

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
SEPTEMBER 12, 2023

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

TUSD board meetings are held in person.

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

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

A G E N D A

- | | | |
|------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: None. | |
| 3.2 | Educational Services:
3.2.1 Finding of Facts: 23/24#01, 23/24#02, 23/24#03, 23/24#04, 23/24#05
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Early Graduation: TISCS#10324247, TISCS#10328602, TISCS#10354624, TISCS#10352284, TISCS#10323989, THS 10351153
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 PE Exemptions: THS#10357277
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 | Human Resources:
3.3.1 Consider Unpaid Leave of Absence for Classified Employee, #UC-457
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL-458, Pursuant to Article XXIII
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.4** Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 23/24#01, 23/24#02, 23/24#03, 23/24#04,
3.2.1 23/24#05

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

6b Report Out of Action Taken on Early Graduation: TISCS#10324247,
3.2.2 TISCS#10328602, TISCS# 10354624, TISCS#10352284, TISCS#10323989,
THS#10351153

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

6c Report Out of Action Taken on PE Exemptions: THS#10357277

3.2.3

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

6d Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.1 Employee, #UC- 457

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

6e Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee #UCL-458, Pursuant to Article XXIII

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

7. Approve Special Minutes of August 22, 2023

1-4

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain-2 (Hoffert, Kahlon)

Approve Regular Minutes of August 22, 2023

5-9

Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain-1 (Hoffert)

8. Student Representative Reports: None.

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

9.1 Recognize Dennis Lockard, Brianna Sena, Caitlyn DeBenedetti, and Aaron Simens for their Assistance with the Holocaust Survivor Presentation at Kimball High School

9.2 Jacobson Elementary School

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.

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

12. PUBLIC HEARING:

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

12.2 **Education Services:**

12.2.1 Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District 10

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

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

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

13.1 **Administrative & Business Services:**

13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 11-12

13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 13-14

13.1.3 Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodities Distribution Association 2024 Annual Conference in St. Louis, MO on April 21-25, 2024 15

13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year 16-17

13.1.5 Approve Revolving Cash Fund Reports (June & July 2023) 18-20

13.1.6 Approve Accounts Payable Warrants (July & July 2023) (Separate Cover) 21

13.1.7 Approve Payroll Reports (June & July 2023) 22-33

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 Grades K-3rd for the 2023-2024 School Year to George Kelly, Poet-Christian, and Wanda Hirsch Schools 34-40

13.2.2 Approve Out of State Travel for Director of Students Services to attend the 33rd Annual National Dropout Prevention Conference in Kissimmee, Florida October 15-18, 2023 41

13.2.3 Approve Travel for Bohn Teachers and Administrators to attend the California STEAM Symposium in Long Beach, CA on February 9-10, 2024 42

13.2.4 Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) for the 2023-2024 School Year 43-48

13.2.5 Ratify Contract Services Agreement between Faith In Action Community Education Services and George Kelly Elementary School for the 2023-2024 School Year 49-52

- 13.2.6 Approve Purchase for SCUTA for Monte Vista Middle School to Provide License for the 2023-2024 School Year 53-54
- 13.2.7 Ratify Agreement for Contract Services Between LCS-Training and Special Education for Training, Consultation, Analysis, and Support for the 2023-2024 School Year 55-58
- 13.2.8 Approve Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2023-2024 School Year 59-65
- 13.2.9 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at South/West Park School 2023-2024 School Year 66-70
- 13.2.10 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Tracy High School during the 2023-2024 School Year 71-76
- 13.2.11 Approve Contract for Services Agreement with Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School for the 2023-2024 School Year 77-82
- 13.2.12 Approve Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2023-2024 School Year 83-88

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 89-90
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 91-100

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

14.1 Administrative & Business Services:

- 14.1.1 Approve the Unaudited Statement of Receipts and Expenditures for the 2022-2023 Fiscal Year (Separate Cover) 101
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.2 Adopt Resolution No. 23-02 to Accept the Annual Developer Fee Report & Five-Year Findings for 2022-2023 Fiscal Year 102-117
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.3 Adopt Resolution No. 23-03 Recertifying the Appropriation "Gann" Limits for the 2022/23 School Year for Tracy Joint Unified School District (Separate Cover) 118-119
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.4 Adopt Villalovoz Elementary School ASB Constitution and By-Laws 120-123
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2 Educational Services:

- 14.2.1 Adopt Resolution # 23-01: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District 124-130
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3 Human Resources:

14.3.1 Adopt Revised Board Policy and Acknowledge Administrative Regulation 4144 and 4244 Complaints (First Reading) **131-139**

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

14.3.2 Approve a Declaration for a Provisional Internship Permit **140-141**

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

14.3.3 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers **142-143**

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

14.3.4 Acknowledge New Administrative Regulation 4157.2, 4257.2 and 4357.2 Ergonomics (First Reading) **144-146**

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

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

17.1 September 26, 2023

17.2 October 24, 2023

17.3 November 14, 2023

17.4 December 12, 2023

18. Upcoming Events:

18.1 October 9-13, 2023

No School, Fall Break

18.2 November 10, 2023

No School, Veteran's Day

18.3 November 20-25, 2023

No School, Thanksgiving Break

18.4 December 18-January 2, 2024

No School, Winter Break

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

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 22, 2023**

- 5:30 PM:** 1. President Abercrombie called the special meeting to order and adjourned to closed session.
- Roll Call:** 2. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, J. Silcox
Absent: Z. Hoffert.
Staff: R. Pecot, T. Jalique, T. Salinas, J. Stocking, S. Smith
- 5:35 PM** President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 3. No action taken.
4. Adjourn to Open Session
5. Call to Order and Pledge of Allegiance
- Audience:** Bobbie Etcheverry, Zach Boswell, Debra Schneider, Jason Noll, Mary Petty, Walter Gouveia, Merci Gouveia, Jacqui Nott
- Hearing of Delegations** 6. None.
- Action Items:** 7.1 **Administrative & Business Services:**
- 7.1.1 Conduct Interviews and Approve Provisional Appointment of Board Member for Unexpired Term
- Each member was asked the following three questions and given up to three minutes to respond to each.
- Question 1:** Please introduce yourself and explain why you are interested in this position.
- Question 2:** Please describe your work experience or background that has prepared you to serve as a board member for Tracy Unified.
- Question 3:** What are two of the most important issues the district is facing that are unique to our district? What recommendation would you make to address it?
- Candidate Scott Secker**
1. Scott Secker would like to make a difference. He has a unique skill set to offer the board, he is a parent, a teacher and a quasi-administrator. He knows the business of education. He also spent many years in the

private sector where he sat on many boards. He has experience with team building and public evaluations. He knows what is needed implementing programs with leadership and enthusiasm. There are many mandates that we must meet; addressing the disconnect between divergent groups, listening to parents, challenges today of declining enrollment, and the lack of teachers needs to be addressed. We want to make sure we do not lose track of the goal of creating lifelong learners and outstanding citizens. Now that he is retired, he has the time to really make a difference in the Tracy community.

