161.3 Professional Leave (First Reading).

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

PROFESSIONAL/~~SABATICAL~~ LEAVE

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the educational needs of the district's students.

The Board may grant a professional leave of absence for up to one year to certificated employees for the purpose of permitting study or travel which will benefit the schools and students of the district. No more than one such leave of absence may be granted to an employee in a seven-year period. (Education Code 44966, 44967)

To be eligible for a professional leave of absence, an employee must have served in the district for at least seven consecutive years preceding the leave. For this purpose, any prior professional leave taken by an employee shall be deemed a break in the employee's service. No other type of leave authorized by the Board, and no service by the employee for one year or less under a national recognized fellowship or foundation approved by the State Board of Education for research, teaching, or lecturing, shall be deemed a break in the employee's service. (Education Code 44967)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or separate quarters, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for a subsequent leave of absence. (Education Code 44966)

As a condition of being granted professional leave, the employee shall agree in writing to render service in the district following his/her return for a period equal to twice the period of the leave. (Education Code 44969)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 44968)

Unless the employee agrees in writing with the Board not to receive compensation during the leave, the employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 44968, 44968.5)

Compensation during the leave shall be paid in the manner authorized by Education Code 44969 and 44970.

At the end of the professional leave, the employee shall be reinstated in the position he/she held when the leave was granted, unless otherwise agreed upon by the employee. (Education Code 44973)

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

TRACY EDUCATORS ASSOCIATION

Policy Adopted:

Joint Board: 4/22/97

Policy Revised:

Joint Board: XX/XX/XX



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 14, 2024
SUBJECT: Adopt Revisions to Board Policy 4261.3 Professional Leave (First Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Professional Leave policy, we have updated the Classified Board Policy (4261.3). The CSBA policy language and guidelines differ greatly for Certificated and Classified employees. We propose maintaining two separate and distinct Board Policies for Professional Leave, to ensure necessary guidance for each employee group.

RECOMMENDATION: Adopt Revisions to Board Policy 4261.3 Professional Leave (First Reading).

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

**PROFESSIONAL RETRAINING AND STUDY
LEAVE**

The Governing Board recognizes that a broad range of experiences can strengthen an employee's ability to meet the district's needs.

The Board may grant a professional leave of absence for up to one year to classified employees for the purpose of permitting study or retraining the employee to meet changing conditions within the district. No more than one such leave of absence may be granted to an employee in a seven-year period for purposes of study or three-year period for purposes of retraining. (Education Code 45381, 45382)

To be eligible for a leave for study purposes, the employee must have served in the district for at least seven consecutive years preceding the granting of the leave. If the leave is for purposes of retraining, the employee must have served in the district for at least three consecutive years preceding the granting of the leave. Any professional leave of absence granted by the Board shall not be deemed a break in service. However, it will not be included as service in computing service for the granting of any subsequent professional leave. (Education Code 45382)

Rather than granting a professional leave for a continuous one-year period, the Board may require that the leave be taken in separate six-month periods or in any other appropriate periods, provided that the total leave is completed within three years. Any period of service by the employee between the separate periods of leave shall comprise a part of the service required for qualifying for a subsequent leave of absence. (Education Code 45381)

The Board and employee may agree in writing to have the employee perform services for the district during the professional leave. (Education Code 45383)

The employee shall receive such compensation during the leave as the Board and employee agree upon in writing, which shall not be less than the difference between the employee's salary and the salary of a substitute employee in the position which the employee held prior to the granting of the leave. In lieu of such a difference, the Board may pay one-half of the salary of the employee or any additional amount up to and including the full salary of the employee. (Education Code 45383)

Compensation during the leave shall be paid in the manner authorized by Education Code 45384.

The Board may grant reimbursement of the costs, including tuition fees, to any classified employee who satisfactorily completes approved training to improve his/her job knowledge, ability, or skill, as long as the employee is not eligible for reimbursement by another governmental agency, organization, or association. Programs eligible for reimbursement include, but are not limited to, courses of study at approved academic institutions, seminars and training institutes conducted by recognized professional associations, conferences, meetings, and other training programs that are designed to upgrade the classified service and encourage the retraining of employees who may otherwise be subject to layoff as the result of technological changes. (Education Code 45387)

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

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
TRACY CHAPTER #98

Policy Adopted
TUSD: 11/25/97

Policy Revised
TUSD: xx/xx/xx