

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 28, 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: 6:40 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#64, 23/24#65, 23/24#72, 23/24#73
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#23-24/22, AR#23-24/23, AR#23-24/24, AR#23-24/25, AR#23-24/26
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Graduation: TISCS#10359310
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Leave of Absence Requests for Certificated Employees: #UC-1381, #UC-1382, pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Leave of Absence Request for Certificated Employee: UC#-1383, Pursuant to Article XX
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Consider Settlement Agreement with Classified Employee
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.5** 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#64, 23/24#65, 23/24#72, 23/24#73

3.2.1

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

6b Report Out of Action Taken on Reinstatements: AR#23-24/22, AR#23-24/23,

3.2.2 AR#23-24/24, AR#23-24/25, AR#23-24/26

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

6c Report Out of Action Taken on Early Graduation: TISCS#10359310

3.2.3

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

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

3.3.1 Certificated Employees: #UC-1381, #UC-1382, pursuant to Article XX

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

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

3.3.2 Certificated Employee: UC#-1383, Pursuant to Article XX

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

6f Report Out of Action Taken on Consider Settlement Agreement with Classified

3.3.3 Employee

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

7. Approve Regular Minutes of May 14, 2024

1-9

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

8. Student Representative Reports: None.

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

9.1 Recognize Haley Nunes, Kimberly Noll, and Derrick Edelman, winners of The Cesar E. Chavez and Dolores Huerta Education Award Program.

9.2 Tracy High School

9.3 DARE Recognition

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

10.1 **Administrative & Business Services:** None

10.2 **Educational Services:**

10.2.1 Receive Report on TUSD STEM Update

10-11

10.3 **Human Resources:**

10.3.1 Receive PAR Joint Committee Annual Report for 2023-2024

12-14

- 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:

12.1 Administrative & Business Services: None

12.2 Educational Services: None.

12.3 Human Resources:

12.3.1 Receive Public Comments Regarding Negotiations with California School Employees Association and the Tracy Unified School District (TUSD) **15**

- 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 **16-20**
- 13.1.2** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year **21-22**
- 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 **23-24**
- 13.1.4** Approve Accounts Payable Warrants (April 2024) (Separate Cover) **25**
- 13.1.5** Approve Payroll Reports (April 2024) **26-30**
- 13.1.6** Approve Revolving Cash Fund Reports (April 2024) **31-34**

13.2 Educational Services:

- 13.2.1** Approve Agreement for Contract Services between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2024/2025 School Year to all District Elementary and Middle Schools **35-41**
- 13.2.2** Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School during the 2024-2025 School Year **42-49**
- 13.2.3** Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Central School for the 2024 - 2025 School Year **50-54**

- 13.2.4 Approve Agreement for Contract Services for Central School and North School Staff for Kagan Cooperative Learning Workshop Focused on EL Strategies on July 31, 2024 **56-59**
- 13.2.5 Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Physical Education and Career Technical Education Teachers for the 2024-2025 School Year **60-63**
- 13.2.6 Approve Agreement for Special Contract Services with SJCOE SELPA, to Provide P3: Preventative, Proactive, Practical Training during TTIP for New Teachers during the 2024-2025 School Year **64-70**
- 13.2.7 Approve Agreement for Special Contract Services with SJCOE for Certificated and Classified Employees Professional Development during the 2024-2025 school Year **71-76**
- 13.2.8 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2024-2025 School Year **77-82**

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **83-85**
- 13.3.2 Approve Classified, Certificated, and/or Management Employment **86-88**
- 13.3.3 Approve Fieldwork Agreement with University of Massachusetts Global **89-101**
- 13.3.4 Approve Paid Internship Agreement with University of Massachusetts Global **102-114**
- 13.3.5 Approve Paid Internship Agreement with United States University **115-122**

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 23-16 Authorizing Settlement of Insurance Claims **123-124**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.2 Adopt New Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion (Second Reading) **125-132**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.3 Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second Reading) (Separate Cover) **133**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.4 Approve Revised Board Policy and Administrative Regulation 1330 Community Rental of School District Facilities (First Reading) (Separate Cover) **134-140**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2 Educational Services:

- 14.2.1 Adopt Revised Board Policy 6020 Parent Involvement and Acknowledge Administrative Regulation 6020 Parent Involvement (First Reading) **141-156**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

- 14.2.2** Adopt Revised Board Policy 6190 Evaluation of the Instructional Program (First Reading) **157-160**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.2.3 Approve Adoption of Instructional Materials **161-163**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.2.4 Approve Revised Board Policy 6141 Curriculum Development and Evaluation (First Reading) **164-167**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.2.5 Approve Revised Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (First Reading) (Separate Cover) **168**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3 **Human Resources:**

- 14.3.1** Approve a Declaration for a Provisional Internship Permit **169-170**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.2 Acknowledge Revised Administrative Regulation 4112.4, 4212.4, and 4312.4 Health Examinations and Abolish Board Policy 4112.4 and 4212.4 (First Reading) **171-178**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.3 Authorize the Declaration of Need for the 2024-2025 School Year **179-183**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.4 Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2024-2025 School Year **184-187**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.5 Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2024-2025 School Year and Submit it for Negotiations, Pending Public Input **188-189**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.6 Adopt Revisions to Board Policy 4161.3 Professional Leave (Second Reading) **190-192**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
14.3.7 Adopt Revisions to Board Policy 4261.3 Professional Leave (Second Reading) **193-195**
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** June 11, 2024
17.2 June 25, 2024
17.3 August 13, 2024

18. Upcoming Events:

18.1	May 31, 2024	Last Day of School
18.2	August 5, 2024	First Day of School
18.3	September 2, 2024	No School, Labor Day Holiday

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 14, 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, J. Silcox
Absent: N. Kahlon
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a** Action Taken on Finding of Facts: 23/24#62, 23/24#63, 23/24#67,
3.2.1 23/24#68, 23/24#69, 23/24#70
Action: Motion to Approve. Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6b** Report Out of Action Taken on Board Waivers: FES#10337871,
3.2.2 WMS#10340707, NES#310349910, NES10361064
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6c** Report Out of Action Taken on Early Graduation: WHS#10339178,
3.2.3 WHS#10359017
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6d** Report Out of Action Taken on Approve Funding for Parent
3.2.4 Reimbursement and Attorney's Fee per Confidential Settlement Agreement
Action: **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6e** Report Out of Action Taken on Approve Funding for Parent
3.2.5 Reimbursement and Cost to Contract with NPA for the 2024-2025 School Year per the Confidential Settlement Agreement
Action: **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6f** Report Out of Action Taken on Consider Settlement Agreement with
3.3.1 Certificated Employee
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6g** Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2 Classified Employee #UC-487
Action: Denied. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6h** Report Out of Action Taken on Consider Non-renewal of Coach
3.3.3 Contracts for Employees #UCL-488, 489, 490, 491, 492, 493
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 6i** Consider Paid Leave of Absence for Certificated Employee #UC-1376
3.3.4
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon). ____

6j Consider Leave of Absence Requests for Certificated Employees: #UC-3.3.5 1377, #UC-1379, #UC-1380, pursuant to Article XX
Action: Approved. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).

Minutes:

7. Approve Regular Minutes of April 23, 2024.

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

Audience:

Diane Pacheco, Debra Schneider, Shirley Pellegrini, Ann Herrington, Traci Mitchell, Kaleigh Felisberto, Erin Quintana, Rocio Garcia, Jake Hallen, Sam Strube, Deb Coker, Jennifer Kassel, Richard Giambastini, Heather Corbett, Jon Corbett, Vina Parsons, Carol Riddle, Sally Soberanes, Margarita Beule, Ruth Alvarez, Ana Aldama, Alex Diaz, Shauna Rodgers, Sunecha Gupta, Tinoush Shahhosseini, Danta Dell'Aringa, Christina Orsi, Lauren Coker, Josie Ochoa, Chris Munger, Angel Soria, Amardeep Patal, Bob Brownne

Student Rep Reports:

8.1 Kimball High: Harleen Kaur was excited to share it was officially 11 days until graduation. Leadership made posters for the senior celebrations happening for sports. Tomorrow they are throwing a "decision day tailgate" with Kona Ice present to provide treats. Kimball is having their senior honor night next Monday to celebrate student academic achievements. Grad Night is at Universal Studios this year and they have a senior breakfast and beach day coming up to look forward to. AP testing is taking place, students are feeling well prepared for what is to come on the test.

Alternative Education: Joshua Diaz shared that Duncan Russell has won the Earth Day Project, this time in the middle school category and Stein High School has won, once again, in a three-way tie for the high school category. Ms. Mitchell and Stein's leadership team attended the CCA Conference to receive their Model Continuation High School award and to receive education industry updates for alternative education. Dr. Schneider has come monthly to Stein to do trainings on LinkedIn for future jobs after high school and has been promoting interest in reading.

West High: Noah Watkins and Kaelyn Garcia were unable to attend. Leadership students Keila Molino, Adrianna Hutchens, and Ryan Ervin filled in on their behalf. West High has had their senior breakfast, tomorrow is senior tailgate and senior night, with a multi-cultural rally occurring next week. Tomorrow is the FFA banquet. There is a lot going on!

Tracy High: Olivia Orcutt reported out for her last time as she is preparing to graduate. THS is wrapping up athletics with spring sport senior nights and final games, except for the girls' softball teams, they are the number one seed in the division play offs. Boys' volleyball also made it to division playoffs, and in golf, as a team, each player has averaged 38 with three divisional qualifiers. IB students are hard at work with testing but did take the time to celebrate with a banquet. AG also had their end of the year banquet. 150 students have returned from their Disney Grad Night trip. It was a magical experience and made the upcoming senior week more exiting with a full list of spirit days and events. Olivia has been honored to be the board representative for the last two years. She has learned and grown from the experience. Dayson Balsano was introduced as next years board representative.

**Recognition &
Presentations:**

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

Feast Teacher, Diane Pacheco, Para, Anne Finton, and the Feast Lab students were presented with certificates. The Feast program is active in many ways throughout the district, the food is excellent, and the students learn a lot of skills.

9.2 Recognize the Winners of the Earth Day Project

The Tracy Earth Project strives in building community through education and engagement to protect the environment. Project Coordinators Dotty Nygard and June Yasemsky, along with the project winners for each grade level category were presented with certificates. Project winners include Stephanie Olsen K/1st grade class from Bohn Elementary, Team Protect Our Pollinators; Lauren Coker's 7th/8th grade class/team from Duncan Russell, Team Saving Energy with White Roofs; Eustacia Hall's 11th/12th grade class/team from Stein High School, Team Queen Bees; and from Kimball High School, Paul Bessemer's 11th grade class/team, School Recycling and Jennifer Botelho's 11th grade class/team; Team Green and Grow.

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 Jason was selected as the county and state recipient and has been nominated for a RISE award, Recognizing Inspiring Schools, which is a national honor. He has been with the district for 11 years. He takes pride in the cleanliness of his campus and provides security to the students. San Juana has been with TUSD for seven years, she models fairness and respect; student learning is structured by student interaction.

9.4 Tracy Adult School Sam Strube, Director of Adult Education and Career Technical Education and Adult School Principal, was accompanied by some of his adult school students. The Tracy community has a great need for this program with 7,155 adults within the community with less than a high school diploma and 9,230 that do not speak English fluently. The Adult School offers ESL, citizenship preparation, adult basic education, HS diploma or equivalency (GED), and credit recovery for current high school students. The ESL Café is run and operated by students where they can practice utilizing their English skills. The school partners with Delta College for dual enrollment; students attend workshops and take campus tours. Some current students spoke out to share goals and desires to become more fluent in English speaking and to earn their citizenship.

9.5 Alternative Education Campus Principal Traci Mitchell oversees the Alternative Education Campus which is home to Duncan Russell Community Day School, the Tracy Young Adult Program, Stein Continuation High School and Independent Study. In D.R., they have a new staff and are trying new fresh ideas with the students resulting in a higher academic achievement than ever before. They have implemented restorative practices to help teach basic coping skills and problem solving and have seen a decrease in referrals. TYAP has started a garden which they have named 'Harvest to Table'. They have learned

to care for the garden and have used it in their cooking. The students really enjoy this. Stein has completed a year of self-reflection through the Model Continuation High School and WASC process. They are incorporating CTE and college and career labs and continue to directly address the aspirations of their student body. They are growing the sports program and continue their efforts to close the achievement gap.

**Information &
Discussion Items:**

10.1 Administrative & Business Services:

10.1.1 TK Expansion Associate Superintendent for Business Services, Tania Salinas, along with Jaime Quintana, Director of Facilities, provided an update on the transitional kindergarten expansion in regard to facilities. AB130 expanded the age range of students we serve and this year TUSD accepted the majority of four-year-olds. The program is expanding rapidly, and the added growth requires added classrooms. TK mandates classroom sizes of no larger than 24 students. Facility requirements dictate the size of the classroom. The location must be close to parent drop off and bus loading areas with windows, marking boards, sinks, fountains, and self-contained restrooms within the classroom.

10.2 Educational Services:

10.2.1 Receive Report on the Tracy Unified School District Induction Program Erin Quintana, Director of Professional Learning and Curriculum, and Jennifer Kassel, Administrator for the induction program, provided an annual update. They are fully accredited for seven years, with 65 teachers enrolled this year and 38 having had completed the induction program. In May they held a celebration at Tracy High where new teachers shared their process with their mentors. An exit interview is conducted with each candidate upon completion; candidates share how the program has changed their approach to teaching. Ruth Alvarez Mojica shared that induction gave her the tools to implement strategies in the classroom and that she is grateful for the program.

Trustee Hoffert left the boardroom at 8:10 p.m.

Trustee Hoffert returned at 8:13 p.m.

10.2.2 Receive Report on Instructional Materials Adoptions

Debra Schneider, Director of Instructional Media Services and Curriculum, presented the process for instructional material adoptions. Seven courses have been reviewed and analyzed for materials selection and recommendation by the Curriculum Council: IB Chemistry, Journalism Leadership and Management, Guitar Orchestra, IB Physics, AP Music Theory, Ethnic Studies and IB English Language A. The materials are available for public review in the IMC through June 11th. A request to approve adoptions will be presented at the May 28th board meeting. If approved, materials will be in use for the 24/25 school year.

Kaleigh Felisberto, teacher, TOSA and curriculum specialist shared that it is a dedicated effort to go through the material adoption. It is exciting to see so many courses being revised and new courses catering to the student needs. The digital piece within the ethnic studies course serves

what student in any individual course needs. They put an emphasis on knowing your students as individual human beings and using that to help them develop as learners.

Hearing of Delegations

11. Lora Strickland is here to support coach Corbett He has helped her son grow in athletics. She encourages us to keep him on as a coach.

Sean Strickland says coach Corbett is more than a wrestling coach. He is a mentor that teaches the students to be respectful. The students need stability. Please consider keeping coach Corbett as the West High wrestling coach.

Sam Ocegüera is a part time coach for wrestling at West High School. The wrestling program has grown with some students receiving full ride scholarships. He was shocked to hear Corbett's contract wasn't being renewed. Last year, he took time out of practice to speak with the students to see how he could help them. Please reconsider.

Caleb is a WHS student. He was called into a WASC meeting and was asked what the biggest problem at WHS was. Over the school year, they have seen a culture of highlighted change. As a wrestler, he has been inspired by coach Corbett, he showed him how to be a model citizen. He is being stripped away from them and this is disappointing. This is a call to those in the athletic dept to think of the students before thinking of building their own legacies.

Amardeep Patal is the parent of two wrestling students. Corbett has been a wonderful coach to them. Her daughter had never wrestled and she made it to nationals. He is caring to the students and has brought them together as a team.

Jovalan Alingas is a WHS student. He met coach a few years ago. He taught him wrestling moves and everything he knows. Without him he would not have learned to put his all into everything he does. When discouraged, he would speak with him and give encouragement.

Emilio Rodriguez said Corbett has been a father figure and more than a coach. He taught him to work hard and have dedication. He is here to advocate for him and to ask for consideration in keeping him at WHS.

Josefina Ochoa spoke in support of coach Corbett. She has two students and the coach has made a big difference in their lives. Her kids have grown with his support; he is there for them. She is asking that we consider having him continue coaching.

Xavier Soria says Coach has played a big part in his life and he is passionate about his job. For the past four years he has attended every practice, coach Corbett has showed him that every practice matters (just as you would not want to miss a day of work). He has always been passionate about coaching. It would be sad to see coach go.

Angel Soria is a WHS parent and the HFA Board President, She is here to support coach Corbett. It is disappointing to see the coaches rotating in and the leadership is

lacking. Coach Corbett has been amazing, she can see how the kids appreciate and respect him. She is hoping we can get coach Corbett back as the wrestling coach.

Cesar Gutierrez has been a wrestler for 3 years. Coach taught him to work hard and be a leader in lift. He is always there for him, through health and wellbeing, pushing him to be the best person he can be. Consider keeping him as head coach at WHS.

Alex Diaz has been a chemistry teacher at Kimball High School for 22 years and is also head coach at KHS. Corbett has been influential in the success of the WHS wrestling program and has assisted him in improving his program at KHS. Wrestling is a tough sport, kids get hurt and recover. He asks the board to reconsider and reinstate coach Corbett as the head coach for WHS.

Heather Corbett is a prior WHS volleyball coach. Her family values integrity, they coach because they know the value this has on youth. They have had kids go to state competitions. Jon has built the program to be strong and competitive. Every coach wants their team to be successful, but he goes beyond. She has concerns with the programs. Jon stepped in so WHS could have a program.

Jon Corbett is disappointed that the school board isn't giving more time to the public to speak. He is not here to ask for his job back, he is here for accountability. He has seen a lot of turn over. Lack of consistency hurts the kids. He was told his contract would not be renewed despite never being told what could be improved. When he reached out to collaborate there was no response. This is not just a WHS issue, other coaches have had similar issues. He will pursue this more directly in other ways.