2. As a board member, he would want to get involved and help where he can; critiquing and evaluating programs to ensure the goals we have, both short term and long term.
3. The lack of teachers is an area to be addressed. He likes the fact that TUSD is setting up workshops and trying to get to the people. There are other outreaches that can be made to find quality teachers for the long term. Listening to parents is another area to address. This is something we hear about in the news daily, and we need to communicate better with parents, inform what we are doing, what differences can be made, and what successes we have had as a school district.

Candidate Viridiana Gonzalez

1. Viridiana Gonzalez is a mother, wife, and future educator. Her reason to be on the board is her passion for her community and her students. She would like to offer her opinion and her voice. She hopes to be an asset to the make the community better.
2. She is college student at Delta College of Stockton. Here she went through the ASDC student elections and has learned policy and procedures, holding meetings similar to the district's board meetings.
3. One of the first is communication. There is a lot of trouble with communication between parents, administrators, and schools. Parents do not hear back. A lot of students do not want to attend school like they used to. She would propose getting more parents involved. Parents don't know how to get to the meetings and do not understand what is going on. Ideas include sending more flyers and adding additional paras to the classroom. Also doing an event to bring people here to get to know the board and administration. Reaching out to students is important and more mental health is needed. A lot of counselors are over worked. She understands the budget issue but thinks we can do it. We have a good community but a lot of them lack knowledge. She has a passion.

Candidate Navi Kahlon

1. Navi Kahlon is a Tracy community member and former student of TUSD. English was not her first language. She came from a low-income family and was an incredibly shy student. Now she is a successfully banker and a woman who has realized the American

dream. Her teachers and counselors have helped her become an effective bridge between cultures. She would like to empower Tracy's children to become leaders of tomorrow.

2. As a technology professional with intensive volunteer experience, she brings a unique set of skills. Her role is to assess gaps and innovate solutions. Through a STEM mindset, she can help prepare students for a technology driven world. Her volunteer work includes being a DARE board member and involvement with the United Sikhs and youth advisory. She has strong interpersonal skills and speaks four languages. Her diverse interactions and experiences can contribute to the growth of our schools.
3. Two issues the district is facing is addressing mental health and closing the achievement gap. Addressing mental health is linked to academics. Students are becoming more disengaged, and this is concerning to her. Students suffering from anxiety and depression have increased tremendously. Some schools do not have a counselor and where we do, the ratio is high. By prioritizing mental health, we can equip students with essential life skills. We can close the achievement gap. We have diverse students but also have a lot with special needs. We need more diversified para educators. We can work with local organizations, and she would like to be a liaison with the community to create more opportunities for our students.

Candidate Celina Johnson

1. Celina Johnson would like to join the board because she is a parent of a special child and has an older child that is in high school. She is currently an EL Aid in the district and would like to continue her education to have a better understanding and to be able to help her children and the community.
2. She has been a SPED Para for three years. Her youngest child motivates her to continue her education. She applied to be an aid. She has the knowledge to understand other parents and to help them out.
3. There is no parent communication. She knows what is sent home and is on websites, but there is no one and one with the parents. There is a lot to improve with communication so parents can know what is happening, so they can have more parent involvement, help teachers, and have a better community relationship with each other.

Candidate Ovester Armstrong

1. Dr. Ovester Armstrong Jr. is a clinical social worker for the US Department of Veteran Affairs. He is active with the community and would like to get involved with the school district. He has two master's degrees from the University of Chicago.
2. He spent three years serving on the library board in Illinois, he has been a pastor for the past ten years and sat on the governing board, not

just locally, but in other areas across the US. He was a Program Supervisor for drug abuse prevention and has experience developing boards, being a member of the board, and working with community partners, youths, and senior citizens.

3. He believes the district needs to be more diversified. Students need to be able to relate to someone that looks like them, not just in the classroom but in the office setting. It will enhance the wellbeing of the student. The board should be more visible in the community by becoming more involved in festivals and community meetings; being social and relatable so the community can have an opportunity to get to know the school board.

Action: Trustee Alexander recused herself from the vote as she has a family member that has applied for a seat on the board.

Trustee Fagin indicated his first choice as Navi Kahlon, second as Scott Secker.

Trustee Hawkin's first choice was Navi Kahlon, second Scott Secker.

Trustee Silcox chose Scott Secker as his first choice, second Navi Kahlon.

Trustee Abercrombie chose Navi Kahlon as his first choice, second Scott Secker.

Motion for Navi Kahlon. **Action:** Hawkins, Fagin

Vote: Yes-5; No-0; Abstain-1 (Alexander)

Superintendent, Dr. Pecot, administered the oath to Navi Kahlon.

Adjourn: 6:07

Clerk

Date

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 22, 2023**

- 6:40 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, J. Silcox, N. Kahlon
Absent: Z. Hoffert
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 Report Out of Action Taken on Reinstatements: AR#23-24/#03
3.2.1
Action: **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
6b Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Classified Employee #UC-456
Action: Board Approved. **Vote:** Yes-6; No-0; Absent-1 (Hoffert)
- Minutes:** 7. **Approve Regular Minutes of August 8, 2023.**
Action: Fagin, Silcox. **Vote:** Yes-5; No-0; Absent-1 (Hoffert); Abstain-1 (Kahlon)
- Audience:** Kaleigh Felisberto, Jason Noll, Bill Maslyar, Gary Henderson, Ramona Soto, Lauren Silcox, Chris Munger, Bob Brownne, Zach Boswell, Melinda Williams, Kimberly Jacobs
- Student Rep Reports:** 8.1 **Kimball High:** Kylie Woodall filled in for board representative, Harleen Kaur, while she is on travel study. Kimball began the first week of school with a senior sunrise first thing in the morning. They also had their first spirit week, which ended with a kickoff rally. They lost their first football game against Tracy High but had an amazing time. Tomorrow, leadership class is traveling to Mountain House High School to share ideas and collaborate. Other events include Kimball's back to school night tomorrow and Club Rush is happening during lunch this week so students can see what is available and sign up for clubs.
Alternative Education: Jeffery Moss shared they have welcomed their new Physics teacher, Dr. Hsu, and Ms. Coker as their full-time teacher at Duncan Russell. This week they have a Back to School Night on the 24th along with a staff and family dinner. Stein will have a Star Lab in October and they are beginning WIN Time. WIN stands for What I Need and includes tutoring, personal wellness, art, and even pickle ball. Stein has received a donation of stationary bicycles for their TYAP program, they have been enjoying the exercise. Stein is hosting their first volleyball tournament September 15th and would like to invite the board to come out and watch the game.

West High: Noah Watkins and Kaelyn Garcia started off the school year with West High's annual red carpet walk where they cheer on students as they arrive for the first day of school. The homecoming theme this year is Pixar; the Freshman float is based on the movie Coco, Sophomores are Finding Nemo, the juniors are doing Cars, and the Seniors are displaying Up. They are excited to share the floats with the community and have them on display homecoming day, September 15. West has had amazing performances each day in the quad for Club Rush Week, passing out otter pops, with more than 25 clubs attending. Their first football game is coming up this week, they plan to have music and snacks for the pre-game tail gate.