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

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

13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

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

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

- 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
- 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
- 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
- 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
- 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
- 13.2.8 Approve Agreement for Contract Services with Sow A Seed Community Foundation and Prevention Services Department for Summer School 2024
- 13.2.9 Approve Agreement for Contract Services between Valley Community Counseling and Prevention Services Department during 2024 Summer School
- 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
- 13.2.11 Approve Support Services for School Administrator Coaching
- 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, Assisting and Observation Experiences Agreement with Teachers College of San Joaquin
- 13.3.4 Certify that Provisions of Section 5593 Regarding Coaches Have Been Met

Action Items:

- 14.1 **Administrative & Business Services:**
- 14.1.1 Adopt Resolution #23-15 Specifications of the Election Order
Action: Silcox, Alexander. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.1.2 Approve Updated Board Policy and Administrative Regulation 5030 Student Wellness (First Reading) (Separate Cover)
Action: Silcox, Alexander. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.1.3 Approve the Agreements for the West HS ReRoofing Project Bid No. 2024-102 (Separate Cover)
Action: Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).

- 14.1.4** Approve the Agreements for Williams MS ReRoofing Project Bid No. 2024-101 (Separate Cover)
Action: Hawkins, Fagin. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.1.5** Adopt New Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion (First Reading)
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.2 Educational Services:**
- 14.2.1** Approve Adoption of Instructional Materials
Action: Hawkins, Fagin. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.2.2** Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2024-2025 School Year (Separate Cover)
Action: Fagin, Alexander. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.3 Human Resources:**
- 14.3.1** Adopt Revised Board Policy 4111, 4211, and 4311 Recruitment and Selection (Second Reading)
Action: Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.3.2** Adopt Revisions to Board Policy 4161.9, 4261.9, 4361.9 (Second Reading)
Action: Silcox, Alexander. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.3.3** Acknowledge Revisions to Administrative Regulation 4161.9, 4261.9, 4361.9 (Second Reading)
Action: Fagin, Silcox. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.3.4** Adopt New Board Policy 4112.41, 4212.41, and 4312.41 Employee Drug Testing (Second Reading)
Action: Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.3.5** Acknowledge New Administrative Regulation 4112.41, 4212.41, and 4312.41 Employee Drug Testing (Second Reading)
Action: Fagin, Silcox. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 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)
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 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)
Action: Silcox, Hawkins. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.3.8** Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2024-2025 School Year
Action: Fagin, Silcox. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 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
Action: Hawkins, Alexander. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).
- 14.3.10** Adopt Revisions to Board Policy 4161.3 Professional Leave (First Reading)
Action: Fagin, Silcox. **Vote:** Yes-6; No-0; Absent-1 (N. Kahlon).

14.3.11 Adopt Revisions to Board Policy 4261.3 Professional Leave (First Reading)

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

Board Reports:

Trustee Hoffert appreciates those that spoke during the Hearing of Delegations. He congratulated the graduating board student representatives. Trustee Fagin thanked the student reps and Feast Lab for the year. He likes to see the support of the coach from the community. Trustee Alexander appreciates the community for their support of the coach. She enjoys the high school reports. Congratulations to the 23/24 graduating class. Trustee Hawkins pointed out there are so many educational and fun events happening around the district, from Durham Ferry to Great America field trips. Trustee Silcox informed there were some teachers recognized by high school seniors at the Crystal Apple Awards and he would like to recognize them: Brian Hill from West High, Joseph Graham from Kimball, and Erin McKay from Tracy High. The students spoke very highly of them. Trustee Abercrombie said thank you to the Tracy DARE kids for coming out Saturday to clean up Byron Road. Tomorrow is a bittersweet day; his last two DARE graduations are taking place at McKinley and South West Park.

**Superintendent
Report:**

Dr. Pecot passed on comment.

Adjourn: 9:01 P.M.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 28, 2024
SUBJECT: Receive Report on TUSD STEM Update

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with the Community Training and Assistance Center (CTAC). The award supported TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway (PreK-12 STEM)*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. Then, in October 2021, TUSD was awarded a Teacher and School Leader (TSL) Incentive Program grant from US Ed in collaboration with CTAC. The award supported TUSD in creating *AdvanceSTEM*, a program designed to demonstrably and sustainably support the increase in academic growth of TUSD students, particularly those traditionally underrepresented in STEM learning.

In June of 2024, TUSD will have reached the end of the terms for both of these federal grants. This report will update the Board on progress made to date and the next steps that are being considered to sustain the STEM prioritization in TUSD.

RATIONALE: The completion of the STEM EIR grant and the STEM TSL grant provides a natural place to reflect on progress that has been made up to this point and considerations for next steps. This agenda item meets District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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: No funds are required for this report.

RECOMMENDATION: Receive Report on TUSD STEM Update.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 17, 2024
SUBJECT: Receive PAR Joint Committee Annual Report for 2023-2024

BACKGROUND: During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2023-2024 school year.

RATIONALE: The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

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

RECOMMENDATION: Receive PAR Joint Committee Annual Report for 2023-2024.

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

PEER ASSISTANCE AND REVIEW PROGRAM

2023-2024 Annual Report

Voluntary Participants:

The PAR program served no voluntary participants during the 2023-2024 year.

Mandatory Participants:

The PAR program served one mandatory participant during the 2023-2024 academic year. The participant entered PAR in August of 2022 and received 10 months of service during the 2022-2023 year. The participant continued the basic level of support through January of 2024, and requested an extension in order to continue support through the end of May. The extension was granted, and support continued through the end of the 2023-2024 instructional year.

Consulting Teachers Training and Support:

The consulting teacher had previously provided support to other participating teachers. As such, extensive formal training was not required to bring the CT on board. A refresher training on forms completion was provided, with other support provided on an “as needed” basis, both through Professional Learning and through input and feedback from the Joint Committee.

Applications for additional consulting teachers have been sent to all teachers and will be processed as they are received.

Topics/Activities Covered in the Peer Assistance Program (PAR):

The Joint Committee meets monthly to review reports from the consulting teacher, to monitor progress and provide support as needed. The consulting teacher attends several of the Joint Committee meetings to provide updates on coaching and mentoring activities, as well as report on progress made and continued areas for growth. When the consulting teacher does not attend, monthly reports including a time log, observation summaries, and other PAR documentation forms are submitted for committee review.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. Per the Master Agreement, the previous year’s revenue monies not used by the PAR Program will be used in the BTSA/Induction Program during the following year.

Recommendations:

For the 2024-2025 school year, the Joint Panel recommends:

- Consulting Teachers who are selected for newly referred teachers should collaborate with their Participating Teacher *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.
- The Joint Committee continue to provide training materials for site administrators to inform them about the PAR program and its benefits. Continue to present PAR training information during management meetings for all administrators to take back to their sites for implementation with their teachers.
- The Joint Committee will continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.
- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.
- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with Staff Development. The committee believes this training should be an expectation for consulting teachers providing service to mandatory participants.

Respectfully submitted,

PAR Joint Committee Members:

Tammy Jalique, District Rep & Joint Committee Chair

Anne Martin, TEA Rep

Catalina Piña, TEA Rep

Erin Quintana, District Rep

Melinda Williams, TEA Rep



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 17, 2024
SUBJECT: Receive Public Comments Regarding Negotiations with California School Employees Association and the Tracy Unified School District (TUSD)

BACKGROUND: CSEA has submitted their Sunshine Proposal for Reopener Negotiations for the 2024-2025 school year at the regularly scheduled board meeting on April 9, 2024. The District has also presented their initial bargaining proposal at the board meeting on May 14, 2024.

RATIONALE: This agenda item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

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

FUNDING: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 16, 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 28, 2024**

A.

Vendor:	Stericycle
Sites:	District-wide
Item:	Automatic Renewal
Services:	Hazardous drug and phlebotomy sharps container disposal.
Cost:	\$11,500.00
Project Funding:	General Fund/Health Services

B.

Vendor:	Transfinder
Sites:	Transportation Department
Item:	Automatic Renewal of Software License Agreement
Services:	Transfinder is a bus routing software system which includes a scheduling system, route analysis, cost calculations and satellite imagery.
Cost:	\$14,200.00
Project Funding:	General Fund/Transportation

C.

Vendor:	CI Solutions
Sites:	Transportation
Item:	Three-year managed services agreement, expiring on 4/13/25
Services:	CI Solutions will provide bus pass printing software, services, supplies, and hardware. This will replace the current bus pass processing systems that no longer work with the district's bus routing software.
Cost:	\$3,000.00 annually
Project Funding:	General Fund/Transportation

D.

Vendor:	Tracy Crime Stoppers
Sites:	District-wide
Item:	Memorandum of Understanding
Services:	Tracy Crime Stoppers has implemented the Students Speaking Out tip line, enabling students to anonymously report crimes and dangerous activities in our schools via phone, text, or web tip. In return, TUSD agrees to promote the program to school personnel, post information on our websites, and display and distribute flyers and posters.
Cost:	No cost to the district
Project Funding:	N/A

E.

Vendor:	City of Tracy
Sites:	District wide
Item:	Agreement
Services:	City of Tracy is responsible for the Drug Abuse Resistance Education Program with the District providing financial assistance each school year to pay for supplies.
Cost:	\$10,000.00 Automatic Renewal
Project Funding:	Student Services Budget

F.

Vendor:	San Joaquin County Office of Education
Sites:	District-wide
Item:	Three Year Agreement (Expires 6/30/25)
Services:	SJCOE will provide participating districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of one hundred hours per fiscal year.
Cost:	The cost is based on district participation, capped at \$2,000.00. Additional fees apply if the cumulative service hours for participating districts exceed one hundred hours per fiscal year. These fees are \$300.00 for the first hour of each call and \$100.00 per hour thereafter.
Project Funding:	General Fund

G.

Vendor:	Brightly
Sites:	District-wide
Item:	Automatic Renewal
Services:	Brightly will replace the district's existing asset management software, providing a more efficient tool for managing and maintaining all district assets and facilities. It will streamline work orders and tasks for maintenance and technology, as well as aid in planning and scheduling preventive maintenance.
Cost:	Annual renewal < \$28,100.00
Project Funding:	General Fund

H.

Vendor:	Dannis Woliver Kelley, Attorneys at Law
Sites:	Tracy Unified School District
Item:	Agreement for Professional Services-Two Year Agreement (expires 6/30/26)
Services:	Legal services related to general education law advice and representation, including collective bargaining, litigation, property, and facilities related matters.
Cost:	Rates range from \$130.00/hr. to \$475.00/hr. dependent upon the level of qualification of the individual attorney and the nature of the legal services provided.
Project Funding:	General Fund/Risk Management

I.

Vendor:	McCormick and Barstow, LLP
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Legal Services for liability claims and litigation.
Cost:	\$255.00/hr. as negotiated by the NorCal Relief executive committee
Project Funding:	General Fund/Risk Management

J.

Vendor:	Leone & Alberts, Attorneys at Law
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Legal Services for liability claims and litigation.
Cost:	\$255.00/hr. as negotiated by the NorCal Relief executive committee
Project Funding:	General Fund/Risk Management

K.

Vendor:	Johnson, Schachter, & Lewis
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Legal Services for liability claims and litigation.
Cost:	\$255.00/hr. as negotiated by the NorCal Relief executive committee
Project Funding:	General Fund/Risk Management

L.

Vendor:	Atkinson, Andelson, Loya, Ruud and Romo
Sites:	Tracy Unified School District
Item:	Two-year Agreement for Special Services (expires June 30, 2026)
Services:	Legal and on-legal Human Resources consulting services and education law training classes.
Cost:	\$355.00/hr. (senior partners), \$230.00/hr. (paralegals/legal assistants)
Project Funding:	Risk Management

M.

Vendor:	Law Office of Young, Minney, & Corr, LLP
Sites:	Tracy Unified School District
Item:	Purchase Order
Services:	Legal services related to Charter School Law
Cost:	\$375.00/hr. (senior partners), \$135.00-\$185.00/hr. (paralegals/legal assistants)
Project Funding:	Risk Management

N.

Vendor:	Alegre Home Care/Alegre Staffing
Sites:	Health Services/District-wide
Item:	Contract
Services:	Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.
Cost:	LNV 1 & 2 \$56.50/hr., Vision/Hearing Certificate \$58.50/hr. for RN \$63.00, and for RN/BSN (Credentialed School Nurse) \$88.00/hr. Not to exceed \$950,000.00.
Project Funding:	Health Services

O.

Vendor:	Ingenium
Sites:	District Wide
Item:	Open Purchase Order
Services:	Packaging, transporting, and disposal of hazardous and universal waste as required by the Dept. of Toxic and Substance Control and SJ County Environmental Health.
Cost:	\$80,000.00
Project Funding:	General Fund/Environmental Compliance



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 14, 2024
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 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 2024/25 School Year.

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



2024/2025 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Recommended for approval</i>	<i>Current</i>
West High Home Field Advantage	<i>Recommended for approval</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 17, 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 Tracy High School/Tracy Unified School District:

1. Donation from Jacqueline Erceg: \$1000.00 (Check #10233) designated for the Mike Erceg Scholarship.
2. Donation from Velma Pimentel and Sons Dairy: \$500.00 (Check #3703) designated for the Jerry Pimentel FFA Memorial Scholarship.
3. Donation from Rajesh Kumar Arora: \$750.00 (Check #274) designated for Prithvi Raj Scholarship.
4. Donation from Dana Roberson: \$500.00 (Check #1173) designated for Dorwin Hawthorne Scholarship.
5. Donation from R.A Edwards: \$500.00 (Check #531) designated for the Tracy High FFA Club.
6. Donation from Henry Tosta: \$500.00 (Check #2527) designated for the Linda Tosta Scholarship.
7. Donation from Leprino Foods: \$1000.00 (Check #1010167938) designated for the Leprino Foods Scholarship Account.
8. Donation from Patricia Robidart: \$1000.00 (Check #2786) designated for the Joe Alvarez Scholarship.
9. Donation from A & M Pombo Partnership: \$600.00 (Check #1087) designated for the Gene Pombo Memorial Scholarship.
10. Donation from Robert Herrington: \$1000.00 (Check #1469) designated for the Bobby Costa Memorial Scholarship.

Donations received by Tracy Earth Project/Tracy Unified School District:

1. Donation from Tracy Earth Project/Dotty Nygard: \$5,000.00 (Check #173). Tracy Earth Project awarded four Tracy Unified Schools for winning projects in the Earth Day Challenge 2024 with a monetary gift of \$1,000.00 for each classroom.

- Kimball High School: Ana Salazar, Jennifer Botelho
- Stein High School: Eustacia Hall
- Duncan Russell: Lauren Coker
- Bohn Elementary School: Stephanie Olsen

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

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

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

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

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 17, 2024
SUBJECT: Approve Accounts Payable Warrants (April 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (April 2024).

Prepared by: Lori Nelson, Director of Financial Services.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 17, 2024
SUBJECT: Approve Payroll Reports (April 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (April 2024).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 04/30/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	5,641,241.49	Teachers' Salaries
		1200	628,564.19	Cert Pupil Support Salaries
		1300	699,770.18	Cert Suprvrs' & Admins' Sal
		1900	236,443.10	Other Certificated Salaries
		2100	731,900.80	Instructional Aides' Salaries
		2200	1,167,048.62	Classified Support Salaries
		2300	273,468.69	Class Suprvrs' & Admins' Sal
		2400	659,635.03	Clerical & Office Salaries
		2900	52,416.53	Other Classified Salaries
		Total Labor	10,090,488.63	
Fund	01	SACS Object	Amount	
		3101	1,329,777.32	STRS On 1000 Salaries
		3102	13,310.74	STRS On 2000 Salaries
		3201	68,266.05	PERS On 1000 Salaries
		3202	735,233.15	PERS On 2000 Salaries
		3301	114,712.92	
		3302	209,592.51	
		3401	628,802.31	
		3402	352,147.28	
		3501	3,603.17	State Unemploy On 1000 Salary
		3502	1,441.28	State Unemploy On 2000 Salary
		3601	125,709.07	Worker'S Comp Ins On 1000 Sal
		3602	50,319.73	Worker'S Comp Ins On 2000 Sal
		3701	51,807.63	
		3702	24,654.49	
		3901	167.64	
		Total Contributions	3,709,545.29	
Fund	09	SACS Object	Amount	
		1100	183,021.70	Teachers' Salaries
		1200	11,515.22	Cert Pupil Support Salaries
		1300	11,233.18	Cert Suprvrs' & Admins' Sal
		2400	14,046.43	Clerical & Office Salaries
		Total Labor	219,816.53	
Fund	09	SACS Object	Amount	
		3101	39,302.09	STRS On 1000 Salaries
		3202	3,747.58	PERS On 2000 Salaries
		3301	2,802.33	
		3302	1,049.85	
		3401	15,119.25	
		3402	1,607.89	
		3501	102.90	State Unemploy On 1000 Salary
		3502	7.02	State Unemploy On 2000 Salary
		3601	3,589.66	Worker'S Comp Ins On 1000 Sal
		3602	245.04	Worker'S Comp Ins On 2000 Sal
		Total Contributions	67,573.61	
Fund	11	SACS Object	Amount	
		1100	28,944.83	Teachers' Salaries
		1200	9,399.14	Cert Pupil Support Salaries
		1300	13,059.82	Cert Suprvrs' & Admins' Sal
		2100	7,317.73	Instructional Aides' Salaries
		2400	10,293.77	Clerical & Office Salaries
		Total Labor	69,015.29	

Fund 11	SACS Object	Amount	
	3101	9,818.14	STRS On 1000 Salaries
	3202	4,698.75	PERS On 2000 Salaries
	3301	712.02	
	3302	1,300.66	
	3401	3,622.44	
	3402	2,029.77	
	3501	25.70	State Unemploy On 1000 Salary
	3502	8.79	State Unemploy On 2000 Salary
	3601	896.75	Worker'S Comp Ins On 1000 Sal
	3602	307.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	23,420.25	