Tracy High: Olivia Orcutt is very excited to be back again as the ASB Board Representative and the THS students are excited to be back at school, especially their athletes. Football started their season with wins against Kimball, girls flag football has a game tonight against Mountain House, and the school is launching an esports program. This year, being introduced at Tracy High, is Bulldog Connect. This is something every second period class will be doing. An extra five minutes each day will be devoted to grade checks, motivational videos, and team bonding exercises. Over summer they held freshman orientation with Link Crew. Link Crew is a club of upper classman that helped lead the incoming freshman class. They held spirit week, followed by outside water rally, football game, and a dance to celebrate. Today was the start of Club Rush Week where students can promote their clubs to others and sign up for the clubs of their choice.

Recognition & Presentations:

9.1 Recognize Lauren Silcox for Being Named Tracy's Distinguished Young Woman 2024

Lauren Silcox was recently named Tracy's Distinguished Young Woman 2024 and will head to Bakersfield to compete for the title. The Distinguished Young Woman is part of a national scholarship program that promotes and rewards scholastics, leadership, and talent in young woman. Lauren listed Utah State or the University of Wyoming as her university preference and a career goal of becoming a flight nurse in the United States Air Force.

9.2 South West Park

Ramona Soto, Principal of South West Park Elementary School, along with Juan Lopez, Assistant Principal, were present to describe the focus of the school year for SWP. The first area of focus are the professional learning communities where they collaborate and analyze data on a regular basis. Here, they schedule the calendar of how often to meet and develop the norms of the group in the meetings. Another area of focus is social emotional learning. The teachers have different systems they use to have the students share their feelings; teachers can have conversations with them or refer them to counselors if needed. Second steps are the curriculum used. They incorporate their core values and bring in the concept of being a "bucket filler" as part of the social emotional learning. The book, How to Fill Your Bucket, was read as part of the classroom learning. Students participate in different activities with a focus on kindness and for students to collaborate and get to know each other. The third area of focus is on rigor, relevance, and relationships, where their theme is "life is art, live yours in color". They work hard at SWP but also have fun with a focus on thinking. During the site buy back day, they dedicated the entire time on their three areas of focus. They make sure all students are not just exposed to science but work as scientists to become creative thinkers.

Information & Discussion Items:	10.1 Administrative & Business Services: None.
Hearing of Delegations	11. Bill Maslyar, Principal of Kimball High School, addressed the board regarding last Friday nights football game between Kimball High School and Tracy High School. He came to apologize for the actions of the football team. As a young school, they have to work harder to establish themselves in the community. Their team and coach will learn from this incident and how their actions impact the community. He has gotten to know the coach and players over this year and they are good people.
Public Hearing:	12.1 Administrative & Business Services: None.
Consent Items:	<p>13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified. Action: Fagin, Silcox Vote: Yes-6; No-0; Absent-1 (Hoffert)</p> <p>13.1 Administrative & Business Services:</p> <p>13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</p> <p>13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District</p> <p>13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year</p> <p>13.2 Educational Services:</p> <p>13.2.1 Approve Out of State STEM Conference, Solution Tree Mathematics in a PLC at Work Summit, in Las Vegas, Nevada, for one Monte Vista Administrator and seven Monte Vista teachers for December 11-13, 2023</p> <p>13.2.2 Approve Purchase for SCUTA for Poet-Christian School, North School and Art Freiler School to provide License for the 2023-2024 School Year</p> <p>13.2.3 Updated Teacher Data Tables for all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2021-22 School Year</p> <p>13.2.4 Revised Overnight Travel for Kimball High School Varsity Football Team and Coaches to Attend the Moorpark High School Football Game vs. Kimball High School at Moorpark High School, Moorpark, CA in Ventura County on September 8-9, 2023</p> <p>13.2.5 Ratify Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluation (IEE) for the 2023-2024 School Year</p> <p>13.2.6 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2023 - 2024 School Year</p> <p>13.2.7 Approve Agreement for Special Contract Services with Inspired Life School Assemblies for The Forward BMX Show at Louis Bohn School for the 2023 - 2024 School Year</p> <p>13.2.8 Approve Agreement for Special Contract Services with Soul Shoppe at Louis Bohn School for the 2023 - 2024 School Year</p>

- 13.2.9 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2023-2024 School Year
- 13.2.10 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for Tutoring for the 2023-2024 School Year
- 13.2.11 Approve Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for the 2023-2024 School Year
- 13.2.12 Approve Agreement for Special Contract Services Top Youth Speakers at Williams Middle School for the 2023-2024 School Year

13.3 Human Resources:

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services: None.

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Acknowledge New Board Policy 4119.26, 4219.26 and 4319.26 Maintaining Appropriate Adult-Student Interactions (Second Reading)

Action: Approved as Final. Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-1 (Hoffert).

14.3.2 Acknowledge Revisions to Board Policy 4020 Drug and Alcohol-Free Workplace (Second Reading)

Action: Approved as Final. Silcox, Fagin **Vote:** Yes-6; No-0; Absent-1 (Hoffert).

14.3.3 Approve a Variable Term Waiver for Administrative Services

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

14.3.4 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

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

14.3.5 Approve a Declaration for a Provisional Internship Permit

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

Board Reports:

Trustee Kahlon is honored to be here and looks forward to learning and contributing to the school district. Trustee Fagin thanked everyone for being at the meeting and for their participation. He offered congratulations to trustee Kahlon and is looking forward to working with her. Trustee Alexander thanked everyone for coming out. She enjoyed the presentations and would like to congratulate Lauren Silcox again for being named Tracy's Distinguished Young Woman. Trustee Hawkins welcomed Ms. Kahlon onto the school board and thanked Mr. Maslyar for his comments on the behaviors that we need to stick to between our schools. Another big game is coming up; it is good that we have stressed this importance. He is happy to be off to a good start and knows how hard everyone is working. Trustee Silcox gave congratulations to Trustee Kahlon. He is happy for her, she deserves it. He thanked Trustee Alexander for honoring his daughter. This was a good opportunity for her to grow. He also thanked Mr. Maslyar. It is part of life, to make mistakes and move

forward, but we shouldn't condemn the kids. Trustee Abercrombie welcomed Trustee Kahlon to the team. He thanked the WHS Leadership students for their volunteer work on Saturday. They had a free rummage sale for families in need. Ten students showed up at 8 am on Saturday morning, which is very commendable. They worked hard and helped cleanup afterward; several even approached him and asked to do this again.

**Superintendent
Report:**

Dr. Pecot looks forward to working with Trustee Kahlon and is happy to have her as part of their board. It speaks to Mr. Maslyar's character to come up and acknowledge the board in the manner that he did. He is appreciative and honored that Mr. Maslyar was able to do this. High School Back to School nights are tomorrow and there is a Holocaust Survivor speaking at Kimball High School. It is football season and there is a lot going on within the district. None of this can happen without the great staff and the great parents we have in the community of Tracy. We should be thankful for everything that we have.

Adjourn: 7:30 PM

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Educational Services
DATE: August 23, 2023
SUBJECT: **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**

BACKGROUND: California Education Code 60119 (as amended by Statutes of 2012, Chapter 668, Section 3, effective January 1, 2013) requires that the governing board hold an annual public hearing regarding the sufficiency of instructional materials encouraging the input of parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders. The public hearing is held to determine whether “each pupil in each school in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the State Board:

- (i.) Mathematics
- (ii.) Science
- (iii.) History-Social Science
- (iv.) English/Language Arts, including the English Language Development component of an adopted program.

RATIONALE: The public hearing requirement is one component of the state audit guide. This item aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: No cost to the District.

RECOMMENDATION: Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 12, 2023
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
September 12 , 2023
SUMMARY OF SERVICES

A. Vendor: Virginia Mechanical, Inc.
Sites: Monte Vista Kitchen
Item: Proposal add on to previous approved proposal
Services: Furnish and install ductwork
Cost: \$15,800.00
Project Funding: Def. Maintenance (Fund 14)

B. Vendor: Western Building Material Co
Sites: West High Music Room
Item: Proposal
Services: Install acoustic ceiling tiles and fiberglass
Cost: \$11,925.00
Project Funding: Def. Maintenance (Fund 14)

C. Vendor: RJ Flooring
Sites: Jacobson
Item: Proposal
Services: Removal/Installation of Vinyl and Carpet all site
Cost: \$336,000.00
Project Funding: Def. Maintenance (Fund 14)

D. Vendor: Peninsulators
Sites: Kelly
Item: Proposal
Services: Removal/Installation of Blinds all site
Cost: \$52,100.00
Project Funding: ESSER

E. Vendor: The Sign Guys
Sites: Kimball
Item: Proposal
Services: Removal/Installation Performing Arts Sign
Cost: \$15,133.45
Project Funding: Def. Maintenance (Fund 14)/General (Fund 01)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 25, 2023
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

Merril F. West High School:

1. Tracy Unified School District/Merril F. West High School: From Madhusa Gonneseckera for the total amount of \$1000.00 (ck# 0001). This donation will go to the Robotic club.

Art Freiler School:

1. Tracy Unified School District/Art Freiler School: From Mr. & Mrs. Jackman for the amount of \$500.00 (ck# 1055). This donation will go towards a new marquee.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From The Station for the amount of \$3,064.00 (ck# 2146). This donation will go towards Christian Fontes senior project.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs,

maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 10, 2023
SUBJECT: Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodities Distribution Association 2024 Annual Conference in St. Louis, MO on April 21-25, 2024

BACKGROUND: The American Commodity Distribution Association is holding its annual conference in St. Louis, MO which is provided to school nutrition professionals. There will be educational sessions with various topics. The American Commodity Distribution Association's mission is to strengthen the impact of domestic USDA Foods Programs.

RATIONALE: The educational sessions will vary in topics including community feeding, understanding role and responsibilities of different USDA Foods stakeholder groups, maximizing USDA Foods entitlement dollars, regulations and guidance on Federal feeding programs and procurement.

FUNDING: The estimated total cost for this conference for both the Director of Food Services, Brandy Campbell, and the Coordinator of Food Services, Rachel Pollard, is \$7,500.00. The estimated cost includes registration, lodging, transportation and meals. The cost of this conference will be paid out of Fund 13.

RECOMMENDATION: Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodity Distribution Association 2024 Annual Conference in St. Louis, MO on April 21-25, 2024.

Prepared by: Brandy Campbell, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 29, 2023
SUBJECT: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year

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

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

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

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

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



2023/2024 School-Connected Organization Booster Clubs

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 31, 2023
SUBJECT: Approve Revolving Cash Fund Reports (June & July 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (June & July 2023).

Prepared by: Lori Nelson, Director of Financial Services.

08/01/23

TUSD
REVOLVING CASH FUND
July 2023

Date	Num	Name	Memo	Paid Amount
07/18/2023	9977	TOGO'S	PO24-00102 TTIP 7/19/23	
			01-0000-0-0000-7150-4300-810-1001	-565.00
TOTAL				-565.00

07/03/23

TUSD
REVOLVING CASH FUND
 June 2023

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
06/12/2023	9973	Thai Cafe	PO23-02637 6/13/2023 Board Meeting	
			01-0000-0-0000-7150-5800-810-1001	-189.45
TOTAL				-189.45
06/13/2023	9974	Kristyn Vatan	Timesheet - 6/9/2023 PR	
			01-4035-0-1110-2140-1101-800-1942	-736.19
TOTAL				-736.19
06/15/2023	9975	CALIFORNIA DEPARTMENT OF E...	PO23-00119 TRINI TORRES RECERTIFICATION	
			01-0723-0-1110-3600-5800-840-9702	-200.00
			01-0724-0-5750-3600-5800-840-9702	-300.00
TOTAL				-500.00
06/26/2023	9976	Taqueria La Mexicana	PO23-02884 6/27/2023 Board Meeting	
			01-0000-0-0000-7150-5800-810-1001	-213.30
TOTAL				-213.30



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 31, 2023
SUBJECT: Approve Accounts Payable Warrants (July & July 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (June & July 2023).

Prepared by: Lori Nelson, Director of Financial Services.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 31, 2023
SUBJECT: Approve Payroll Reports (June & July 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (June & July 2023).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 06/30/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	5,300,779.52
	1200	584,312.40
	1300	631,689.88
	1900	232,545.58
	2100	611,979.14
	2200	1,106,105.72
	2300	268,517.28
	2400	598,224.69
	2900	47,587.88
	Total Labor	9,381,742.09
Fund 01	SACS Object	Amount
	3101	1,251,282.99
	3102	12,183.30
	3201	50,317.30
	3202	639,367.65
	3301	102,881.71
	3302	190,400.59
	3401	660,170.36
	3402	349,782.53
	3501	33,746.69
	3502	13,148.88
	3601	116,196.51
	3602	45,319.67
	3701	62,144.05
	3702	30,927.99
	3901	135.42
	Total Contributions	3,558,005.64

Fund 09	SACS Object	Amount
	1100	194,807.95
	1200	10,837.92
	1300	4,613.53
	2400	12,615.10
	Total Labor	222,874.50
Fund 09	SACS Object	Amount

3101	STRS On 1000 Salaries	40,159.52
3202	PERS On 2000 Salaries	3,200.44
3301		2,828.52
3302		965.32
3401		17,220.41
3402		1,614.07
3501	State Unemploy On 1000 Salary	1,051.29
3502	State Unemploy On 2000 Salary	63.07
3601	Worker'S Comp Ins On 1000 Sal	3,619.85
3602	Worker'S Comp Ins On 2000 Sal	217.19
Total Contributions		70,939.68

Fund 11	SACS Object	Amount
	1100	18,866.55
	1200	9,260.28
	1300	12,291.60
	2100	4,566.78
	2400	6,529.66
	Total Labor	51,514.87

24

Fund 11	SACS Object	Amount
	3101	7,719.89
	3202	2,815.17
	3301	552.78
	3302	802.79
	3401	3,112.00
	3402	1,988.28
	3501	202.10
	3502	55.49
	3601	695.83
	3602	191.02
	Total Contributions	18,135.35

Fund 12	SACS Object	Amount
	2100	22,244.71
	2400	6,281.99
	Total Labor	28,526.70
Fund 12	SACS Object	Amount
	3102	549.72
	3202	5,393.70
	3302	1,807.01

3402	2,263.62	
3502	142.64	State Unemploy On 2000 Salary
3602	491.13	Worker'S Comp Ins On 2000 Sal
Total Contributions	10,647.82	

Fund	13	SACS Object	Amount
		2200	174,474.44
		2300	45,038.33
		2400	18,969.88
		Total Labor	238,482.65