Fund 12	SACS Object	Amount	
	2100	32,141.87	Instructional Aides' Salaries
	2300	3,051.41	Class Suprvrs' & Admins' Sal
	2400	4,803.48	Clerical & Office Salaries
	Total Labor	39,996.76	

Fund 12	SACS Object	Amount	
	3102	584.11	STRS On 2000 Salaries
	3202	8,028.32	PERS On 2000 Salaries
	3302	2,582.17	
	3402	2,013.99	
	3502	20.01	State Unemploy On 2000 Salary
	3602	697.73	Worker'S Comp Ins On 2000 Sal
	Total Contributions	13,926.33	

Fund 13	SACS Object	Amount	
	2200	199,633.28	Classified Support Salaries
	2300	48,230.84	Class Suprvrs' & Admins' Sal
	2400	16,218.98	Clerical & Office Salaries
	Total Labor	264,083.10	

Fund 13	SACS Object	Amount	
	3202	65,015.76	PERS On 2000 Salaries
	3302	19,299.71	
	3402	20,479.43	
	3502	132.10	State Unemploy On 2000 Salary
	3602	4,606.89	Worker'S Comp Ins On 2000 Sal
	Total Contributions	109,533.89	

Pay Date 04/10/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	01	SACS Object	Amount	
		1100	504,849.90	Teachers' Salaries
		1200	549.30	Cert Pupil Support Salaries
		1300	3,314.00	
		1900	8,020.56	Other Certificated Salaries
		2100	27,681.44	Instructional Aides' Salaries
		2200	131,503.27	Classified Support Salaries
		2400	16,363.88	Clerical & Office Salaries
		2900	4,603.13	Other Classified Salaries
		Total Labor	696,885.48	
Fund	01	SACS Object	Amount	
		3101	58,029.07	STRS On 1000 Salaries
		3201	734.90	PERS On 1000 Salaries
		3202	6,039.17	PERS On 2000 Salaries
		3301	10,613.04	
		3302	11,260.01	
		3501	258.49	State Unemploy On 1000 Salary
		3502	89.30	State Unemploy On 2000 Salary
		3601	9,014.69	Worker'S Comp Ins On 1000 Sal
		3602	3,142.70	Worker'S Comp Ins On 2000 Sal
		Total Contributions	99,181.37	
Fund	09	SACS Object	Amount	
		1100	840.00	Teachers' Salaries
		2400	187.52	Clerical & Office Salaries
		Total Labor	1,027.52	
Fund	09	SACS Object	Amount	
		3101	160.44	STRS On 1000 Salaries
		3202	50.03	PERS On 2000 Salaries
		3301	12.18	
		3302	14.35	
		3501	0.42	State Unemploy On 1000 Salary
		3502	0.09	State Unemploy On 2000 Salary
		3601	14.66	Worker'S Comp Ins On 1000 Sal
		3602	3.27	Worker'S Comp Ins On 2000 Sal
		Total Contributions	255.44	
Fund	11	SACS Object	Amount	
		1100	7,484.73	Teachers' Salaries
		1200	549.30	Cert Pupil Support Salaries
		2100	452.47	Instructional Aides' Salaries
		2400	1,028.87	Clerical & Office Salaries
		Total Labor	9,515.37	
Fund	11	SACS Object	Amount	
		3101	1,422.88	STRS On 1000 Salaries
		3202	57.94	PERS On 2000 Salaries
		3301	116.49	
		3302	113.31	
		3501	4.03	State Unemploy On 1000 Salary
		3502	0.74	State Unemploy On 2000 Salary
		3601	140.14	Worker'S Comp Ins On 1000 Sal
		3602	25.84	Worker'S Comp Ins On 2000 Sal
		Total Contributions	1,881.37	
Fund	12	SACS Object	Amount	

2100	3,064.49	Instructional Aides' Salaries
Total Labor	3,064.49	

Fund 12	SACS Object	Amount	
	3102	24.30	STRS On 2000 Salaries
	3202	272.11	PERS On 2000 Salaries
	3302	161.29	
	3502	1.53	State Unemploy On 2000 Salary
	3602	53.48	Worker'S Comp Ins On 2000 Sal
	Total Contributions	512.71	

Fund 13	SACS Object	Amount	
	2200	18,248.16	Classified Support Salaries
	2400	443.20	Clerical & Office Salaries
	Total Labor	18,691.36	

Fund 13	SACS Object	Amount	
	3202	3,073.85	PERS On 2000 Salaries
	3302	1,196.50	
	3502	9.30	State Unemploy On 2000 Salary
	3602	326.03	Worker'S Comp Ins On 2000 Sal
	Total Contributions	4,605.68	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 17, 2024
SUBJECT: Approve Revolving Cash Fund Reports (April 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (April 2024).

Prepared by: Lori Nelson, Director of Financial Services.

05/02/24

TUSD
REVOLVING CASH FUND
 April 2024

Date	Num	Name	Memo	Paid Amount
04/19/2024	10027	DEPARTMENT OF MOTOR VEHIC...	PO24-00226 Adrian Alvarez Aldrete tess fee	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
				<hr/>
				-98.00
TOTAL				
04/19/2024	10030	CALIFORNIA HIGHWAY PATROL	PO24-00203 Maria G. Gonzalez Exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0723-0-5750-3600-5800-840-9702	-17.50
				<hr/>
				-25.00
TOTAL				
04/02/2024	10019	Children's Museum of Stockton	REQ24-02785 4/3/24 field trip tickets	
			01-30100-1110-1000-4300-430-3002	-360.00
				<hr/>
				-360.00
TOTAL				
04/10/2024	10020	Paris Printing	REQ24-02750 4 Banners and Logo	
			01-0000-0-1110-1000-4300-490-2323	-389.70
				<hr/>
				-389.70
TOTAL				
04/11/2024	10021	SJCOE	REQ24-02854 Robert Pecot Awards Dinner	
			01-0000-0-0000-7150-4300-810-1001	-40.00
				<hr/>
				-40.00
TOTAL				
04/15/2024	10022	Taqueria La Mexicana	REQ24-02776 WASC lunches 4/15/24	
			01-0000-0-1110-1000-4300-700-1006	-70.62
				<hr/>
				-70.62
TOTAL				
04/16/2024	10023	Amazing Kitchen	PO24-02684 WASC 4/17/24 order	
			01-0000-0-1110-1000-4300-700-1006	-82.00
				<hr/>
				-82.00
TOTAL				
04/19/2024	10024	DEPARTMENT OF MOTOR VEHIC...	PO24-00226 Maria G Gonzalez test fee	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
				<hr/>
				-98.00
TOTAL				
04/19/2024	10025	DEPARTMENT OF MOTOR VEHIC...	PO24-00226 Carlos Sanchez test fee	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
				<hr/>
				-98.00
TOTAL				

05/02/24

TUSD
REVOLVING CASH FUND
 April 2024

Date	Num	Name	Memo	Paid Amount
04/19/2024	10026	DEPARTMENT OF MOTOR VEHIC...	PO24-00226 Jesus Guzman test fee	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
TOTAL				-98.00
04/19/2024	10027	DEPARTMENT OF MOTOR VEHIC...	PO24-00226 Adrian Alvarez Aldrete tess fee	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
TOTAL				-98.00
04/19/2024	10028	DEPARTMENT OF MOTOR VEHIC...	PO24-00226 Jose Mora test fee	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
TOTAL				-98.00
04/19/2024	10029	DEPARTMENT OF MOTOR VEHIC...	PO24-00226 Jabari Jefferson test fee	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
TOTAL				-98.00
04/19/2024	10030	CALIFORNIA HIGHWAY PATROL	PO24-00203 Marla G. Gonzalez Exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0723-0-5750-3600-5800-840-9702	-17.50
TOTAL				-25.00
04/19/2024	10031	CALIFORNIA HIGHWAY PATROL	PO24-00203 Carlos Sanchez exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0724-0-5750-3600-5800-840-9702	-17.50
TOTAL				-25.00
04/19/2024	10032	CALIFORNIA HIGHWAY PATROL	PO24-00203 Jesus Guzman exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0724-0-1110-3600-5800-840-9702	-17.50
TOTAL				-25.00
04/19/2024	10033	CALIFORNIA HIGHWAY PATROL	PO23-00203 Adrian Alvarez Aldrete exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0724-0-5750-3600-5800-840-9702	-17.50
TOTAL				-25.00

05/02/24

TUSD
REVOLVING CASH FUND
 April 2024

Date	Num	Name	Memo	Paid Amount
04/19/2024	10034	CALIFORNIA HIGHWAY PATROL	PO24-00203 Jose Mora exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0724-0-5750-3600-5800-840-9702	-17.50
TOTAL				-25.00
04/19/2024	10035	CALIFORNIA HIGHWAY PATROL	PO24-00203 Hector Fernandez exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0724-0-5750-3600-5800-840-9702	-17.50
TOTAL				-25.00
04/19/2024	10036	CALIFORNIA HIGHWAY PATROL	PO24-00203 Jabari Jefferson exam	
			01-0723-0-1110-3600-5800-840-9702	-7.50
			01-0724-0-5750-3600-5800-840-9702	-17.50
TOTAL				-25.00
04/30/2024	10037	Derek Sundquist	ID#131062 Adj U/C dock 3/19/24 & 3/20/24	
			01-0000-0-1110-1000-1100-709-8999	-590.77
TOTAL				-590.77
04/30/2024	10038	Mi Esperanza	REQ24-02952 inv 1628 Deposit	
			01-0000-0-1110-1000-4300-100-2323	-100.00
TOTAL				-100.00
04/30/2024	10039	Speer BBQ	Balance Event date 5/1/24 PO24-02428	
			01-0000-0-0000-7150-5800-810-1001	-366.00
TOTAL				-366.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 9, 2024
SUBJECT: Approve Agreement for Contract Services between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2024/2025 School Year to all District Elementary and Middle Schools

BACKGROUND: Tracy Unified School District's Title I K-5 and K-8 Schools have a large population of students who would benefit from additional Reading and Math interventions. MyPath, a computer-based software program provided by Imagine Learning Inc., provides both teachers and administrators with the ability to provide differentiated and engaging curriculum and strong progress monitoring tools to improve student learning. My Path was piloted at North School for the 2022-23 school year to provide additional intervention, reinforcement, and enrichment for students. Due to the successful implementation and student progress shown using MyPath at North School, it is felt that expanding this program to K-5/K-8 Title I schools will further increase student achievement and close the achievement gap in the Tracy Unified School District.

RATIONALE: Based on Tracy Unified School District's local and State assessment data from the 2021/2022 and 2022/2023 school years, there is a need to provide additional and continuous interventions and enrichments through the MyPath program to all students in grades K through 8. All TUSD elementary and middle schools will be School-wide Title I Programs in the 2024-2025 school year. The MyPath Reading and Math program will allow teachers to pre-assess students at the beginning of the year, identify students' needs, and build differentiated interventions and enrichment systems in Reading and Math for all students. Additionally, teachers will be able to track student progress, in real-time, throughout the school year. My Path will be an additional and engaging resource to improve student achievement and close the achievement gap in Reading and Math at all of our elementary and middle schools.

FUNDING: The cost, not to exceed \$597,615.00, will be paid from Title I Carryover Funds. This cost is for training for new teachers, individual student licenses, and digital integration.

RECOMMENDATION: Approve Agreement for Contract Services between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2024/2025 School Year to all District Elementary and Middle Schools.

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

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

1. Contractor shall perform the following duties: Provide Imagine Math Facts, Imagine Math, MyPath New Reading and Math, and Imagine Language & Literacy Reusable Student Licenses to all TUSD elementary and middle schools; Provide System Integration with Clever or Classlink Sync and SSO; and Provide PD Webinar Training sessions to TUSD Teachers new to the Imagine Learning Programs.

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 Year () [] HOURS [] DAYS, under the terms of this agreement at the following location TUSD Elementary and Middle Schools.

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

- a. District shall pay \$ \$597,615.00 per [] HOUR [] DAY [X] **FLAT RATE**, not to exceed a total of \$ \$597,615.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ 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 June 30, 2025.

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, Dr. Mary Petty, at (209) 830-3210 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
45-1565841	
IRS Identification Number	
Account Executive - California	
Title	
100 S. Mill Avenue, Suite 1700	
Address	
Tempe, AZ 85281	
(480) 423-0213 - Phone	

Tracy Unified School District
5.28.2024
Date
01-3010-0-1110-1000-4300-800-2744
Account Number to be Charged
Dr. Mary Petty
Department/Site Approval
Dr. Mary Petty
Budget Approval
5.28.2024
Date Approved by the Board



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Tracy Joint Unified School District
1875 West Lowell Avenue
Tracy CA 95376
United States

Date	5/1/2024
Quote No.	Q-55339
Acct. No.	12214869
Total	597,615.00
Pricing Expires	10/27/2024

NOTE: Customer appreciation discount of 50k included.

Payment Term	Contract Start	Contract End
Net 30	7/1/2024	6/30/2025

Site	Description	Comments	End Date	Qty
Tracy Unified School District	Imagine Math Facts Reusable License	Monte Vista MS and Williams MS	06/30/2025	1
	Imagine Math Reusable License	Monte Vista MS and Williams MS	06/30/2025	1
	Imagine Language & Literacy Reusable License	Monte Vista MS and Williams MS	06/30/2025	1
	Integration - Clever or Classlink Sync and SSO		06/30/2025	1
Central Elementary School			06/30/2025	1
	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
Gladys Poet-Christian Elementary School	PD Webinar Session (CW-SUPP)		06/30/2025	1
			06/30/2025	1
	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
George Kelly Elementary School	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
			06/30/2025	1
	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1

Site	Description	Comments	End Date	Qty
Wanda Hirsch Elementary School	PD Webinar Session (CW-SUPP)		06/30/2025	1
	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
South-West Park Elementary School	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
North Elementary School	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
Melville Jacobson Elementary School	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
McKinley Elementary School	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
Louis J Villalovoz Elementary School	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
Louis Bohn Elementary School	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1

Site	Description	Comments	End Date	Qty
Monte Vista Middle School	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
Earle E Williams Middle School	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
Art Freiler School	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1
	Imagine Math Facts Site License		06/30/2025	1
	Imagine Math Site License		06/30/2025	1
	Imagine Language & Literacy Site License		06/30/2025	1
	MyPath New Reading and Math Site License		06/30/2025	1
	PD Webinar Session (CW-SUPP)		06/30/2025	1

Subtotal	597,615.00
Tax Total	0.00
Total	597,615.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions. These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Tracy Joint Unified School

District

Signature: _____

Print Name: _____

Title: _____

Date: _____

Imagine Learning Representative

Jesse Tafolla

Account Executive - California

jesse.tafolla@imaginelearning.com

imaginelearning.com

(530) 760-7043

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 13, 2024
SUBJECT: Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School during the 2024-2025 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, schools, and communities as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that children 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 Central 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. PIQE will provide a second focus at Central School that will support site efforts to equip parents with five elements of literacy strategies to support literacy at home. This supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall use A-G grants and Title 1 funds to cover the flat fee of \$14,500 for the signature program in English and Spanish. The funding source will come for the Expanded Learning Opportunity Grant.

RECOMMENDATION: Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School during the 2024-2025 school year.

Prepared by: April Jacobs, Central School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: In Fall, Eight week parent class to educate parents and increase parent involvement at Central School for the 2024-2025 school year. In Winter, eight week parent class to educate parents and increase family literacy in grades PK-3 at Central 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 16 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Central 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 September 10, 2024, and shall terminate on April 2025.

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, April Jacobs, at (209) 830-3303 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



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: April Jacobs, School Principal
From: Gabriela Rios, Executive Director
Date: April 2, 2024

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Central 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:

September 10, 2024 – November 5, 2024

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: A-G Grant

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: AJ

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



April Jacobs, School Principal

4-8-24

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



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: April Jacobs, School Principal
From: Gabriela Rios, Executive Director
Date: April 2, 2024

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

RECITALS

Scope of Services: PIQE will provide its **Family Literacy P-3rd Program (P3)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A 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 introduce the five elements of literacy equipping families with strategies to support literacy at home.

- A. Time of Class: **TBD** Morning _____ Evening ☒ 6:00 pm
- B. Type of Class: **TBD** Virtual (V) _____, Hybrid (H) _____, In-Person (P) ☒

Session Dates: **Winter 2025**

- 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 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.

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22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

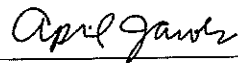
Location: **TBD**

School funding: Title 1

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: AJ

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



April Jacobs, School Principal

4-8-24

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 7, 2024
SUBJECT: Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Central School for the 2024 - 2025 School Year

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through fifth grade for eight-week sessions. Students will learn basic art concepts and carry out various art projects.

RATIONALE: In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning, and improving visual and spatial acuity. The art projects are used to enhance writing and reading project-based learning for the Common Core Standards. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: These contracts are to be paid with Title 1 Funding. The Central School contract will not exceed \$9,920.00 to be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Central School for the 2024 - 2025 School Year.

Prepared by: April Jacobs, Principal, Central School.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Artist in Schools Residency, 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: 8 week sessions for 20 classrooms, with four artists- providing art lessons for students at Central 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 32 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$ 9920 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 9920. 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 [] 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 13, 2023, and shall terminate on February 26, 2025.

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, April Jacobs, at (209) 830-3303 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 _____



MEMORANDUM OF UNDERSTANDING
(Central/Mario, Rajni, Mahalia, Jose)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Central Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Central Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Central Elementary to:

- 1) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 2) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 3) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 4) Expedite timely payment to SJCOE. Artists-in-Residence, Mario Tejada, Rajni Sehgal, Mahalia Freier, and Jose Villalobos who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

II. TERM OF AGREEMENT

Services by SJCOE will begin: August 13, 2024, and will continue on the following dates. See quote.

Number of classes: 20 Classrooms, 8-week sessions.

Staff Contact at site: April Jacobs 209-830-3303 ajacobs@tUSD.net

Artist Contact: See quote for artist contact information.

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, Central Elementary will pay SJCOE the sum of \$9,920.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No ☐ N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No ☐ N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

April Jacobs

Central Elementary
200 West Eaton Avenue, Tracy, CA 95376

05/07/2024

Date

Sandra Wendell

SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

05/07/2024

Date

Warren Sun

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

05/08/2024

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 3, 2024
SUBJECT: Approve Agreement for Contract Services for Central School and North School Staff for Kagan Cooperative Learning Workshop Focused on EL Strategies on July 31, 2024

BACKGROUND: The Kagan Cooperative Learning, focused on EL strategies, 1 day workshop will provide teachers and staff with the tools to create full student engagement with a focus on EL strategies. It is a simple, yet powerful cooperative learning environment focused on EL instructional strategies. Classrooms that implement Kagan structures with a focus on EL strategies motivate student learning, while supporting EL students, working wonders for students' social skills and language development. This on-site workshop will be held at North School.

RATIONALE: The focus of Kagan training is to review practical and proven EL strategies that will enhance learning and connections in the classroom. This request supports District Strategic Goal #1 and Goal #2. 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. Goal #2 Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost for the three-day workshop will not exceed \$11,587.00 total for Central staff and North staff members. Funding will be provided by Title 1 funds with Central paying \$5573.50 and North School paying \$6013.50.

RECOMMENDATION: Approve Agreement for Contract Services for Central School and North School staff for Kagan Cooperative Learning Workshop focused on EL strategies on July 31, 2024.

Prepared by: Mrs. Susan Hawkins, North School and Mrs. April Jacobs, Central School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Kagan Professional Development, 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: On site training for Central School and North School staff for Kagan Professional Development on July 31, 2024, to be held at North School 2875 Holly Drive, Tracy CA 95376.

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 One () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 11,587.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 11,587.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 31, 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, Susan Hawkins, at (209) 830-3350 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
<hr/>	
IRS Identification Number	
<hr/>	
Title	
<hr/>	
Address	
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<hr/>	

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



Central Elementary School
Tracy, CA

Quote 13523
Customer 1029367

Kagan Quote April 22, 2024

Shared School			
Description	Quantity	Amount	Est. Total
Cooperative Learning Day 1 - Shared School Date(s): July 31, 2024 Schools: Central Elementary and North Elementary Participant Description: 25 participants - Central Elementary School Only	1 day	\$3,999.00	\$3,999.00
Materials			
Description	Quantity	Amount	Est. Total
Cooperative Learning Book, Workbooks, Action Plans, Software* Date(s): July 31, 2024 Schools: Central Elementary School Participant Description: 25 participants	25 sets	\$44.00	\$1,100.00
Shared School			
Description	Quantity	Amount	Est. Total
Cooperative Learning Day 1 - Shared School Date(s): July 31, 2024 Schools: Central Elementary and North Elementary Participant Description: 35 participants - North Elementary	1 day	\$3,999.00	\$3,999.00
Materials			
Description	Quantity	Amount	Est. Total
Cooperative Learning Book, Workbooks, Action Plans, Software* Date(s): July 31, 2024 Schools: North Elementary Only Participant Description: 35 participants	35 sets	\$44.00	\$1,540.00
Travel Fee			
Description	Quantity	Amount	Est. Total
Travel Fee Schools: Central Only	1/2 round trip	\$474.50	\$474.50
Travel Fee Schools: North Only	1/2 round trip	\$474.50	\$474.50
Total:			\$11,587.00
Please Note: This Price Quote will expire on August 7, 2024			

Notes

- Workshop Date: Requested date is contingent upon trainer availability.
- Travel Fee: The Travel Fee is a one-time fee that covers all flights, lodging, meals, cabs, rental car, parking, and incidentals for the duration of the trainer visit.
- Course Material Fee : There is a one-time Course Material Fee for all workshops, not included in the Workshop Fee. The fee covers all materials, including additional workbooks for subsequent training days, up to 5 days of training on the same workshop topic.
- Sales Tax: *Sales tax applies to course materials except for tax exempt organizations.
- For questions about this quote, please contact Jan Carroll – Jan@KaganOnline.com or 949.545.6341



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 8, 2024
SUBJECT: **Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Physical Education and Career Technical Education Teachers for the 2024-2025 School Year**

BACKGROUND: Cascade Training Center specializes in offering informative onsite courses that are tailored to our specific emergency needs such as CPR and First Aid.

RATIONALE: Tracy Unified School District Physical Education teachers and Career Technical Education teachers (CTE) experience a higher rate of incidents requiring current knowledge and practices in safety, First Aid, CPR and AED. The 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.

FUNDING: The cost of combined CPR, AED and First Aid training will be \$1,625 and will train up to 25 participants. Additional participants can be added for \$65.00 per person. The total cost for the CPR, AED and First Aid training is not to exceed \$2,275 and will be paid through Title II funds.

RECOMMENDATION: Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Physical Education Teachers and Career Technical Education Teachers for the 2024-2025 School Year.

Prepared by: Erin Quintana, Director, Professional Learning & Curriculum.

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 Cascade Training Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Will provide CPR, AED and First Aid for TUSD staff.

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 [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 \$ 65.00 per person per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 2275.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 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 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:

Contractor Signature

38-3932565

IRS Identification Number

Operations Manager

Title

15810 S. Harlan Rd Ste. C Lathrop, CA 95330

Address

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 Ed Services
DATE: April 24, 2024
SUBJECT: Approve Agreement for Special Contract Services with SJCOE SELPA, to Provide P3: Preventative, Proactive, Practical Training during TTIP for New Teachers during the 2024-2025 School Year

BACKGROUND: Tracy Unified School District has a long-standing history of providing relevant professional development for new teachers joining TUSD through TTIP.

RATIONALE: The San Joaquin County Office of Education's SELPA will provide P3: Preventative, Proactive, Practical training. This training will provide strategies focusing on positive staff relationships, as well as preventative and de-escalation of challenging behaviors in the classroom to help support new teachers. The focus of this training will be how to support teachers with environmental consideration in their classrooms, antecedent interventions and defusing common behavior problems.

The County Office will provide 3 hours 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 P3 training is not to exceed \$1,500 and will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with SJCOE SELPA, to Provide P3: Preventative, Proactive, Practical Training during TTIP for New Teachers during the 2024-2025 School Year.

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

AGREEMENT BETWEEN THE
SAN JOAQUIN COUNTY OFFICE OF EDUCATION SELPA
AND THE
TRACY UNIFIED SCHOOL DISTRICT
FOR P3 Training: Preventative, Proactive, and Practical

This agreement, executed on **July 1, 2024** by and between the **San Joaquin County Office of Education SELPA** (hereinafter "**SELPA**") and the **Tracy Unified School District** (hereinafter "**Tracy**"), is entered into in order for **Tracy** to provide **payment for P3 Training: Preventative, Proactive, and Practical**; a training that will provide strategies focusing on positive/staff relationships, as well as prevention and de-escalation of challenging behaviors in the classroom. Training **to be held July 18, 2024** and **Tracy** will pay to the **SELPA** for all costs in full. The total cost payable to the **SELPA** for preparation and three hours of training will be **\$1500.00**. It is mutually agreed between the parties as follows:

2. REIMBURSEMENT FOR SERVICES

Tracy will pay to the **SELPA** the total sum for these services. This figure is subject to being increased in further fiscal years as needed.

3. INVOICES AND PAYMENTS

Payment of these costs by **Tracy** will be executed by the San Joaquin County Office of Education - Business Services within 60 days of Tracy board adoption.

4. DISCRIMINATION

Neither **SELPA** nor **Tracy** and/or their employees shall discriminate because of race, religion, color, national origin, disabilities, marital status, age, or sex against any person by refusing any person or privilege offered to or engaged by the general public.

5. INDEMNITY / HOLD HARMLESS

SELPA will defend, indemnify, and hold harmless **Tracy**, its agents, officers and employees against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of **SELPA** and its officers, agents, or employees in the performance of this contract. **Tracy** will defend, indemnify, and hold harmless **SELPA**, its agents, officers and employees against all suits and claims that may be based on injury to persons or property that is the result of an error, omission, or negligent act of **Tracy** and its officers, agents, or employees in the performance of this contract.

6. NOTICES

Any notices herein provided to be given by either party shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid and addressed, or faxed or emailed, as follows:

TO: **SELPA**

Brandie Brunni, Assistant Superintendent, Special Education/SELPA Director
Wentworth Education Center
P.O. Box 213030
Stockton, CA 95213-9030
Phone: (209) 468-4925
Fax: (209) 468-4979
E mail: bbrunni@sjcoe.net

TO: **Tracy**

Rob Pecot, Superintendent, Tracy Unified School District
1875 W Lowell Ave
Tracy, CA 95376
Phone: (209) 830-3201
E mail: rpecot@tusd.net

The address to which the notices to be sent may be changed by either party advising the other in writing of such change. Nothing herein shall preclude the giving to any notice by personal service.

7. TERM AND TERMINATION

The term of this agreement shall be for a period commencing on **July 1, 2024**, and ending on **July 31, 2024 after services are rendered.**

8. MODIFICATION

Notwithstanding any of the provisions of this agreement, this writing contains the entire agreement between the parties hereto and there are no other agreements or understandings written or oral. This agreement may not be changed or modified except in writing and signed by the parties hereto.

9. AGENCY RELATIONSHIP

This contract is not intended to and shall not create the relationship of principal-agent, master-servant, or employer-employee between **SELPA** and **Tracy**, nor shall this contract create a partnership, joint venture or association between **SELPA** and **Tracy**. **SELPA** contractor(s) assigned to **Tracy** by **SELPA** under this Agreement shall be considered to be acting solely on behalf of, and at the direction of, **Tracy** in performing any and all acts/duties required under this Agreement. **Tracy** shall be solely responsible for any and all acts performed by **SELPA** contractor(s) under this Agreement, including but not limited to any due process or other claims filed by a student based upon perceived and/or actual acts performed by **SELPA** contractor(s) under this Agreement.

12. COPIES OF AGREEMENT

This agreement is executed in counterparts, each of which shall be deemed a duplicate original.

IN WITNESS THEREOF, the parties the day and year first above written have affixed their signatures hereto.

By _____
Brandie Brunni
SELPA

Date: _____

By _____
Rob Pecot
Tracy

Date: _____

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County of Education SELPA, 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: P3 Training: Preventative, Proactive, and Practical; a training that will provide strategies focusing on positive/staff relationships, as well as prevention and de-escalation of challenging behaviors in the classroom.

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 [X] 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 \$ 1,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 1,500. 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 \$ 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 July 1, 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 [X] 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:

Brandie Brunni Digitally signed by Brandie Brunni
Date: 2024.05.08 17:00:56 -07'00' Assistant Superintendent

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Assistant Superintendent, SELPA

Account Number to be Charged

Title

Department/Site Approval

P.O. Box 213030

Budget Approval

Address

Stockton, CA 95213-9030

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 8, 2024
SUBJECT: Approve Agreement for Special Contract Services with SJCOE for Certificated and Classified Employees Professional Development during the 2024-2025 school Year

BACKGROUND: San Joaquin Office of Education has provided numerous professional development sessions to our teachers during District Buy Back Days and during the school year in previous years.

RATIONALE: The San Joaquin County Office Education Team will provide professional development during District Buy Back Day. The sessions offered are topics on culturally relevant teaching, grading for equity, and creating effective and positive learning environments. The county will also provide unconscious bias training to classified staff prior to the school year starting. This request meets district 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 cost for this training and support is not exceed \$2,950 and will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with SJCOE for Certificated and Classified Employees Professional Development during the 2024-2025 school Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education Continuous Improvement and Support department, 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: The CIS team will develop and facilitate three, 2 hour and 15 minute sessions on each of the following topics: Culturally Relevant Teaching, Grading for Equity, and Creating Effective and Positive Learning Environments during teacher Buy Back day on July 30, 2024. The CIS team will also facilitate one, 1-hour session on Unconscious Bias to Classified Professional Development on July 31, 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 various TUSD sites.

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

- a. District shall pay \$2,950 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$2,950. 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 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

2707 Transworld Drive, Stockton CA

Department/Site Approval

Address

Budget Approval

Date Approved by the Board



Memorandum of Understanding
San Joaquin County Office of Education, Continuous Improvement and Support Department
and Tracy Unified School District

This agreement by and between the San Joaquin County Office of Education's Continuous Improvement and Support department, hereinafter referred to as SJCOE/CIS, and Tracy Unified School District, hereinafter referred to as TUSD, is for the purpose of developing and facilitating professional development sessions for TUSD educators.

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

I. SCOPE OF WORK

Teacher Buy Back Day (July 30, 2024)

The CIS team will develop and facilitate two, 2 hour and 15 minute sessions on each of the following topics:

- Culturally Relevant Teaching
- Grading for Equity
- Creating Effective and Positive Learning Environments

Classified Professional Development (July 31, 2024)

The CIS team will facilitate one, 1-hour session on Unconscious Bias.

II. TERMS OF AGREEMENT

This agreement will be in effect July 1, 2024 – July 31, 2024

III. COMPENSATION

TUSD will pay SJCOE/CIS a total of \$2950 for the following professional learning services:

- Buy Back Day July 30, 2024: \$750 each for three half-day, customized sessions, including preparation time and travel (\$2250).
- Classified PD July 31, 2024: \$700 each for one one-hour session, including preparation time and travel (\$700).

Payment will be made upon receipt of invoice and no later than August 31, 2024.

IV. 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 Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims which may result from this agreement.
- B. SJCOE agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits,

unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No

SAN JOAQUIN COUNTY OFFICE OF EDUCATION TRACY UNIFIED SCHOOL DISTRICT

Sally Glusing, Director I
Continuous Improvement and Support, SJCOE

Date

Erin Quintana, Director
Tracy Unified School District

Date

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

Date

Tania Salinas, Associate Superintendent
Business Services
Tracy Unified School District

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 8, 2024
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2024-2025 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting families, school, 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 Tracy High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This 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 A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2024-2025 School Year.

Prepared by: Mr. Jon Waggle, Principal, Tracy High School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: 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.

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 (8) [] HOURS [X] DAYS, under the terms of this agreement at the following location Zoom/Tracy 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 \$ 14,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 14,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [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 August 27, 2024, and shall terminate on October 15, 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, Jon Waggle, at (209) 830-3360 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

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Jon Waggle, School Principal
From: Gabriela Rios, Executive Director
Date: April 22, 2024

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **Tracy High 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) ____
Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.
- C. **Virtual and Hybrid Services:** For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

Session Dates:

August 27, 2024 - October 15, 2024

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

- D. 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.
- E. 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 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 **Tracy High School** under the terms and conditions noted.

Jon Waggle, 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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 17, 2024
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hoffman, Jenny Assistant Principal	WMS	06/30/2024	Accepted Position
Zamudio, Diana Administrative Secretary to the Associate Sup. Of HR	DEC	7/19/2024	Accepted Position

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Herrington, Ann Counselor	SHS	06/07/2024	Retirement

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cabral, Erika Education Specialist	MVMS	06/30/2024	Accepted Position
Ferrell, Abigail Teacher	WHS	06/30/2024	Personal
Keating, Erick Teacher	WHS	05/10/2024	Deceased
Murray, Owen Teacher	WHS	06/30/2024	Personal
Soberanes, Sally Teacher Librarian	JES/WMS	06/30/2024	Accepted Position

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Aguirre, Marianna Teacher	WHS	05/31/2024	Retirement
Mello, Debbie Teacher	JAC	07/31/2024	Retirement

BACKGROUND:**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pel, Phalla Food Service Worker	BES	5/31/2024	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Arreola Salcido, Ramon Para Educator I	WMS	5/31/2024	Personal

Cabanova Chapman, Lourdes Para Educator I	NES	6/7/2024	Personal
Dorn, Claudia Special Education Para Educator	CES	5/31/2024	Personal
Faaborg, Charity Food Service Worker II	WMS	5/13/2024	Accepted Position
Gossett, Anthony ISET Technician Level III	ISET	5/31/2024	Personal
Hicks, Lauren Para Educator I	MVMS	5/31/2024	Personal
Kaur, Harpreet Food Service Worker	WHS	7/15/2024	Personal
Leval, Isabell Special Education Para Educator	WHS	5/31/2024	Personal
Morales, Maira School Supervision Assistant	JES	5/31/2024	Personal

BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Albright, Ashley Pep Squad Assistant	KHS	2/23/24	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: May 17, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Cabral, Erika

Jacobson Elementary School
Assistant Principal (Replacement)
LME Range 51, Step A - \$122,209.00
Fund: 80% General, 20% Expanded Learn. Opp.

Hoffman, Jenny

Williams Middle School
Principal (Replacement)
LME Range 54, Step E - \$168,297.00
Fund: 80% General, 20% Expanded Learn. Opp.

Soberanes, Sally

DEC/Educational Services
Coordinator of Instructional Media Services and
Curriculum (Replacement)
LME Range 49, Step A - \$132,498.00
Fund: 75% General, 25% Targeted SES

Paulino, Yoenci

DEC/Special Education
Speech Language Pathologist (Replacement)
LMP Range 8, Step C - \$107,583.00
Fund: Special Education

Zamudio, Diana

DEC/Educational Services
Administrative Secretary to the Associate Sup. Of
Educational Services (Replacement)
LMH Range 14, Step E - \$42.49 per hour
Fund: General

BACKGROUND:

Canalita, Tina

Montalvo, Sherry

Nelson, Brittany

CERTIFICATED

Central Elementary School
SDC TK-2 ESN Autism (New)
"A" Class VI, Step 2 - \$65,609.00
Fund: Special Education

Central Elementary School
5th Grade (Replacement)
"A" Class I, Step 1 - \$62,197.00
Fund: IASA-Title I Bas Grnts Low Inc.