Fund	13	SACS Object	Amount
		3202	54,954.80
		3302	17,158.48
		3402	18,947.78
		3502	1,192.38
		3602	4,105.76
		Total Contributions	96,359.20

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

ESCAPE ONLINE

Pay Date 06/09/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	837,835.00	Teachers' Salaries
	1200	1,246.50	Cert Pupil Support Salaries
	1300	23,163.52	
	1900	163,585.68	Other Certificated Salaries
	2100	171,188.92	Instructional Aides' Salaries
	2200	153,192.21	Classified Support Salaries
	2300	979.84	
	2400	27,781.40	Clerical & Office Salaries
	2900	5,838.73	Other Classified Salaries
	Total Labor	1,384,811.80	
Fund 01	SACS Object	Amount	
	3101	125,962.57	STRS On 1000 Salaries
	3202	8,523.24	PERS On 2000 Salaries
	3301	19,890.94	
	3302	21,147.60	
	3402	44.25	
	3501	5,129.47	State Unemploy On 1000 Salary
	3502	1,794.87	State Unemploy On 2000 Salary
	3601	17,660.58	Worker'S Comp Ins On 1000 Sal
	3602	6,180.17	Worker'S Comp Ins On 2000 Sal
	Total Contributions	206,333.69	
Fund 09	SACS Object	Amount	
	1100	3,360.00	Teachers' Salaries
	2400	122.09	Clerical & Office Salaries
	Total Labor	3,482.09	
Fund 09	SACS Object	Amount	
	3101	641.76	STRS On 1000 Salaries
	3202	30.97	PERS On 2000 Salaries
	3301	48.72	
	3302	9.34	
	3501	16.80	State Unemploy On 1000 Salary
	3502	0.61	State Unemploy On 2000 Salary
	3601	57.85	Worker'S Comp Ins On 1000 Sal
	3602	2.10	Worker'S Comp Ins On 2000 Sal
	Total Contributions	808.15	
Fund 11	SACS Object	Amount	

1100	Teachers' Salaries	14,704.27
1200	Cert Pupil Support Salaries	1,245.43
2100	Instructional Aides' Salaries	763.78
2400	Clerical & Office Salaries	1,334.36
Fund 11	Total Labor	18,047.84
	SACS Object	Amount
3101	STRS On 1000 Salaries	2,934.77
3202	PERS On 2000 Salaries	215.95
3301		231.25
3302		160.51
3501	State Unemploy On 1000 Salary	79.75
3502	State Unemploy On 2000 Salary	10.48
3601	Worker'S Comp Ins On 1000 Sal	274.58
3602	Worker'S Comp Ins On 2000 Sal	36.12
	Total Contributions	3,943.41
Fund 12	SACS Object	Amount
2100	Instructional Aides' Salaries	2,699.61
	Total Labor	2,699.61

Fund 12	SACS Object	Amount
3202	PERS On 2000 Salaries	145.87
3302		133.66
3502	State Unemploy On 2000 Salary	13.49
3602	Worker'S Comp Ins On 2000 Sal	46.48
	Total Contributions	339.50
Fund 13	SACS Object	Amount
2200	Classified Support Salaries	19,109.30
	Total Labor	19,109.30

Fund 13	SACS Object	Amount
3202	PERS On 2000 Salaries	2,493.78
3302		1,128.78
3502	State Unemploy On 2000 Salary	95.57
3602	Worker'S Comp Ins On 2000 Sal	328.98
	Total Contributions	4,047.11

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

ESCAPE ONLINE

Pay Date 07/31/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	856,908.93	Teachers' Salaries
	1200	544,363.62	Cert Pupil Support Salaries
	1300	632,320.89	Cert Suprvrs' & Admins' Sal
	1900	143,335.35	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	25,549.36	Instructional Aides' Salaries
	2200	967,627.41	Classified Support Salaries
	2300	264,107.83	Class Suprvrs' & Admins' Sal
	2400	354,763.30	Clerical & Office Salaries
	2900	13,376.98	Other Classified Salaries
	Total Labor	3,802,353.67	

Fund 01

SACS Object

Amount

3101	402,201.74	STRS On 1000 Salaries
3102	12,018.09	STRS On 2000 Salaries
3201	18,900.58	PERS On 1000 Salaries
3202	415,906.99	PERS On 2000 Salaries

3301	33,867.27	
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3302	116,543.84	
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3401	167,780.55	
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3402	227,360.80	
------	------------	--

3501	1,088.48	State Unemploy On 1000 Salary
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3502	811.43	State Unemploy On 2000 Salary
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3601	37,976.49	Worker'S Comp Ins On 1000 Sal
------	-----------	-------------------------------

3602	28,355.67	Worker'S Comp Ins On 2000 Sal
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3701	65,605.01	
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3702	32,809.89	
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3901	167.64	
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Total Contributions

SACS Object

Amount

Fund 09		1,561,394.47	
	1100	25,719.03	Teachers' Salaries
	1200	10,837.92	Cert Pupil Support Salaries
	1300	10,572.38	Cert Suprvrs' & Admins' Sal
	2400	9,206.14	Clerical & Office Salaries
	Total Labor	56,335.47	

Fund 09

SACS Object

Amount

3101	9,001.70	STRS On 1000 Salaries
------	----------	-----------------------

3202	2,456.20	PERS On 2000 Salaries
3301	610.17	
3302	704.53	
3401	3,954.81	
3402	652.26	
3501	23.57	State Unemploy On 1000 Salary
3502	4.61	State Unemploy On 2000 Salary
3601	822.19	Worker'S Comp Ins On 1000 Sal
3602	160.60	Worker'S Comp Ins On 2000 Sal
Total Contributions	18,390.64	

Fund 11	SACS Object	Amount
	1200	8,846.18
	1300	12,291.60
	2400	2,019.67
	Total Labor	23,157.45

Cert Pupil Support Salaries
Cert Suprvrs' & Admins' Sal
Clerical & Office Salaries

Fund 11	SACS Object	Amount
	3101	4,037.31
	3202	538.85
	3301	289.29
	3302	154.51
	3401	1,291.61
	3402	524.18
	3501	10.58
	3502	1.01
	3601	368.75
	3602	35.23
Total Contributions		7,251.32

STRS On 1000 Salaries
PERS On 2000 Salaries
State Unemploy On 1000 Salary
State Unemploy On 2000 Salary
Worker'S Comp Ins On 1000 Sal
Worker'S Comp Ins On 2000 Sal

Fund 13	SACS Object	Amount
	2200	29,537.31
	2300	27,645.93
	2400	17,996.84
	Total Labor	75,180.08

Classified Support Salaries
Class Suprvrs' & Admins' Sal
Clerical & Office Salaries

Fund 13	SACS Object	Amount
	3202	20,022.20
	3302	5,716.32
	3402	10,345.68
	3502	37.61
	3602	1,311.49

PERS On 2000 Salaries
State Unemploy On 2000 Salary
Worker'S Comp Ins On 2000 Sal

Total Contributions 37,433.30

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

075 - Tracy Unified School District

Generated for Janae Taylor (JANAETA75), Aug 31 2023 2:50PM

ESCAPE ONLINE

Pay Date 07/10/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	622,159.67	Teachers' Salaries
	1200	93.78	Cert Pupil Support Salaries
	1900	17,699.74	Other Certificated Salaries
	2100	95,043.15	Instructional Aides' Salaries
	2200	112,252.84	Classified Support Salaries
	2400	31,012.20	Clerical & Office Salaries
	2900	4,506.84	Other Classified Salaries
	Total Labor	882,768.22	