George Kelly Elementary School
6th Grade (Replacement)
"A" Class I, Step 1 - \$62,197.00
Fund: General

BACKGROUND:

Cabrera-Gamboa, Angel

Cortez-Perez, Karolina

Faaborg, Charity

Hart, Alicia

Kodela, Swapnika

Kutti, Priya

CLASSIFIED

Utility Person III (Replacement)
Grounds Team 1/MOT
Range 38, Step B - \$26.87 per hour
Fund: 25% Ongoing and Major Maintenance
25% General Fund
50% Home to School Transportation

Special Education Para Educator (Replacement)
Central Elementary School
Range 27, Step B - \$20.77 per hour
Fund: Special Education

Food Services Technician (Replacement)
DEC/Food Services
Range 36, Step C - \$26.87 per hour
Fund: Child Nutrition Program

Special Education Para Educator (New)
Hirsch Elementary
Range 27, Step C - \$21.81 per hour
Fund: Special Education

Special Education Para Educator (New)
Hirsch Preschool
Range 27, Step B - \$20.77 per hour
Fund: Special Education

Special Education Para Educator (Replacement)
Monte Vista Middle School
Range 27, Step C - \$21.81 per hour
Fund: Special Education

Galdamez, Mara

School Supervision Assistant (Replacement)
North Elementary School
Range 21, Step B - \$18.13 per hour
Fund: General

Syvanthong, Bobby

School Supervision Assistant (New)
Monte Vista Middle School
Rang 21, Step B - \$18.13 per hour
Fund: General

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 6, 2024
RE: Approve Fieldwork Agreement with University of Massachusetts Global

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 the University of Massachusetts Global and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from July 1, 2024, through July 1, 2029.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Teaching, School Counseling and School Psychology positions. This agenda item meets strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Fieldwork Agreement with University of Massachusetts Global.

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



University of
Massachusetts
Global A private
nonprofit affiliate

TRADITIONAL CLINICAL PRACTICE AGREEMENT

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☒

SCHOOL COUNSELING

☒

EDUCATION ADMINISTRATION

☐

EARLY CHILDHOOD EDUCATION

☐

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of certificate of clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees. The UNIVERSITY shall provide and maintain liability as listed in Exhibit A for their Site Supervisors.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Attn: Antonia Velasco
Phone: 209-830-3260 ext. 1301

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 07/01/2024 and shall continue in full force and effect through 07/01/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: Tammy Jalique
 Title: Assoc. Supt. for HR
 Date: _____

UNIVERSITY: Signature: _____
 Name: Dr. David Andrews
 Title: Chancellor & CEO
 Date: _____

Appendix A
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Cooperating Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the COOPERATING TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Payment for Supervisors at Fieldwork Site for Early Childhood Education
Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ for the supervising professional stipend per eight (8) week session of observation. Requires a total of 60 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through University of Massachusetts Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
- f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Personal and career assessments
- b. Personal counseling experience in either an individual or group context
- c. Experience in School-based programs serving parents and family members
- d. Observing classroom instruction
- e. Attending district and school-based meetings
- f. Mapping school-based community resources
- g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
- h. Participating in professional development activities.
- i. Participating in individual or group supervision.
- j. Learning about and using technology and information systems.
- k. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to

attend professional development experiences or professional association meetings.

Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

1. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
 2. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).
-
- J. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
 - K. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
 - L. Provide experiences with a diverse student population.
 - M. Provide experiences with a variety of educational programs.
 - N. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

O. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
- P. Learning about Individual differences and student diversity.

Q. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

R. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.

S. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

T. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

U. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.

V. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.

B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at

least one written evaluation of the student's performance near the end of each university session.

- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
 - a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
 - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
 - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
 - a. support the candidate's ability to complete the CalAPA;
 - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
 - d. create a learning culture that supports all students;
 - e. understand and reflect socioeconomic and cultural diversity;
 - f. support the candidate to access data, work with other educators, and observe teaching practice; and
 - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.

Early Childhood Education Fieldwork:

- A. During the initial meeting with the school site employed supervisor, the candidate and the University Supervisor will collaborate to complete the Orientation Checklist and Fieldwork Plan. The Orientation Checklist will review fieldwork requirements and expectations. The Plan addresses the dates and times when the candidate will visit the practicum classroom, the candidate's goals for practicum, and the plan for increased responsibility.
- B. A minimum number of 60 hours of fieldwork is required for this course. At each visit, the candidate will spend no fewer than three (3) hours in the classroom. To document the hours spent engaged in fieldwork, the candidate must use a Fieldwork Log. The Fieldwork Log documents the dates and times spent engaged in specific activities. The school site employed supervisor will initial and sign the log to verify the candidate is in the classroom.
- C. Candidates must teach and reflect upon a minimum of three (3) lessons that will be observed by the University Supervisor. The exact number of lessons a candidate teaches is left to the school site employed supervisor's discretion. The practicum is based on gradual release of responsibility and needs to be individualized for each candidate while meeting course requirements. The candidate will plan foundations-based lessons that are developmentally, culturally and linguistically appropriate. Candidates are required to submit these plans to the school site employed supervisor prior to implementation.
- D. University may request use of video capture (GoReact) for candidate reflection.
- E. The candidate will adhere to the following professional standards:
 - a. Except in cases of serious illness and approved excused absence the candidate will attend as per the schedule established at the initial meeting with the Supervising Professional.
 - b. The candidate will personally contact the Supervising Professional and the University Supervisor in advance to obtain permission for absences.
 - c. In cases of a one-day illness, the candidate must provide immediate notice to the site, Supervising Professional, and University Supervisor.

- d. The candidate will be punctual for all professional obligations including arrival at the site and other extra-curricular functions.
- e. The candidate will always dress professionally. This may include following any additional requirements set by the Supervising Professional or site.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 6, 2024
RE: Approve Paid Internship Agreement with University of Massachusetts Global

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 school counseling and school psychology positions within the district. A contract between the University of Massachusetts Global and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from July 1, 2024, through July 1, 2029.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for School Counseling and School Psychology positions. This agenda item meets strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Paid Internship Agreement with University of Massachusetts Global.

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



SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised internship programs in which your District will be participating with University of Massachusetts Global.

SINGLE SUBJECT

☐

SCHOOL PSYCHOLOGY

☒

MULTIPLE SUBJECTS

☐

SCHOOL COUNSELING

☒

SPECIAL EDUCATION

☐

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork. For intern teachers, this includes the minimum number of preservice hours required by the CTC for issuance of the Intern Credential.
- B. Each Intern shall apply for the Internship Credential through the Teacher Accreditation Department at University of Massachusetts Global, upon verification of employment from the School District.
- C. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- D. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- E. The UNIVERSITY shall provide and maintain liability as listed in Exhibit A for their Site Supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.

- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of University of Massachusetts Global while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Attn: Antonia Velasco
Phone: 209-830-3260 ext. 1301

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated

by the non-defaulting party.

- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 07/01/2024 and shall continue in full force and effect through 07/01/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: _____

 Title: _____

 Date: _____

UNIVERSITY: Signature: _____

 Name: Dr. David Andrews

 Title: Chancellor & CEO

 Date: _____

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

Intern Teachers:

- A. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least **one academic year**, subject to the District's personnel policies and State law(s).
- B. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at University of Massachusetts Global.
- C. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.
- D. Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Intern Teachers

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.
- iii. The DISTRICT shall select mentor teachers who meet the following qualifications:
 - 1. valid corresponding Clear or Life credential in a subject area comparable to that of the intern's subject area,
 - 2. three years successful teaching experience, and
 - 3. the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

- iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.
- v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.
- vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.
- vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training. Experienced mentors may be eligible to waive up to 8 hours of this training based on prior experience and professional development.
- viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.
- ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.
- x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.
- xi. University may request use of video capture for candidate supervision, reflection, and CAL TPA completion to reflect to the extent possible Intern's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards. School Site shall inform Teacher Education Credential Interns of video recording policies in place for the CAL TPA task video capture requirement.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities

after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.

ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).

iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.

iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a

professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
- f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Personal and career assessments
- b. Personal counseling experience in either an individual or group context
- c. Experience in School-based programs serving parents and family members
- d. Observing classroom instruction
- e. Attending district and school-based meetings
- f. Mapping school-based community resources
- g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
- h. Participating in professional development activities.
- i. Participating in individual or group supervision.
- j. Learning about and using technology and information systems.
- k. Learning about Individual differences and student diversity.

E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.

F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.

G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.

H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.

I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. **Specific Supervision Requirements School Psychology Fieldwork:**

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship,

and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

- A. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
- B. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
- C. Provide experiences with a diverse student population.
- D. Provide experiences with a variety of educational programs.
- E. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.²
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.³
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as(a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.
- F. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.

- f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- A. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
 - B. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
 - C. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
 - D. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
 - E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
 - F. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 16, 2024
RE: Approve Paid Internship Agreement with United States University

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 school counseling and school psychology positions within the district. A contract between the United States University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from May 29, 2024, and remain renewable annually unless otherwise terminated by either party.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for School Counseling and School Psychology positions. This agenda item meets strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Paid Internship Agreement with United States University.

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



MEMORANDUM OF UNDERSTANDING AND AGREEMENT
TO PROVIDE TEACHING INTERNS

This Memorandum of Understanding and Agreement to provide Teaching Interns ("Agreement"), is entered into this **May 29, 2024** by and between the United States University ("University") and 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 Commission on Teacher Credentialing as a teacher education institution to provide teaching experience to students enrolled in the teacher training curricula of such institutions; and

WHEREAS University is approved by the Commission on Teacher Credentialing as a teacher education institution;
and

WHEREAS it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement does not exceed the actual cost to District of the services rendered by District.

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. Teacher Internship - District shall employ USU interns placed in District in full-time or half-time paid positions as classroom teachers during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of the District and the District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise. "Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of the District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.
- B. District may, for good cause, refuse to accept for supervised education teaching internships, any student at University assigned to teach or counsel in District, and upon request of District, made for a good cause, University shall terminate the assignment of any student at University to teach in District.
- C. District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from the Department of Justice and Federal Bureau of Investigation. The district shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 49406 to University students to provide evidence of a negative tuberculosis test performed within 60 days of their start date.
- D. The assignment of a student at United States University to teach in the District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to the District, and the University student is accepted by the assigned district site administrator.



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- E. If offered an intern position, the employer is required to confirm the position meets the requirements for enrollment in the two-year intern program. Additionally, employers must confirm knowledge of the following California Commission on Teacher Credentialing requirements:
- Intern is employed in a public school or public charter. Interns cannot enroll if employed with a private school.
 - Intern will be employed as the teacher of record in an assignment that aligns with the credential being pursued and teaching a minimum of .5 FTE in a face-to-face instructional setting with the same group of students on a daily or weekly basis.
 - The intern cannot be used as a substitute during the non-contract time.
 - Assign a qualified, like-credentialed, district coach and veteran team of educators to support the intern a minimum of five hours per week with an additional 45 hours of support per year specifically for the English Learner Authorization.
 - Support the required completion of the edTPA Teaching Performance Assessment which includes video submissions from the classroom where students must be present.

II. UNIVERSITY RESPONSIBILITIES

- A. The assignment of a University student to teach in the schools or classes of the District shall be at the discretion of the university and shall be for a maximum period of two academic years. University may give students more than one assignment to work on in such schools or classes.
- B. University agrees that University students working as teaching interns within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.
- C. No intern salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.
- D. United States University in partnership with employing districts shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners pursuant to California Code of Regulations §80033.
- E. Before assigning students to the District, the University shall instruct such students on applicable state and federal law relating to unlawful discrimination, sexual harassment, and mandated reporting of child abuse.
- F. United States University personnel, including University Supervisors, engage in remote supervision via video conferencing. Please note that USU faculty and personnel will not be physically present at the intern's worksite.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students, and agents harmless from and against all liability, loss, expense (including reasonable attorney's 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, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

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:



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- 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 the contract as additional insured.
- Workers' Compensation coverage with statutory limits; and
- Employer's Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement. Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

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 agree to decide whether to attempt to 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.

VII. GENERAL PROVISIONS

- Term of Agreement. The term of this Agreement shall commence on the signature date at the bottom of the memorandum and shall be renewable annually unless otherwise terminated by either party.
- 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 experience within District until the student has completed his or her assignment, except at the election of University.
- Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing and signed by both parties.
- Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.
- 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.
- Confidentiality. Both parties shall protect the confidentiality of each other's 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.
- 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:

United States University
Dean, College of Education
404 Camino Del Rio South
San Diego, Ca 92108



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- H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.
- I. 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.
- J. Each intern certificate will be valid for two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students or for four years if the intern is participating in a district intern program leading to the achievement of both multiple subjects or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

United States University

Tracy Unified School District

By: 

Name (Signature)

Dr. Kelly Bragg

Name (Print)

Office of Educational Placements and Partnerships

Title

5/8/2024

Date

By: _____

Name (Print)

Title

Date



MOU Addendum A
Internship Professional Development Plan

Credential Area: Multiple Subject

In collaboration with the district, the following professional development plan is provided and agreed to by the College of Education at United States University.

I. Evaluations

- a. The intern will be evaluated twice per term by the University Supervisor (employed by USU) and the Site Supervisor (employed by the district).
- b. An annual evaluation will be provided by the principal/designee as determined by my district placement.

II. Coursework

- a. United States University will provide the following coursework to each Multiple Subject Intern
 - i. Preservice Courses for ALL Interns
 1. Term 1
EDU 504 – Introduction to Special Education
EDU 525 – English Language Development Strategies for English Language Learners
 - ii. Core Courses & Practicum for ALL Multiple Subject Interns
 2. Term 2
EDU 510 Introduction to Classroom Instruction
INT 501 Internship Supervision and Support 1
 3. Term 3
EDU 503 Foundations of Education
INT 502 Internship Supervision and Support II
 4. Term 4
EDU 534 Curriculum & Instruction I
INT 503 Internship Supervision and Support III
 5. Term 5
EDU 535 Curriculum & Instruction II
INT 504 Internship Supervision and Support IV
 6. Term 6
EDU 536 Language Arts & Reading K-6
EDU 501 Affirming and Valuing Diversity



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iii. MAT Courses – for interns who choose this option.

7. Term 7

EDU 698 Educational Research in Action

EDU 699 MAT Capstone

iv. Bilingual Courses – if the intern is in a bilingual classroom (Spanish Only)

8. Term 8

EDU 522 First and Second Language Acquisition

EDU 580 Bilingualism, Biliteracy, and Immersion

9. Term 9

EDU 581 Spanish Language Methods

III. Preservice Training

a. All interns participate in a 120-clock hour pre-service training at USU before they are granted their intern credential. The training is in the form of 2 courses that have virtual field experience embedded in them. The training covers: General pedagogy including classroom management and planning; Reading/language arts; Subject-specific pedagogy; Human development, and Specific content regarding the teaching of English Learners. These are covered in the following courses during the following term:

i. Term 1

EDU 504 – Introduction to Special Education

EDU 525 – English Language Development Strategies for English Language Learners

ii. United States University will make sure that the following documents are on file before the intern leaves “Pre-Service” status:

1. Undergraduate degree from a regionally accredited institution
2. Passing CBEST scores
3. Passing CSET scores
4. CPR Certification
5. Negative TB Skin Test or Xray
6. CA/US History/Constitution Course or Exam
7. Covid vaccination card or waiver
8. Intern Job Offer from a Public School District

IV. Special Education

a. United States University will provide training in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities by requiring all Multiple Subject students to complete the following course as a Pre-Service requirement for interning:

i. Term 1

EDU 504 – Introduction to Special Education



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V. Bilingual Education

- a. For interns in a bilingual classroom, the University will ensure the intern has completed Spanish CSET 3-5 BEFORE they begin interning in a classroom.
- b. The university will provide the following coursework to interns in a bilingual classroom, during the following terms:
 - i. Term 8
EDU 522 First and Second Language Acquisition
EDU 580 Bilingualism, Biliteracy, and Immersion
 - ii. Term 9
EDU 581 Spanish Language Methods

VI. District/Site Professional Development Opportunities

- a. The district/site shall provide the intern with a list of professional development opportunities available to them for the length of their internship.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

United States University

Tracy Unified School District

By: _____

Name (Signature)

By: _____

Dr. Kelly Bragg

Name (Print)

Name (Print)

Office of Educational Placements and Partnerships

Title

Title

May 8, 2024

Date

Date



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 28, 2024
SUBJECT: Adopt Resolution 23-16 Authorizing Settlement of Insurance Claims

BACKGROUND: The insurance advisor for Tracy Unified School District, William Assad, along with claims management services provided by Keenan & Associates, have recommended the appointment of an authorized agent of the District to expedite the payment of small insurance claims and minimize adverse disclosure. The proposed limit for settling small insurance claims is \$25,000.00.

Tania Salinas has assumed the role of Associate Superintendent of Business Services and is now responsible for overseeing matters related to District insurance in collaboration with the District's insurance advisor and claims management services.

RATIONAL: This update is necessitated by recent changes in personnel positions. Tania Salinas will now serve as the District's authorized agent for settling insurance claims. Approval from the school board is required to formalize this change in signature authority.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution 23-16 Authorizing Settlement of Insurance Claims.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 23-16
Authorizing Settlement of Insurance Claims**

WHEREAS, the insurance advisor for the Tracy Unified School District, William Assad, and claims management services, Keenan & Associates, have recommended that in order to expedite the payment of small insurance claims and to minimize adverse disclosure, an authorized agent of the District should be appointed to settle small insurance claims with the limit of twenty-five thousand dollars and no cents (\$25,000.00) and,

WHEREAS, Tania Salinas, Associate Superintendent for Business Services for Tracy Unified School District, serves as manager and is responsible for administering matters involving District insurance in consultation with the District's insurance advisor and claims management services.

NOW, THEREFORE BE IT RESOLVED, that Tania Salinas, Assistant Superintendent for Business Services, be and hereby authorized as agent for this District in settlement of small insurance claims and is empowered, authorized and directed to settle and or reject small insurance claims with a limit of twenty-five thousand dollars and no cents (\$25,000.00), on behalf of the District, replacing Dr. Robert Pecot as the District's authorized agent, and

BE IT FURTHER RESOLVED, that a copy of this resolution, duly certified by the Clerk of the Board of Trustees and containing the signature of said authorized agent, be sent to William Assad, District Insurance Advisor.

PASSED AND ADOPTED this 28th day of May, 2024, by the Board of Trustees of the Tracy Unified School District 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 17, 2024
SUBJECT: **Adopt New Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion (Second 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 New Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion. (Second 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,

Business and Non-Instruction

Advertising and Promotion

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.

Business and Non-Instruction

Advertising and Promotion

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

Business and Non-Instruction

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.

Business and Non-Instruction

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: May 15, 2024
SUBJECT: Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second 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 (TUSD) 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: Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second Reading).

Prepared by: Brandy Campbell, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: May 15, 2024
SUBJECT: Approve Revised Board Policy and Administrative Regulation 1330
Community Rental of School District Facilities (First Reading)

BACKGROUND: Existing Board Policy and Administrative Regulation related to Community Rental of School District Facilities are no longer current due to recent changes to school and community facility use rentals at the state and federal level.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 1330 Community Rental of School District Facilities to reflect inflation costs, updated laws and language pertaining to school and community facility use rentals.

FUNDING: There is no cost.

RECOMMENDATION: Approve Revised Board Policy and Administrative Regulation 1330 Community Rental of School District Facilities (First Reading).

Prepared by: Anthony Flores, Director of Maintenance, Operations and Transportation.

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

~~Tracy Unified School District recognizes that its facilities are public buildings available to the community for rental when school is not in session. Therefore, pursuant to— Education Code, Sections 10900-10914.5 and 38130-38138, the Tracy Unified School District shall make facilities under its jurisdiction available as a civic center to citizen and community groups under the terms and conditions established in Administrative Regulations.~~

~~Members of our community must submit a Facility Use Application to the district office as a request to rent a school or district facility. Facility Use Applications must be submitted at least 30 days in advance for review. Insurance requirements must be met for the district to consider a Facility Use Application. The district may charge renters a fee to recover the costs of related staff time, utility costs, wear and tear of the facilities, etc.~~

The Governing Board believes that school facilities and grounds are a vital community resource which should be used to foster community involvement and development. Therefore, the Board authorizes the use of school facilities by district residents and community groups for purposes specified in the Civic Center Act, to the extent that such use does not interfere with school activities or other school-related uses.

The Superintendent or designee shall give priority to school-related activities in the use of school facilities and grounds. Other uses authorized under the Civic Center Act shall be on a first-come, first-served basis.

For the effective management and control of school facilities and grounds, the Superintendent or designee shall maintain procedures and regulations that:
(Education Code 38133)

- 1. Aid, encourage, and assist groups desiring to use school facilities for approved activities**
- 2. Preserve order in school facilities and on school grounds and protect school facilities, including the designation of a person to supervise this task, if necessary**
- 3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of schoolwork.**

Subject to prior approval by the Board, the Superintendent or designee may grant the use of school facilities or grounds on those days on which district schools are closed. (Education Code 37220)

There shall be no advertising on school facilities and grounds except as specified in Board Policy 1325 - Advertising and Promotion.

Fees

The Board shall adopt a comprehensive schedule of fees to be charged for community use of school facilities and grounds, including, but not limited to, the multipurpose room(s), playing or athletic field(s), track and field venue(s), tennis court(s), and outdoor basketball court(s). The schedule of fees shall be prepared in accordance with 5 CCR 14037-14041. (5 CCR 14041)

Additionally, when any use of school facilities or grounds is for religious services, the district shall charge an amount at least equal to the district's direct costs. (Education Code 38134)

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Calculating Direct Costs

Direct costs to be charged for community use of each, or each type of, school facility or grounds shall be calculated in accordance with 5 CCR 14038 and may reflect the community's proportionate share of the following costs: (Education Code 38134; 5 CCR 14038-14041)

- 1. Capital direct costs calculated in accordance with 5 CCR 14039, including the estimated costs of maintenance, repair, restoration, and refurbishment of non-classroom space school facilities or grounds**
- 2. Operational direct costs calculated in accordance with 5 CCR 14040, including estimated costs of supplies, utilities, janitorial services, other services performed by district employees and/or contracted workers, and salaries and benefits paid to district employees directly associated with the administration of the Civic Center Act to operate and maintain school facilities and grounds**

Direct cost fees shall not be discounted to any group or organization except when the discount is specifically authorized in the adopted fee schedule. (5 CCR 14041)

Expending Funds Collected as Capital Direct Costs

Any funds collected as capital direct costs shall be deposited into a special fund to be used only for capital maintenance, repair, restoration, and refurbishment of school facilities and grounds. (5 CCR 14042)

Use of School Facility as Polling Place

The Board may authorize the use of school buildings as polling places, or vote

centers for election day. The Board may also authorize the use of school buildings, without cost, for the storage of voting machines and other vote-tabulating devices. However, if a city or county elections official specifically requests the use of a school building as a polling place, or vote center on election day and/or during the 10 days preceding election day, as well as during key dates necessary for drop-off, set-up, and pick-up of election materials, as determined by the elections official, the Board shall allow its use for such purpose. If school will be in session, the Superintendent or designee shall identify to elections officials the specific areas of the school buildings not occupied by school activities that will be allowed for use as a polling place or vote center. (Elections Code 12283)

When a school is used as a polling place or vote center, the Superintendent or designee shall provide the elections official a site with an adequate amount of space that will allow the precinct board to perform its duties in a manner that will not impede, interfere, or interrupt the normal process of voting and shall make a telephone line for Internet access available for use by local elections officials if so requested. The Superintendent or designee shall make a reasonable effort to ensure that the site is accessible to persons with disabilities. (Elections Code 12283)

The Superintendent or designee shall establish procedures to ensure student safety and minimize disruptions whenever school is in session while the facilities are being used as a polling place or vote center.

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
5 CCR 14037-14042	Proportionate direct costs for use of school facilities and grounds
Bus. Code 25608	<u>Alcohol on school property; use in connection with instruction</u>
Ed. Code 10900-10914.5	<u>Community recreation programs</u>
Ed. Code 32280-32289.5	<u>School safety plans</u>
Ed. Code 37220	<u>School holidays</u>
Ed. Code 38130-38138	<u>Civic Center Act; use of school property for public purposes</u>
Ed. Code 51860	<u>Time and facilities for bicycle and scooter safety instruction</u>
Elec. Code 12283	<u>Polling places: schools</u>
Gov. Code 54950-54963	<u>The Ralph M. Brown Act</u>
M&V Code 1800	<u>Definitions</u>
Federal	Description
20 USC 7905	Equal access to public school facilities

40 CFR 141.1-141.723

Management Resources

Attorney General Opinion

Attorney General Opinion

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

CSBA Publication

CSBA Publication

Website

Website

Website

Cross References

Code

0410

0450

0450

1000

1160

1230

1230

1325

1330.1

1400

3280

3280

Drinking water standards

Description

79 Ops.Cal.Atty.Gen. 248 (1996)

82 Ops.Cal.Atty.Gen. 90 (1999)

Ellis v. Board of Education (1945) 27 Cal.2d 322

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

ACLU v. Board of Education of Los Angeles (1961) 55 Cal.2d 167

Cole v. Richardson (1972) 405 U.S. 676

Connell v. Higgenbotham (1971) 403 U.S. 207

Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009

Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010

CSBA District and County Office of Education Legal Services

California Department of Education

CSBA

Description

Nondiscrimination In District Programs And Activities

Comprehensive Safety Plan

Comprehensive Safety Plan

Concepts And Roles

Political Processes

School-Connected Organizations

School-Connected Organizations

Advertising And Promotion

Joint Use Agreements

Relations Between Other Governmental Agencies And The Schools

Sale Or Lease Of District-Owned Real Property

Sale Or Lease Of District-Owned Real Property

3513.3	<u>Tobacco-Free Schools</u>
3513.3	<u>Tobacco-Free Schools</u>
3513.4	<u>Drug And Alcohol Free Schools</u>
3515.2	<u>Disruptions</u>
3515.2	<u>Disruptions</u>
3515.21	<u>Unmanned Aircraft Systems (Drones)</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3516	<u>Emergencies And Disaster Preparedness Plan</u>
3530	<u>Risk Management/Insurance</u>
3530	<u>Risk Management/Insurance</u>
4119.25	<u>Political Activities Of Employees</u>
4119.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4219.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
4319.25	<u>Political Activities Of Employees</u>
5148	<u>Child Care And Development</u>
5148	<u>Child Care And Development</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
5148.3	<u>Preschool/Early Childhood Education</u>
5148.3	<u>Preschool/Early Childhood Education</u>
6111	<u>School Calendar</u>
6115	<u>Ceremonies And Observances</u>
6115	<u>Ceremonies And Observances</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6141.2	<u>Recognition Of Religious Beliefs And Customs</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
7160	<u>Charter School Facilities</u>
7160	<u>Charter School Facilities</u>

Legal References:EDUCATION CODE:~~10900-10914.5~~ Community Recreation Programs~~38130-38138~~ Civic Center Act: use of school property for public purposesHEALTH AND SAFETY CODE~~104420~~ Implementation of tobacco use prevention program**~~ADOPTED: October 26, 2004~~**

~~<https://staff.tusd.net/sites/boardpol/Shared Documents/1000 COMMUNITY RELATIONS/1330 BP Facility Use.doc>~~



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Adopt Revised Board Policy 6020 Parent Involvement and Acknowledge Administrative Regulation 6020 Parent Involvement (First Reading)

BACKGROUND: Existing Board Policies and Administrative Regulations related to Elementary and Secondary Schools Act (ESSA), Title I Parent Involvement are no longer current due to recent changes in language and requirements at both the State and Federal levels.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 6020 - Parent Involvement to reflect updated laws and language pertaining to ESSA, and to also reflect and ensure that new State and Federal requirements to incorporate Parent Involvement requirements into the District Local Control Accountability Plan (LCAP) are complied with.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Revised Board Policy 6020 Parent Involvement and Acknowledge Administrative Regulation 6020 Parent Involvement (First Reading).

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

PARENT INVOLVEMENT

The Governing Board recognizes that parents/guardians are their children's first and most influential teachers and that sustained parent involvement in the education of their children contributes greatly to student achievement and a positive school environment. The Superintendent or designee shall work with staff, parents/guardians **and family members** to **jointly develop and agree upon policies and strategies to meaningfully involve parents/guardians and family members** in District and school activities ~~opportunities~~ at all grade levels; ~~for parents/guardians to be involved in district and school activities~~ advisory, decision-making, and advocacy roles; and activities to support learning at home.

Parents/guardians shall be notified of their rights to be informed about, and to participate in, their children's education and of the opportunities available to them to do so.

The District's Local Control and Accountability Plan (LCAP) shall include goals and strategies for parent/guardian involvement and family engagement, including District efforts to seek parent/guardian input in District and school site decision making and to promote parent/guardian participation in programs for English learners, foster youth, students in transitional housing, students eligible for free and reduced-price meals, and students with disabilities. (Education Code 42238.02, 52060)

The Superintendent or designee shall regularly evaluate and report to the Board on the effectiveness of the District's parent ~~involvement~~ **engagement** efforts, including, but not limited to, input from parents/guardians and school staff on the adequacy of parent ~~involvement~~ **engagement** opportunities and barriers that may inhibit parent/guardian participation.

Title I Schools

Each year the Superintendent or designee shall identify specific objectives of the District's parent ~~engagement involvement~~ program for schools that receive Title I funding. ~~He/she~~ **The Superintendent or designee** shall ensure that parents/guardians **and family members** are consulted and participate in the planning, design, implementation, and evaluation of the parent ~~involvement~~ **engagement** program. (Education Code 11503)

The Superintendent or designee shall ensure that the District's parent ~~engagement involvement~~ strategies are jointly developed with and agreed upon by parents/guardians of students participating in Title I programs. Those strategies shall establish expectations for parent ~~engagement involvement~~ and describe how the District will carry out each activity listed in 20 USC 6318.

The Superintendent or designee shall consult with parents/guardians of participating students in the planning, ~~and implementation, and evaluation~~ of parent involvement programs, activities, **procedures** and regulations. ~~He/she~~ **The Superintendent or designee** also shall involve parents/guardians of participating students in decisions regarding how the District's Title I funds will be allotted for parent/**guardian and family engagement** ~~involvement~~ activities. (20 USC 6318)

PARENT INVOLVEMENT

Expenditures of such funds shall be consistent with the activities specified in this policy and shall include at least one of the following: (20 USC 6318)

- 1. Support for schools and nonprofit organizations in providing professional development for District and school staff regarding parent/guardian and family engagement strategies, which may be provided jointly to teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, early childhood educators, and parents/guardians and family members**
- 2. Support for programs that reach parents/guardians and family members at home, in the community, and at school**
- 3. Dissemination of information on best practices focused on parent/guardian and family engagement, especially best practices for increasing the engagement of economically disadvantaged parents/guardians and family members**
- 4. Collaboration, or the provision of subgrants to schools to enable collaboration, with community-based or other organizations or employers with a record of success in improving and increasing parent/guardian and family engagement**
- 5. Any other activities and strategies that the District determines are appropriate and consistent with this policy**

If the District also receives funds under Federal Title IV, Part E, to coordinate and enhance family engagement programs, the Superintendent or designee shall inform parents/guardians and organizations of the existence of Title IV. (20 USC 6318)

The District's Board policy and administrative regulation containing parent/guardian and family engagement strategies shall be incorporated into the District's LCAP in accordance with 20 USC 6312. (20 USC 6318)

The Superintendent or designee shall ensure that each school receiving Title I funds develops a school-level parent involvement policy in accordance with 20 USC 6318.

District and school-level parent/guardian and family engagement policies and administrative regulations shall be distributed to parents/guardians of students participating in Title I programs and shall be available to the local community. Parents/guardians shall be notified of the policy in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

PARENT INVOLVEMENT

Non-Title I Schools

The Superintendent or designee shall develop and implement strategies applicable to each school that does not receive Federal Title I funds to encourage the involvement and support of parents/guardians in the education of their children, including, but not limited to, strategies describing how the District and schools will address the purposes and goals described in Education Code 11502. (Education Code 11504)

District-Level Strategies for Title I Schools

To ensure that parents/guardians of students participating in Title I programs are provided with opportunities to be involved in their children's education, the Superintendent or designee shall:

1. Involve parents/guardians **and family members** of participating students in the joint development of the **District's** Title I, Local Educational Agency (LEA) plan and Local Control Accountability Plan (LCAP) pursuant to 20 USC 6312 and the process of school review, **support** and improvement **plans** pursuant to 20 USC 6311 (20 USC 6318)

The Superintendent or designee ~~shall~~ **may**:

- a. **In accordance with Education Code 52063, establish a District-level parent advisory committee and, as applicable, an English learner parent advisory committee to review and comment on the District's Local Control and Accountability Plan (LCAP) in accordance with the review schedule established by the Governing Board**
 - b. Invite input on the LEA plan and LCAP from other District committees and School Site Councils (SSCs)
 - c. Communicate with parents/guardians through the District newsletter, web site, or other methods regarding the LEA plan and LCAP and the opportunity to provide input
 - d. Provide copies of working drafts of the LEA plan and LCAP to parents/guardians in an understandable and uniform format and, to the extent practicable, in a language the parents/guardians can understand
 - e. Ensure that school-level policies on parent involvement address the role of school site councils and other parents/guardians as appropriate in the development and review of school plans
 - f. **Ensure that there is an opportunity at a public Board meeting for public comment on the Plans prior to the Board's approval of the Plans or revisions to the Plans**
2. Provide coordination, technical assistance, and other support necessary to assist **and build the capacity of** Title I schools in planning and implementing effective parent/guardian **and family engagement** ~~involvement~~ activities to improve student academic achievement and school performance, **which may include meaningful consultation with employers, business leaders, and philanthropic organizations or individuals with expertise in effectively engaging parents/guardians and family members in education** (20 USC 6318)

The Superintendent or designee shall ~~may~~:

- a. Assign person(s) in the District office to serve as a liaison to the schools regarding Title I parent/**guardian and family involvement engagement** issues
- b. **Identify funding and other resources, including community resources and services, that may be used to strengthen District and school parent/guardian and family engagement programs**
- c. Provide training for the principal or designee of each participating school regarding Title I requirements for parent/**guardian and family involvement engagement**, leadership strategies, and communication skills to assist in facilitating the planning and implementation of parent ~~involvement engagement~~ activities
- d. **With the assistance of parents/guardians, provide information and training to teachers and other staff regarding effective parent/guardian engagement practices and legal requirements**
- e. Provide information to schools about the indicators and assessment tools that will be used to monitor **student** progress

3. ~~Build the capacity of schools and parents/guardians for strong parent involvement~~ **To the extent feasible and appropriate, coordinate and integrate Title I parent/guardian and family engagement strategies with parent/guardian and family engagement strategies of other relevant Federal, State and local programs and ensure consistency with Federal, State and local laws. (20 USC 6318)**

The Superintendent or designee shall ~~may~~:

- a. ~~Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children~~ **Identify overlapping or similar program requirements**
- b. ~~Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent involvement~~ **Involve District and school site representatives from other programs to assist in identifying specific population needs**
- c. ~~Educate teachers, principals, and school office staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate~~

~~parent/guardian programs, and build ties between parents/guardians and the schools~~ **Schedule joint meetings with representatives from related programs and share data and information across programs**