Fund 01	SACS Object	Amount	
	9110	882,768.22-	Cash In County Treasury
	9510	882,768.22	Prior Year Payable
	Net + Deductions	0.00	
	3101	104,293.52	STRS On 1000 Salaries
	3102	12.58	STRS On 2000 Salaries
	3202	25,589.71	PERS On 2000 Salaries
	3301	11,965.40	
	3302	17,013.17	
	3501	319.89	State Unemploy On 1000 Salary
	3502	121.68	State Unemploy On 2000 Salary
	3601	11,017.27	Worker'S Comp Ins On 1000 Sal
	3602	4,185.37	Worker'S Comp Ins On 2000 Sal
	Total Contributions	174,518.59	

Fund 09	SACS Object	Amount	
	1100	19,538.95	Teachers' Salaries
	2400	3,461.82	Clerical & Office Salaries
	Total Labor	23,000.77	
Fund 09	SACS Object	Amount	
	9110	23,000.77-	Cash In County Treasury
	9510	23,000.77	Prior Year Payable
	Net + Deductions	0.00	
	3101	3,724.79	STRS On 1000 Salaries
	3202	173.54	PERS On 2000 Salaries

3301	283.31	
3302	264.82	
3501	9.77	State Unemploy On 1000 Salary
3502	1.73	State Unemploy On 2000 Salary
3601	336.40	Worker'S Comp Ins On 1000 Sal
3602	59.59	Worker'S Comp Ins On 2000 Sal
Total Contributions	4,853.95	

Fund 11	SACS Object	Amount	
	1100	1,909.48	Teachers' Salaries
	1200	93.78	Cert Pupil Support Salaries
	2400	2,656.19	Clerical & Office Salaries
	Total Labor	4,659.45	

Fund 11	SACS Object	Amount	
	9110	4,659.45-	Cash In County Treasury
	9510	4,659.45	Prior Year Payable
	Net + Deductions	0.00	

3101	382.61	STRS On 1000 Salaries
3202	8.50-	PERS On 2000 Salaries
3301	29.04	
3302	180.50	

3501	0.99	State Unemploy On 1000 Salary
3502	1.18	State Unemploy On 2000 Salary
3601	34.49	Worker'S Comp Ins On 1000 Sal
3602	40.62	Worker'S Comp Ins On 2000 Sal
Total Contributions	660.93	

Fund 12	SACS Object	Amount	
	1100	131.70	Teachers' Salaries
	2100	2,862.27	Instructional Aides' Salaries
	2400	540.72	Clerical & Office Salaries
	Total Labor	3,534.69	

Fund 12	SACS Object	Amount	
	9110	3,534.69-	Cash In County Treasury
	9510	3,534.69	Prior Year Payable
	Net + Deductions	0.00	

3101	25.15	STRS On 1000 Salaries
3102	120.21	STRS On 2000 Salaries
3202	312.30	PERS On 2000 Salaries
3301	1.91	

3302	193.55	
3501	0.07	State Unemploy On 1000 Salary
3502	1.70	State Unemploy On 2000 Salary
3601	2.27	Worker'S Comp Ins On 1000 Sal
3602	58.57	Worker'S Comp Ins On 2000 Sal
Total Contributions		715.73

Fund 13	SACS Object	Amount
	2200	36,551.60
	Total Labor	36,551.60

Fund 13	SACS Object	Amount
	9110	36,551.60-
	9510	36,551.60
	Net + Deductions	0.00

3202	6,692.96	PERS On 2000 Salaries
3302	2,597.10	
3502	18.25	State Unemploy On 2000 Salary
3602	629.30	Worker'S Comp Ins On 2000 Sal
Total Contributions		9,937.61



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 22, 2023
SUBJECT: Approve Agreement for Contract Services between Imagine Learning, Inc. and TUSD to provide Site Licenses for MyPath Reading and Math for Grades K-3rd for the 2023-2024 School Year to George Kelly, Poet-Christian, and Wanda Hirsch Schools

BACKGROUND: Tracy Unified School District's K-3rd grade population of students would benefit from an additional Reading and Math intervention. 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 has been implemented at all Title 1 Schools for all students in grades K-8th grade. Due to the successful implementation and student progress shown, it is felt that offering this program as a base to all K-3rd Grade students in TUSD will increase student achievement and close the equity gap.

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 continuous interventions and enrichments through the MyPath program to K-3rd grade students at George Kelly, Poet-Christian, and Wanda Hirsch Schools. 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 their primary grade 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 in Reading and Math.

FUNDING: The cost, not to exceed \$78,750.00, will be paid by ESSER III Grant. This cost is for training, 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 Grades K-3rd for the 2023-2024 School Year to George Kelly, Poet-Christian, and Wanda Hirsch Schools.

Prepared by: Dr. Mary Petty, Continuous Improvement, State & 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 Eng & Lit Reusable with Fluent Reader, Imagine Math Facts Reusable Licenses, Imagine Math Reusable Licenses, Integration - Clover Sync and SSO (Provides user imports and SSO via only Clover, Does not include Course Enrollments).

MyPath K-3 Reading and Math Site Licenses, Professional Development Foundational Webinar Package - Includes 4 webinar sessions, Purpose Prep Elem Site License, Purpose Prep PD Webinar

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 Year () [] HOURS [] DAYS, under the terms of this agreement at

the following location _____.

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

- a. District shall pay \$ 78,750.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- 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 9/12/23, and shall terminate on 09/12/24.

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, 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 [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 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 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 third party 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:

DocuSign by: David Alderlade Executive Vice President, CFO
 Contractor Signature Title
 45-1565841
 IRS Identification Number
 Executive Vice President, CFO
 Title
 8860 E Chaparral Rd Ste 100
 Address
 Scottsdale, AZ 85250

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Price Quote

Date 8/9/2023
Quote No. 308740
Acct. No. 03:tr:CA:12214869
Total \$78,750.00
Pricing Expires 11/7/2023

Tracy Joint Unified School District
1875 West Lowell Ave.
Tracy CA 95376

Payment Schedule	Contract Start	Contract End
Net 30	8/28/2023	6/30/2024

Site	Description	Comment	End Date	Qty
1.	George Kelly Elementary School			
2.	Gladys Poet-Christian Elementary School			
3.	Wanda Hirsch Elementary School			
	Imagine Lang & Lit Reusable with Fluent Reader +		06/30/2024	3
	Imagine Math Facts Reusable License		06/30/2024	3
	Imagine Math Reusable License		06/30/2024	3
	Integration - Clever Sync and SSO (Provides user imports and SSO via only Clever. Does not include Course Enrollments.)		06/30/2024	3
	MyPath K-3 Reading and Math Site License		06/30/2024	3
	Professional Development Foundational Webinar Package - Includes 4 webinar sessions.		06/30/2024	3
	Purpose Prep Elem Site License		06/30/2024	3
	Purpose Prep PD Webinar		06/30/2024	3

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 ("Terms and Conditions"). These Terms and Conditions are available at <https://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 Unified School District

Signature: Mary Petty
Print Name: Mary Petty
Title: Director, Continuous Improvement
Date: 8/22/23

Imagine Learning Representative

Jesse Tafolla
Account Executive
Cell: 530-760-7043
EMAIL: jesse.tafolla@imaginelearning.com

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.