- d. **Develop a cohesive, coordinated plan focused on student needs and shared goals**
- e. To the extent feasible and appropriate, coordinate and integrate parent ~~involvement~~ **engagement** programs and activities with Head Start, First 5 Preschool, Parents as Teachers Program, public preschools, and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in more fully participating in their children's education
- f. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- g. Provide other such reasonable support for parent ~~involvement~~ **engagement** activities as parents/guardians may request

In addition, the Superintendent or designee may:

- a. Pay reasonable and necessary expenses associated with parent involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- b. Train parents/guardians to enhance the involvement of other parents/guardians
- c. Arrange school meetings and conferences at a variety of times for parents/guardians and teachers or other educators who work directly with participating students
- d. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families
- e. Provide a master calendar of district activities and District meetings
- f. Provide information about opportunities for parent ~~involvement~~ **engagement** through the District newsletter, web site, or other written or electronic means
- g. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions

- h. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed
- i. Provide training and information to members of District and school site councils and advisory committees to help them fulfill their functions
- j. Regularly evaluate the effectiveness of staff development activities related to parent involvement

~~4. Coordinate and integrate Title I parent involvement strategies with Head Start, First~~

~~5~~

~~Preschool, Parents as Teachers Program, public preschool, and other programs (20 USC 6318)~~

~~The Superintendent or designee may:~~

- ~~a. Involve district and school site representatives from other programs to assist in identifying specific population needs~~
- ~~b. Develop a cohesive, coordinated plan focused on student needs and shared goals~~

4. Conduct, with **meaningful** involvement of parents/guardians **and family members**, an annual evaluation of the content and effectiveness of the **parent/guardian and family involvement engagement** policy in improving the academic quality of the schools served by Title I, **and which include the following**, including the identification of: (20 USC 6318)

- a. Ensure that the evaluation includes the identification of barriers to greater participation in parent ~~involvement~~ **engagement** activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background (20 USC 6318)
- b. Use the evaluation results to design strategies for more effective parent ~~involvement~~ **engagement** and, if necessary, to recommend changes in the parent involvement policy (20 USC 6318)
- c. Assess the District's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request (Education Code 11503)
- d. **Strategies to support successful school and family interactions**

The Superintendent or designee may:

- a. Use a variety of methods, such as focus groups, surveys, and workshops, to evaluate the satisfaction of parents/guardians and staff with the quality and frequency of District communications
- b. Gather and monitor data regarding the number of parents/guardians **and family members** participating in District activities and the types of activities in which they are engaged
- c. **Recommend to the Board measures to evaluate the impact of the District's parent/guardian and family engagement efforts on student achievement**

5. Involve parents/guardians in the activities of schools served by Title I (20 USC 6318)

The Superintendent or designee may:

- a. Include information about school activities in District communications to parents/guardians
- b. To the extent practicable, assist schools with translation services or other accommodations needed to encourage participation of parents/guardians with special needs
- c. Establish processes to encourage parent/guardian input regarding their expectations and concerns for their children

The District's Board policy and administrative regulation containing parent involvement strategies shall be incorporated into the LEA plan and distributed to parents/guardians of students participating in Title I programs. (20 USC 6318)

School-Level Strategies and Policies for Title I Schools

At each school receiving Title I funds, a written policy on parent/**guardian and family engagement** ~~involvement~~ shall be developed jointly with and agreed upon by parents/guardians **and family members** of participating students. Such policy shall describe the means by which the school will: (20 USC 6318)

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, childcare, and/or home visits may be provided as such services relate to parent/**guardian** involvement

3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/**guardian and family engagement involvement** policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314.

The school may use an existing process (i.e. School Site Council) for involving parents/guardians in the joint planning and design of the school's programs provided that the process includes adequate representation of parents/guardians of participating students.

4. Provide the parents/guardians of participating students all of the following:
- a. Timely information about Title I Programs
 - b. A description and explanation of the school's curriculum, forms of academic assessment used to measure student progress, and the ~~proficiency~~ **achievement** levels ~~students are expected to meet of State academic standards and local assessments~~
 - c. If requested by parents/guardians, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions related to their children's education, and, as soon as practicably possible, responses to the suggestions of parents/guardians
5. If the schoolwide program plan is not satisfactory to the parents/guardians of participating students, submit any parent/guardian comments when the school makes the plan available to the District
6. Jointly develop with the parents/guardians of participating students a school-parent compact that outlines how parents/guardians, the entire school staff, and students will share responsibility for improved student academic achievement and the means by which the school and parents/guardians will build a partnership to help students achieve State standards

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the State's student academic achievement standards
- b. Ways in which parents/guardians will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television viewing; volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time

c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:

- (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
- (2) Frequent reports to parents/guardians on their children's progress
- (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
- (4) **Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that the family members can understand**

7. ~~Build the capacity of the school and parents/guardians for strong parent involvement by implementing the activities described in items #3a-f in the section "District Strategies for Title I Schools" above.~~ **Promote the effective involvement of parents/guardians and support a partnership among the school, parents/guardians, and the community to improve student achievement through the following actions:**

- a. **Assist parents/guardians in understanding such topics as the state academic standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children**
- b. **Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement**
- c. **With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools**
- d. **To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education**

- e. **Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand**
- f. **Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request**

In addition, the school plan may include strategies to:

- a. **Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training**
- b. **Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training**
- c. **Pay reasonable and necessary expenses associated with parent/guardian engagement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions**
- d. **Train parents/guardians to enhance the involvement of other parents/guardians**
- e. **Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation**
- f. **Adopt and implement model approaches to improving parent/guardian involvement**
- g. **Establish a parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs**
- h. **Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities**
- i. **Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families**
- j. **Provide a master calendar of district/school activities and meetings**

- k. **Provide information about opportunities for parent/guardian and family engagement through the District newsletter, web site, or other written or electronic means**
- l. **Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions**
- m. **To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed**
- n. **Provide training and information to members of District and school site councils and advisory committees to help them fulfill their functions**
- o. **Provide ongoing workshops to assist school site staff, parents/guardians and family members in planning and implementing improvement strategies, and seek their input in developing the workshops**
- p. **Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement**
- q. **Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations**

8. To the extent practicable, provide full opportunities for the **informed** participation of parents/guardians **and family members** with limited English proficiency, parents/guardians with disabilities, and parents/guardians of migrant children, including providing information and school reports required under 20 USC 6311(h) in a format and language such parents/guardians can understand.

If the school has a parent involvement policy that applies to all parents/guardians, it may amend that policy to meet the above requirements. (20 USC 6318).

Each school's parent/**guardian and family engagement involvement** policy shall be made available to the local community and distributed to parents/guardians of participating students in an understandable and uniform format and, to the extent practicable, provided in a language the parents/guardians can understand. (20 USC 6318)

Each school receiving Title I funds shall annually evaluate the effectiveness of its parent/**guardian and family engagement involvement** policy. Such evaluation may be conducted during the process of reviewing the school's Single Plan for Student Achievement (SPSA) in accordance with Education Code 64001.

The principal or designee, jointly with parents/guardians of participating students, shall periodically update the school's policy to meet the changing needs of parents/guardians and the school. (20 USC 6318)

District and School Strategies for Non-Title I Schools

For each school that does not receive Federal Title I funds, the Superintendent or designee shall, at a minimum:

1. Engage parents/guardians **and family members** positively in their children's education by ~~helping them develop skills to use at home that support providing assistance and training on topics such as State academic standards and assessments to increase parent/guardian knowledge and skills to use at home to support~~ their children's academic efforts at school, and their children's development as responsible members of society (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide or make referrals to literacy training and/or parent education programs designed to improve the skills of parents/guardians and enhance their ability to support their children's education
 - b. Provide information, in parent handbooks and through other appropriate means, regarding academic expectations and resources to assist with the subject matter
 - c. Provide parents/guardians with information about students' class assignments and homework assignments
2. Inform parents/guardians that they can directly affect the success of their children's learning, by providing them with techniques and strategies that they may use to improve their children's academic success and to assist their children in learning at home (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an effective study environment **for their children** at home and to encourage good study habits
 - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
 - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
3. Build consistent and effective **two-way** communication between the home and school so that parents/guardians **and family members** may know when and how

to assist their children in support of classroom learning activities (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Ensure that teachers provide frequent reports to parents/guardians on their children's progress and hold parent-teacher conferences at least once per year with parents/guardians of elementary school students
 - b. Provide opportunities for parents/guardians to observe classroom activities and to volunteer in their child's classroom
 - c. **Provide information about parent/guardian and family engagement opportunities through District, school, and/or class newsletters, the District's website and other written or electronic communications**
 - d. To the extent practicable, provide notices and information to parents/guardians in a format and language they can understand
 - e. Develop mechanisms to encourage parent/guardian input on District and school issues
 - f. Identify barriers to parent/guardian **and family** participation in school activities, including parents/guardians **and family members** who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background
 - g. Encourage greater parent/guardian participation by adjusting meeting schedules to accommodate parent/guardian needs and, to the extent practicable, by providing translation or interpreter services, transportation, and/or child care
4. Train teachers, ~~and~~ administrators, **specialized instructional support personnel, and other staff** to communicate effectively with parents/guardians as equal partners (Education Code 11502, 11504)

The Superintendent or designee may:

- a. Provide staff development to assist staff in strengthening two-way communications with parents/guardians, including parents/guardians who have limited English proficiency or limited literacy
 - b. **Invite input from parents/guardians regarding the content of staff development activities pertaining to home-school communications**
5. Integrate **and coordinate** parent/guardian **and family engagement** ~~involvement~~ programs **and activities** into school plans for academic accountability, **and into the District LCAP**

The Superintendent or designee may:

- a. Include parent/**guardian and family engagement** ~~involvement~~ strategies in **Single Plan for School Achievements (SPSAs) School Plan, and in school reform or school improvement initiatives**
 - b. Involve parents/guardians **and family members** in school planning processes
-



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Adopt Revised Board Policy 6190 Evaluation of the Instructional Program
(First Reading)

BACKGROUND: Existing Board Policies and Administrative Regulations related to State and Federal compliance are no longer current due to recent changes in language.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6190 – Evaluation of the Instructional Program, to reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 6190 Evaluation of the Instructional Program (First Reading).

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

EVALUATION OF THE INSTRUCTIONAL PROGRAM

The Governing Board recognizes that it is accountable to the students, parents/guardians and community for ~~conducting a continual evaluation of the curriculum and the instructional program~~ **the effectiveness of the District's educational program in meeting District goals for student learning.** The Superintendent or designee shall **conduct a continual evaluation of the curriculum and the instructional program in order to identify strategies for improving student achievement.**

The Superintendent or designee shall review the effectiveness of District programs in meeting desired outcomes. ~~He/she~~ **The Superintendent or designee** shall provide the Board and the community **with regular reports on student achievement.** ~~progress toward Board-established standards of expected achievement at each grade level in each area of study~~ **These reports shall include data for each District school and for each numerically significant student group, as defined in Education Code 52052, including, but not limited to, school and subgroup performance on Statewide achievement indicators and progress towards goals specified in the District's Local Control and Accountability Plan (LCAP).**

Based on these evaluations, the Board shall take appropriate actions to maintain the effectiveness of programs and, as needed, to improve the quality of education that District students receive.

Program Quality Reviews

The Superintendent or designee shall ensure that program quality reviews for the District schools are conducted in accordance with law. Findings from the program quality review shall be consulted during Board evaluations of the instructional program and shall guide on-going efforts to improve the quality of curriculum and instruction at each school.

Coordinated Compliance Reviews

The Superintendent or designee shall cooperate with the California Department of Education in the conduct of coordinated compliance reviews to ensure that all District categorical programs comply with Federal and State laws and regulations. The Superintendent or designee shall notify the Board of the results of these reviews.

EVALUATION OF THE INSTRUCTIONAL PROGRAM

Criteria for Evaluation of Consolidated Programs Annual Evaluation of Consolidated Application Programs

~~The Board and the Superintendent or designee shall conduct annual evaluations to determine whether supplemental services provided by consolidated programs are effective and supportive of the core curriculum. As a basis for this evaluation, the Superintendent or designee shall recommend specific, measurable criteria which shall be used at each school site and at the district level to evaluate student achievement and the effectiveness of each consolidated program. If desired, each school may establish additional criteria beyond these district wide ones. This evaluation shall be part of the School Plan submitted annually to the Board.~~ **annually determine whether the District's categorical programs funded through the State's consolidated application are effective in meeting the needs of the students they are intended to serve. As a basis for this evaluation, the Superintendent or designee shall recommend for Board approval the specific, measurable criteria that shall be used at each school and at the District level. These criteria may include, but are not necessarily limited to, the progress of all students participating in the program and of each numerically significant subgroup toward goals contained in the District's LCAP, the school's Single Plan for Student Achievement (SPSA), and/or other applicable District or school plans.**

Western Association of Schools and Colleges (WASC) Accreditation

The Board believes that accreditation by the Western Association of Schools and Colleges (WASC) can foster excellence and ongoing academic improvement in the district's schools. The results of the accreditation process also may demonstrate to parents/guardians and the community that the schools are meeting their goals and objectives and the WASC criteria for school effectiveness through a viable instructional program.

The Superintendent or designee shall undertake procedures whereby the District's schools may achieve and maintain full WASC accreditation status. The schools shall conduct a self-study in accordance with WASC requirements, cooperate with the WASC committee during a site visit, and develop and review action plans to increase the effectiveness of the instructional program for students. The Superintendent or designee shall regularly report to the Board on the status of District schools and any WASC recommendations for school improvement.

Not later than 60 days after receiving the results of an inspection of a school by WASC or any other accrediting agency, the Superintendent or designee shall notify parents/guardians in writing of the inspection results and/or shall post the information on the district's or school's web site. (Education Code 35178.4)

EVALUATION OF THE INSTRUCTIONAL PROGRAM

If any district school loses its accreditation status, the Board shall give official notice at a regularly scheduled Board meeting. The Superintendent or designee shall provide written notification to each parent/guardian of a student in the school that the school has lost its accreditation status, including the potential consequences of the loss of accreditation status. This notice shall also be posted on the district's web site and the school's web site.
(Education Code 35178.4)

Legal Reference:

State	Description
5 CCR 3930-3937	Compliance plans
5 CCR 3942	Continuity of funding
Ed. Code 33400-33407	<u>California Department of Education evaluation of District programs</u>
Ed. Code 35178.4	<u>Notice of accreditation status</u>
Ed. Code 41975-41976.1	<u>Adult education; authorized classes and courses</u>
Ed. Code 44662	<u>Evaluation of certificated employees</u>
Ed. Code 48985	<u>Notices to parents in language other than English</u>
Ed. Code 51041	<u>Evaluation of the educational program</u>
Ed. Code 51226	<u>Model curriculum standards</u>
Ed. Code 52052	<u>Accountability; numerically significant student subgroups</u>
Ed. Code 52060-52077	<u>Local control and accountability plan</u>
Ed. Code 62005.5	<u>Failure to comply with purposes of funds</u>
Ed. Code 64000-64001	<u>Consolidated application process</u>
Federal	Description
20 USC 6311	State plan



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 14, 2024
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: In compliance with Board Policy 6161.1, adoption committee teachers for new and/or revised courses have 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*	Baigana	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: Approve Adoption of Instructional Materials.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Approve Revised Board Policy 6141 Curriculum Development and Evaluation
(First Reading)

BACKGROUND: Existing Board Policies related to Curriculum Development and Evaluation are no longer current.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6141 – Curriculum Development and Evaluation, to reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 6141 Curriculum Development and Evaluation (First Reading).

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

CURRICULUM DEVELOPMENT AND EVALUATION

The Governing Board accepts responsibility for establishing and supporting what students will learn. The Board shall adopt a **research-based, sequential curriculum that promotes high levels of student achievement and emphasizes the development of basic skills, problem solving, and decision making.** Upon recommendation of the Superintendent or designee, the Board shall adopt a written district curriculum which describes, for each subject area and grade level, **the content objectives which are to be taught in all district schools.** ~~district curriculum which reflects district philosophy, responds to student needs and abilities, and is consistent with the adopted state frameworks and requirements of law. Insofar as possible, this curriculum shall also reflect the desires of the community and the needs of society as a whole.~~

The district's curriculum shall be aligned with the district's vision and goals for student learning, Board policies, academic content standards, state curriculum frameworks, state and district assessments, graduation requirements, school and district improvement plans, and, when necessary, related legal requirements.

~~The Superintendent or designee shall establish a Board accepts responsibility for ensuring that the process for of curriculum development, selection, and/or adaptation which utilizes the professional expertise of teachers, principals, and district administrators representing various grade levels, disciplines, special programs, and categories of students as appropriate. The process also may provide opportunities for input from students, parents/guardians, representatives from local businesses, and postsecondary institutions, and other community members. implementation, and evaluation is the top priority for the district. This process is recognized as an ongoing one, routinely supported by planned allocations of resources and staff time.~~

The selection and evaluation of instructional materials shall be coordinated with the curriculum development and evaluation process.

~~The Board shall establish a curriculum review cycle for evaluating the curriculum with the state model curriculum standards, adopted state frameworks, and student achievement data.~~

~~The Superintendent or designee shall establish procedures which ensure that the curriculum development process includes input from teachers, administrators, and community representing a variety of grade levels, disciplines, schools, special programs and categories of students. The selection of curriculum materials and assessments shall be aligned with district curricular standards.~~

When presenting a recommended curriculum for adoption, the Superintendent or designee shall provide research, data, or other evidence demonstrating the proven effectiveness of the proposed curriculum. He/she also shall present information about the resources that would be necessary to successfully implement the curriculum and describe any modifications or supplementary services that would be needed to make the curriculum accessible to all students.

The Board shall establish a review cycle for regularly evaluating the district's curriculum in order to ensure continued alignment with state and district goals for student achievement. At a minimum, these reviews shall be conducted whenever the State Board of Education

adopts new or revised content standards or the curriculum framework for a particular subject or when new law requires a change or addition to the curriculum.

In addition, the Board may require a review of the curriculum in one or more subject areas as needed in response to student assessment results; feedback from teachers, administrators, or parent/guardians; new research on program effectiveness; or changing student needs.

~~The Superintendent or designee shall keep the Board informed about instructional effectiveness and student achievement in each area of the curriculum. The Superintendent or designee shall facilitate the Board's efforts to discuss its curriculum review process with district staff and community.~~

Legal Reference:

EDUCATION CODE

40	Equal opportunity without regard to sex
35160	Authority of governing boards
35160.1	Broad authority of school districts
51050-51057	Enforcement's of courses of study
51200-51263	Required courses of study, especially
51225.3	Requirements for high school graduation
51500-51551	Prohibited instruction
51720-51879	Authorized classes and courses of instruction
52000-52049	Improvement of education
52060-52065	American Indian early childhood education program
52160-52178	Bilingual-Bicultural Act

**CURRICULUM DEVELOPMENT AND
EVALUATION (Continued)**

52200-52212	Mentally gifted and talented pupil program
52300-52414	Vocational education
54000-54041	Programs for disadvantaged youth
54100-54145	Miller-Unruh Act of 1965
56000-56865	Special education programs

GOVERNMENT CODE

3543.2	Scope of representation
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CODE OF REGULATIONS, TITLE 5

4000-4091	School improvement programs
4300-4320	Bilingual education programs
4400-4426	Improvement of education

Management Resources:

CDE PROGRAM ADVISORIES

1123.87	Curriculum Review, Improvement and implementation, CIL:87/8-9
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Approve Revised Board Policy 6146.1 High School Graduation Requirements/
Standards of Proficiency (First Reading)

BACKGROUND: Existing Board Policies related to High School Graduation Requirements/
Standards of Proficiency are no longer current.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update
current Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency, to
reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 6146.1 High School Graduation
Requirements/Standards of Proficiency (First Reading).

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 14, 2024
RE: Approve a Declaration for a Provisional Internship Permit

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Nansi Khalil, Bohn Elementary, TK
Brittany Nelson; George Kelly School; Multiple Subject

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 15, 2024
SUBJECT: Acknowledge Revised Administrative Regulation 4112.4, 4212.4, and 4312.4 Health Examinations and Abolish Board Policy 4112.4 and 4212.4 (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 Health Examinations regulations, we have created an all-personnel Administrative Regulation (4112.4, 4212.4, 4312.4). 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. CSBA does not have a Board Policy for Health Examinations. The new Administrative Regulation (4112.4, 4212.4, 4312.4) covers all CSBA changes and eliminates the need for Board Policy 4112.4 and 4212.4.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4112.4, 4212.4, and 4312.4 Health Examinations and Abolish Board Policy 4112.4 and 4212.4 (First Reading).

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

HEALTH EXAMINATIONS

A. Purpose and Scope

To provide guidance and direction for new and continuing employees to comply with all the health examination requirements of California law.

B. General

The Superintendent or designee shall ensure that new and continuing employees comply with health examination requirements of California law.

C. Forms Used and Additional References

- Medical Examination Form
- TB Clearance (from Doctor)

D. Procedure

New Employees

1. ~~No person shall be initially employed unless he/she has placed on file with the District a certificate from a physician licensed under the Business and Professions Code indicating that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406)~~
- ~~Persons transferring from another District may fulfill tuberculosis examination requirements in either of the following ways: (Education Code 49406)~~
 - a. ~~by producing a certificate showing that the employee was examined within the last four years and found free of active tuberculosis, or~~
 - b. ~~by having the last employing school verify that it has on file a current certificate which contains that showing.~~

~~HEALTH EXAMINATIONS (continued)~~

~~2. When a new employee in a position requiring certification has not previously been employed in such a position in California, he/she must have a medical certificate on file with the District. The certificate will state that the employee is free from any disabling disease which would render him/her unfit to instruct or associate with children. The certificate form may be obtained from the Human Resources office. It must be filled out by a licensed physician and returned to the Human Resources office. The medical examination referred to in the certificate must have been conducted within six months of the time when the certificate is filed. (Education Code 44839)~~

~~— The cost of pre-employment examinations shall be borne by the applicant. (Education Code 44839, 45122, 49406)~~

C. Procedure

Tuberculosis Tests

No applicant shall be initially employed by the district, or employed under contract, in a classified or certificated position unless he/she has submitted to a tuberculosis risk assessment within the past 60 days and, if tuberculosis risk factors are identified, has submitted to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the applicant shall obtain an x-ray of the lungs. At his/her discretion, an applicant may choose to submit to the examination instead of the risk assessment. (Education Code 49406)

Prior to employment by the district, an applicant shall submit a certificate from an authorized health provider stating that the applicant was assessed and/or examined and found to be free of infectious tuberculosis. (Education Code 49406)

An applicant who was previously employed in another school district or private or parochial school shall be deemed to have fulfilled the tuberculosis testing requirement if he/she produces a certificate showing that he/she was found to be free of infectious tuberculosis within 60 days of initial hire or if his/her previous employer verifies that it has a certificate on file showing that the applicant is free from infectious tuberculosis. (Education Code 49406)

Thereafter, each district employee who was found free of infectious tuberculosis shall undergo a tuberculosis risk assessment, and an examination whenever risk factors are identified, at least once every four years or more often when required by the Governing Board upon recommendation of the county health officer. However, once an employee has a documented positive test for tuberculosis infection followed by an x-ray, he/she shall no longer be required to submit to the tuberculosis risk assessment but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

The cost of the pre-employment tuberculosis risk assessment and/or examination shall be paid by the applicant, unless the Board has determined that the district will reimburse an applicant who is subsequently hired by the district. The district shall reimburse the employee for the cost, if any, of subsequent tuberculosis risk assessments and examinations. The district may provide for the risk assessment and examination or may establish a reasonable fee for the examination that is reimbursable to the employee. (Education Code 49406)

Whenever the district contracts for the transportation of students, the contract shall require that all drivers who will be transporting students complete the tuberculosis risk assessment and, if indicated, the examination for infectious tuberculosis within 60 days of initial hire. (Education Code 49406)

The following applicants or employees shall be exempted from the requirement to submit to a tuberculosis risk assessment and/or examination: (Education Code 49406)

1. An applicant/employee who files an affidavit stating that he/she adheres to the faith or teachings of a well-recognized religious sect, denomination, or organization and, in accordance with its creed, tenets, or principles, depends for healing upon prayer in the practice of religion and that, to the best of his/her knowledge and belief, he/she is free from infectious tuberculosis

Such an exemption shall be allowed only if the Board determines by resolution, after a hearing, that the health of students would not be jeopardized. If at any time there is probable cause to believe that the applicant/employee is afflicted with infectious tuberculosis, he/she may be excluded from service until the Board is satisfied that he/she is not afflicted.

2. A classified employee who is employed for less than a school year and whose functions do not require frequent or prolonged contact with students
3. A pregnant employee who has positive results on a tuberculosis skin test, in which case she shall be exempted from the requirement to follow up with an x-ray of the lungs for a period not to exceed 60 days after the end of the pregnancy
4. A private contracted driver who transports students infrequently without prolonged contact with students

~~When an employee's religious belief prevents him/her from undergoing a physical examination, the District shall follow provisions of Education Code 49406.~~

- ~~3. The Superintendent or designee may require that all new employees working in areas where the potential for exposure to hepatitis B is prevalent~~

~~be offered the hepatitis B vaccination at no cost to the employee. In the event that boosters are recommended in the future, these will be offered at no cost to the employee.~~

Continuing Employees

1. ~~Continuing employees who test negative on tuberculin skin tests shall undergo a tuberculosis examination at least once every four years. (Education Code 94406)~~

~~— Tuberculosis tests and other medical examinations required by the Superintendent or designee shall be administered by a physician licensed under the Business and Professions Code and shall be provided by the District or at District expense. (Education Code 44839, 45122, 49406)~~

2. ~~All substitute employees and school volunteers who test negative shall undergo an intradermal tuberculin test every four years. The cost of the examination shall be borne by the substitute employee or school volunteer.~~

All substitute employees and school volunteers who test negative shall be required to undergo a tuberculosis examination at least once every four years. The cost of the examination shall be borne by the substitute employee or school volunteer.

~~The Governing Board may require continuing employees, substitutes, and volunteers to undergo more frequent tuberculosis tests when warranted upon the recommendation of the local health officer.~~

3. ~~The Governing Board will offer continuing employees identified as individuals with high risk of exposure, the hepatitis B vaccination at no cost to the employee. In the event that boosters are recommended in the future, these will be offered at no cost to the employee.~~

Right to Refuse Hepatitis B vaccination

~~If an employee refuses to be vaccinated the OSHA standard requires the employer to obtain from the employee a signed informed refusal form that states the following:~~

~~I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this~~

~~time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.~~

Health Certificates for Food Service Personnel

~~All food service personnel who cook, serve or handle food are required to obtain a health certificate before being assigned to work in any kitchen or cafeteria in the district. If a disease is suspected, subject to local ordinance, a blood test may be required. Periodic health examinations may be required.~~

Examination of Certificated Employees for Disabling Diseases

To fill a certificated position with an applicant who has not previously been employed in a certificated position in California, or with a retirant who has not been employed as a retirant, the district shall have on file a medical certification indicating that the applicant or retirant is free from any disabling disease which would render him/her unfit to instruct or associate with children. (Education Code 44839, 44839.5)

The certificate shall be completed and submitted directly to the district by an authorized health care provider. The medical examination referenced in the certificate must have been conducted within six months of the date that the certificate is filed. (Education Code 44839, 44839.5; 5 CCR 5503)

Applicants and retirants shall pay for the cost of obtaining the medical certification. (Education Code 44849, 44839.5)

Certificated employees and/or retirants shall be required to periodically undergo, at district expense, a medical examination pursuant to Education Code 44839 or 44839.5 to determine that they are free from any communicable disease making them unfit to instruct or associate with children. (Education Code 44839, 44839.5)

Mental Examination for Certificated Employees

Whenever the Board is considering the suspension or transfer of a certificated employee based on its reasonable belief that the employee is suffering from mental illness of such a degree as to render him/her incompetent to perform his/her duties, the employee shall be offered the opportunity of being examined by a three-member panel of psychiatrists and psychologists in accordance with Education Code 44942. The employee shall select the members of the panel from a list of psychiatrists and psychologists provided by the district. The examination shall be conducted, at district expense, within 15 days of the ordered suspension or transfer. The employee shall submit to the examination, but shall also be entitled to present a report of any psychiatrist, psychologist, or physician of his/her own choice. (Education Code 44942)

Acknowledged: 1/28/97

Revised: 8/11/98

Human Resources – Certificated, Classified, Management

AR 4112.4

AR 4212.4

AR 4312.4

E. Reports Required

———None

F. Record Retention

———Medical information maintained in the employee's personnel file.

D. Responsible Administrative Unit

Human Resources

E. Approved By

Associate Superintendent for Human Resources

Legal reference:

EDUCATION CODE

44839	Medical certificated; periodic medical examination
44839.5	Requirements of employment of retirant
44932	Grounds for dismissal of permanent employees
44942	Suspension or transfer of certificated employee on ground of mental illness
45122	Physical examinations
49406	Examination for tuberculosis

CA CODE

5 CCR 5502	Filing of notice of physical examination for employment of retired person
5 CCR 5503	Physical examination for employment of retired persons
5 CCR 5504	Medical certification procedures

Acknowledged: 1/28/97

Revised: 8/11/98

Human Resources – Certificated, Classified, Management

AR 4112.4

AR 4212.4

AR 4312.4

HEALTH AND SAFETY CODE

121525 Private and parochial school employees; examination for tuberculosis



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 15, 2024
RE: Authorize the Declaration of Need for the 2024-2025 School Year

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the district's employment criteria as listed on the attached forms.

RATIONALE: Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the California Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the district change.

FUNDING: None.

RECOMMENDATION: Authorize the Declaration of Need for the 2024-2025 School Year.

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



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2024-2025

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 5 / 28 / 2024 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2025.

Submitted by (Superintendent, Board Secretary, or Designee):

Tammy Jalique Associate Superintendent for HR
Name Signature Title

209-830-3264 209-830-3260
Fax Number Telephone Number Date

1875 W Lowell Ave.
Mailing Address

tjalique@tusd.net
Email Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on N// / /, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, N/A.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>N/A</u>		
<i>Mailing Address</i>		
<u>N/A</u>		
<i>E-Mail Address</i>		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>12</u>
Bilingual Authorization (applicant already holds teaching credential)	<u>3</u>
List target language(s) for bilingual authorization: <u>Spanish</u>	
Resource Specialist	<u>12</u>
Teacher Librarian Services	<u>2</u>
Emergency Transitional Kindergarten (ETK)	<u>5</u>

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	41
Special Education	5
TOTAL	49

Authorizations for Single Subject Limited Assignment Permits

SUBJECT	ESTIMATED NUMBER NEEDED	SUBJECT	ESTIMATED NUMBER NEEDED
Agriculture	2	Mathematics	3
Art	3	Music	1
Business	1	Physical Education	5
Dance	1	Science: Biological Sciences	3
English	2	Science: Chemistry	2
Foundational-Level Math	2	Science: Geoscience	0
Foundational-Level Science	2	Science: Physics	3
Health	0	Social Science	3
Home Economics	1	Theater	1
Industrial & Technology Education	2	World Languages (specify) Spanish	4

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. TUSD has residency program focusing on recruiting SpEd teachers.

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 50

If yes, list each college or university with which you participate in an internship program.

Alliant Univ.; Biola Univ.; Cal State TEACH; CSU Chico, East Bay, Sacramento,

San Jose, Stanislaus; Grand Canyon; Teacher College of San Joaquin;

UMass Global; University of the Pacific, etc.

If no, explain why you do not participate in an internship program.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 17, 2024
SUBJECT: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2024-2025 School Year

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 2023-2024 school year.

RATIONALE: CSEA's sunshine proposal was presented at the April 9, 2024 board meeting (see attached). TUSD's sunshine proposal was initially presented at the May 14, 2024, board meeting (see attached).

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: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2024-2025 School Year.

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



California
School
Employees
Association

5375 West Lane
Stockton, CA 95210

(209) 472-2170
(800) 757-4229

www.csea.com

Adam Weinberger
Association President

Keith Pace
Executive Director

Member of the AFL-CIO

The nation's largest
independent classified
employee association



March 22, 2024

VIA EMAIL
rpecot@tUSD.net

Rob Pecot, Superintendent
Tracy Unified School District
1875 West Lowell Avenue
Tracy, CA 953769

RE: CSEA Initial Proposal– 2024-2027 Successor

Dear Superintendent Pecot:

Pursuant to Government Code Section 3547, the California School Employees Association and its Tracy Chapter #98 (CSEA) hereby presents its initial proposal for the 2024-2027 successor negotiations:

Article VIII: PAY AND ALLOWANCES

A. Effective July 1, 2024, CSEA proposes a fair and equitable increase to the salary schedule.

8.3 PAYROLL ERRORS

CSEA proposes updates and revisions necessary to comply with changes to the applicable laws and regulations

Article X: FRINGE BENEFITS

Effective July 1, 2024, CSEA proposes a fair and equitable increase to the District provided health benefit allowance.

Article XI: HOURS & OVERTIME

- CSEA proposes to clarify language regarding the assignment of Overtime.
- CSEA proposes a fair and equitable increase to the per hour Standby rate.

Article XLIV: DURATION AND PROCEDURE FOR MODIFYING THIS AGREEMENT

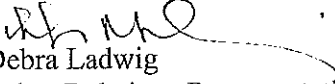
CSEA proposes a new three-year term July 1, 2024 through June 30, 2027 as well as to establish re-openers for 2025-2026 and 2026-2027.

Rob Pecot, Superintendent
March 22, 2024
Page 2 of 2

In order to comply with the public notice requirements, please present CSEA's initial proposal at the next scheduled District board meeting. CSEA is prepared to commence negotiations after the completion of the public notice provisions.

Sincerely,

CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION


Debra Ladwig
Labor Relations Representative

DL/mk

Cc: Michael Caulfield, Chapter President
Toni Thompson, Regional Representative 42
Rosemarie Lopes-Horn, Area Director E
Stacy Galaviz, *Interim* Field Director
098 file



TRACY

UNIFIED SCHOOL DISTRICT

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

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

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:

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 and Procedures For Modifying This Agreement.

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.

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

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

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 17, 2024
SUBJECT: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2024-2025 School Year and Submit it for Negotiations, Pending Public Input

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for reopener agreement contract negotiations for the 2024-2025 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: The District is requesting to open Article VI, Hours, and Article VII, Duties, as it's automatic reopeners. In addition to the automatic reopeners, they would like to include Article XIII, Salaries (Compensation) and Article XIV, Fringe Benefits.

The District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2024-2025 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

FUNDING: N/A

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2024-2025 School Year and submit it for Negotiations, Pending Public Input.

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



TRACY

UNIFIED SCHOOL DISTRICT

*"The future belongs
to the educated"*

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

Tania Salinas
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of Business Services
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1875 W. Lowell Ave.
Tracy, CA 95376

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

TO: Chris Munger, TEA President
Anthony Irizarry, TEA President Elect

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

DATE: May 17, 2024

SUBJECT: TUSD Sunshine Proposal for 2024-2025 negotiations.

In accordance with Article XL, Duration of and Procedure for Modifying This Agreement, of the Master Agreement between Tracy Unified School District (District) and the Tracy Educators' Association (TEA), the District hereby notifies TEA of its reopeners for 2024-2025 negotiations.

Article VI: Hours
Article VII: Duties

These are in addition to the automatic reopeners of:

Article XIII: Salaries (Compensation)
Article XIV: Fringe Benefits

Thank you.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 28, 2024
SUBJECT: Adopt Revisions to Board Policy 4161.3 Professional Leave (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 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 (Second 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. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 28, 2024
SUBJECT: Adopt Revisions to Board Policy 4261.3 Professional Leave (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 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 (Second 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