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Price Quote

Date	8/9/2023
Quote No.	308740
Acct. No.	03:tr:CA:12214869
Total	\$78,750.00
Pricing Expires	11/7/2023

Subtotal	\$78,750.00
Total	\$78,750.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: August 17, 2023
SUBJECT: Approve Out of State Travel for Director of Students Services to attend the 33rd Annual National Dropout Prevention Conference in Kissimmee, Florida October 15-18, 2023

BACKGROUND: The National Dropout Prevention Conference is hosted by the National Dropout Prevention Center. It is the premier conference in dropout prevention and provides a research-driven and practice-proven approach to supporting ALL students.

RATIONALE: The Director of Student Services is responsible for overseeing all facets of the attendance and SARB programs for the District. Since COVID school attendance has dipped as well as graduation rates. This conference offers cutting edge insights, How-to-Sessions, training from Dr. Bill Daggett, the premiere voice in education and student programs. This agenda item supports two District Strategic Goals: #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The conference cost will not exceed \$4,500 for conference registration, lodging, transportation, and some meal costs. Costs will be paid from the Student Services Department conference fund.

RECOMMENDATION: Approve Out of State Travel for the Director of Students Services to attend the 33rd Annual National Dropout Prevention Conference in Kissimmee, Florida October 15-18, 2023.

PREPARED BY: Jason Noll, Director of Student Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 21, 2023
SUBJECT: Approve Travel for Bohn Teachers and Administrators to attend the California STEAM Symposium in Long Beach, CA on February 9-10, 2024

BACKGROUND: The Symposium will provide a brave space for exploring equity in STEAM learning, particularly for underrepresented populations we seek to grow in STEAM: educators and students of color, girls, multilingual learners, foster youth, unsheltered students, LGBTQIA+, low socio-economic students, and those with special learning needs. We will be able to embark upon this journey immediately with access to resources, collaborators, and a network that seeks to leverage STEAM education as a tool for developing STEAM Identity, civic engagement, social responsibility, student agency, and other shared goals to benefit future generations.

RATIONALE: This is an extended learning opportunity that supplements the learning standards of our AdvanceSTEM work. The projected outcome is that administrators and teachers can better support students in furthering their academic and social-emotional learning. We hope that the STEM Symposium will inspire us to further implement a coherent, discipline-specific, and systemwide approach to STEM education. 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: The STEAM Symposium is to be paid with STEM Funding. Bohn School will not exceed \$7,500.00 from the STEM Funding. If additional funding is needed, Bohn School will use site Title 1 funds.

RECOMMENDATION: Approve Travel for Bohn Teachers and Administrators to attend the California STEAM Symposium in Long Beach, CA on February 9-10, 2024.

Prepared by: Jacqui Nott, Principal, Louis Bohn School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 16, 2023
SUBJECT: Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) for the 2023-2024 School Year

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

RATIONALE: PIQE will provide its Signature Family Engagement in Education 8-week program to the parents of the children enrolled at George Kelly Elementary School virtually from September 26, 2023 – November 28, 2023. The program will be in the form of free workshops in order to train parents to gain new skills, tools, and resources to help their child succeed in school today and into the future. Providing PIQE at George Kelly Elementary School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, community and to facilitate a partnership to support student achievement. This supports GKES 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 cost does not exceed \$12,500.00 and will be paid by A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) for the 2023-2024 School Year.

Prepared by: Brittani Ryan, Principal, George Kelly Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: Provide workshops for the parents who have students enrolled at George Kelly Elementary School. The workshops are designed to enhance and develop skills resources to help their child succeed in school today and into the future. The workshops will take place from September 26- November 28, 2023.

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 8 weeks () [] HOURS [X] DAYS, under the terms of this agreement at the following location Virtual.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 September 26, 2023, and shall terminate on November 28, 2023.
5. This agreement may be terminated at any time during the term by either party upon fourteen ¹⁴ 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, Brittani Ryan, at (209) 209.830.3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


Contractor Signature _____ Title _____
33 - 0259359
IRS Identification Number _____
Executive Director
Title _____
3641 Mitchell Rd Ste H.
Address _____
Ceres CA 95307

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: Brittani Ryan, Principal
From: Gabriela Rios, Executive Director
Date: August 15, 2023

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

RECITALS

- A. 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.
- B. Time of Class: Morning _____ Evening 6:00pm _____
- C. Type of Class: **Virtual (V)** _____, Hybrid (H) _____, In-Person (P) _____
Virtual – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.
- D. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- E. Session Dates:
September 26, 2023 - November 28, 2023

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

- F. Compensation: a flat fee of \$12,500.00 for up to 50 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.
- G. 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.

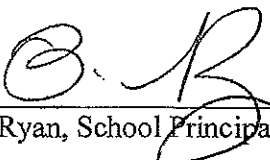
Location: **TBD**

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: BR

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



Brittani Ryan, School Principal

8/18/23

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 16, 2023
SUBJECT: Ratify Contract Services Agreement between Faith In Action Community Education Services and George Kelly Elementary School for the 2023-2024 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: FACES is a company who is a leader in their field. They have diverse behaviorist counselors who represent our diverse student population and proven success impacting student behaviors. They will provide one behaviorist for a total of 5 hours, 3 days a week beginning September 18, 2023, and continuing through the end of the 2023-2024 school year. There is no cap on the number of students they can service. They will provide classroom and campus support through intervention, incidental teaching, and behaviors modification. This aligns with Strategic Goal #2, Provide a safe and equitable learning environment.

FUNDING: FACES will be paid \$110 per hour, for 5 hours per day, 3 days a week for 106 days at a cost of \$58,520.00. This will be funded through ELOG funds.

RECOMMENDATION: Ratify Contract Services Agreement between Faith in Action Community Education Services and George Kelly Elementary School for the 2023-2024 School Year.

PREPARED BY: Brittani Ryan, George Kelly Elementary School, Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services (F.A.C.E.S), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Extensive social emotional counseling, behavior services, and assessment

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 5 hours a day/ 3 days a week() [] HOURS [X] DAYS, under the terms of this agreement at the following location George Kelly Elementary Sch.

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

- a. District shall pay \$ 110 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 58,520.00. 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 [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on May 31, 2024.

5. This agreement may be terminated at any time during the term by either party upon fourteen 14 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, Brittani Ryan, at (209) 830-3390 ext. 5655 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:

<u>JB</u>	<u>CEO</u>
Contractor Signature	Title
<u>83-0818579</u>	
IRS Identification Number	
<u>Chief Executive Officer</u>	
Title	
<u>401 East Main Street</u>	
Address	
<u>Stockton, CA 95202</u>	

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 21, 2023
SUBJECT: Approve Purchase for SCUTA for Monte Vista Middle School to Provide License for the 2023-2024 School Year

BACKGROUND: As a district, we have invested in an assessment database, Fastbridge, which provides an academic, social, emotional risk screener, mySAEBRS. Using the data from mySAEBRS in addition to the platform SCUTA, it will allow our counselors to make data driven decisions and provide additional data to review best practices and keep records of how we are interacting with students. The SCUTA program can help us in the goal of one day becoming a RAMP (Recognized ASCA Model Program) school.

RATIONALE: SCUTA is a web-based counselor application used to develop a data-driven, evidenced based school counseling program. SCUTA follows the ASCA (American School Counseling Association) national model recommendations and offers confidential, comprehensive documentation and use of time analysis system. The SCUTA application will be used by counselors and administrators to aid in guiding Professional Learning Community (PLC) discussions, review best practices, keep accurate records and aid in making data-driven decisions for students.

FUNDING: The cost, not to exceed \$690.00 for Monte Vista Middle School, will be paid from the A-G Improvement Grant.

RECOMMENDATION: Approve Purchase for SCUTA for Monte Vista Middle School to Provide License for the 2023-2024 School Year.

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

zLabs
1500 Colesville Road,
Bethlehem, PA 18015
1-833-887-2882

Attn : Barbara Silver
TRACY JOINT UNIFIED
bsilver@tusd.net
Barbara Silver

Thursday, 24th August 2023

Dear Barbara Silver,

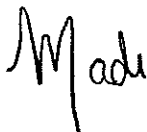
Thank you for the opportunity to quote SCUTA. SCUTA is a modern, secure, web based application with an annual per user license. SCUTA has quickly become the leading advocacy tool for school counseling programs. It is the solution of choice for managing school counseling programs, documenting effectiveness, monitoring alignment with the ASCA National Model, analyzing use of time data and preparation for RAMP applications.

Quote

Licensing Period: 8/24/23 - 8/1/24	Need	Annual Cost	Total
SCUTA Pro	0	\$175	\$0.00
SCUTA Max	2	\$250	\$500.00
+ Outlook	2	\$95	\$190.00
+ Google Calendar	0	\$75	\$0.00
+ Appointments	0	\$75	\$0.00
+ ISCA Model 2.0	0	\$75	\$0.00
+ RAMP	0	\$100	\$0.00
+ Survey	0	\$75	\$0.00
Total Amount			\$690.00
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
Total Amount Due			\$690.00

Thank you for your being a SCUTA user. With your support and feedback we have become the solution of choice for school counseling software globally. Please feel free to contact me if you have any questions, comments or feedback.

Thank you,



Madison Hoguet
madison@myscuta.com
SCUTA Sales & Support
1-833-88-SCUTA(72882)

Single/Sole Source document: Single/Sole Source

Download our W9: zLabs-SCUTA-W9

See SCUTA tutorials: <https://myscuta.com/app/videoTutorials>

Our Privacy policy: <https://www.myscuta.com/privacy>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Superintendent of Educational Services
DATE: August 18, 2023
SUBJECT: Ratify Agreement for Contract Services Between LCS-Training and Special Education for Training, Consultation, Analysis, and Support for the 2023-2024 School Year

BACKGROUND: Tracy Unified School District (TUSD) Special Education Department is mandated to participate and submit ongoing transactions and data related to Individual Education Plan services through our Special Education Information System (SEIS), our Student Information System (SIS), and the California Longitudinal Pupil Achievement Data System (CALPADs).

RATIONALE: Ensuring Special Education staff has appropriate training and resources to develop legally defensible compliant IEPs that submit accurate data through SEIS to AERIES and CALPADs. Consultation, training, and support are necessary to navigate the complexities of these systems and the ever-changing regulations and requirements. LCS-Training is recognized by CODESTACK as a leader in training and consulting and will provide the support and training necessary to continue improving TUSD Special Education compliance.

FUNDING: Expense for this contract will not exceed \$8,313.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Contract Services Between LCS-Training and Special Education for Training, Consultation, Analysis, and Support for the 2023-2024 School Year.

Prepared by: Sean Brown, Director, Special Education.

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 Left Coast Scales (LCS), 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: _____
Consultation, training, support and analysis with Special Education data, submissions via SEIS to AERIES and CALPADS
and improve training and access for Special Education staff working with compliance data, including but not limited to
clerical, Program Specialists, and Special Education Teachers.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of the 2023/2024 School Year () | | HOURS | | DAYS, under the terms of this agreement at the following location Special Education/DEC/Virtual.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 175.00 per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 8,313.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL | | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a | | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.
5. This agreement may be terminated at any time during the term by either party upon Thirty (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, Sean Brown, at () 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

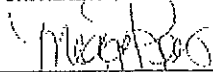
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contract Administrator

Contractor Signature

Title

20-3348823

IRS Identification Number

Contract Administrator

Title

5148 Western Way, Perris, CA 92571-7422

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 12, 2023
SUBJECT: **Approve Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2023-2024 School Year**

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 their partner, the Community Training and Assistance Center (CTAC). The award supports 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. It ensures that every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in STEM learning. This contract provides all TUSD 4th grade students with access to the SJCOE Durham Ferry Outdoor Education Center from each of the TUSD elementary schools.

RATIONALE: This contract ensures that all 4th grade students, including students accessing the general education curriculum and the special education curriculum, are provided access to rich field experiences that include learning about the natural and human systems in the context of our local river systems. This field experience for students is directly related to California's Next Generation Science Standards (NGSS).

The SJCOE Durham Ferry contract services were provided from October 2023 to April 2024 of which approval of this agenda item will authorize payment for services rendered.

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

FUNDING: The cost for this training and support is not to exceed \$17,550. It will be paid from ESSER III funds.

RECOMMENDATION: Approve Agreement for Contract Services with the San Joaquin County Office of Education Durham Ferry Outdoor Education Center to provide students with a rich field experience directly related to NGSS.

Prepared by: Dean Reese, Director of STEM Curriculum and Local Assessment

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's STEM 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: SJCOE STEM Department will provide TUSD with SJCOE Durham Ferry Outdoor Education Center field trips for TUSD 4th graders. Field trips will consist of student activities centered around learning about the natural and human systems in the context of our local river systems.

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 12 () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.

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

- a. District shall pay \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$17,550. 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 October 1, 2023, and shall terminate on April 30, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dean Reese, at (209) 830.3275 x1502 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:

A. Amal

08/18/2023

Contractor Signature
Div. Director STEM Programs

Title

IRS Identification Number

Warren Sun

08/18/2023

Title
Address
Div. Director Operations

Tracy Unified School District

8/18/23

Date

01-3219-0-1110-1000-5800-800-2035

Account Number to be Charged

Ed. Services/STEM

Department/Site Approval

Budget Approval

Date Approved by the Board



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

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide high quality STEAM Learning opportunities.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2023-2024 school year.

• **SCOPE OF WORK**

- SJCOE STEM Programs will provide the following services:
 - San Joaquin County Office of Education Durham Ferry field trips for TUSD 4th graders. Field trips will consist of student activities centered around learning about the natural and human system in the context of our local river system.

Specific Days and Times:

Date(s)	Location(s)	Subject	Field Trip Days	Total Cost
TBD	Durham Ferry Outdoor Education Center	student activities centered around learning about the natural and human system in the context of our local river system	12 field trips	not to exceed \$17,550
Total Cost			Not to exceed \$17,550	

• **TERMS OF AGREEMENT**

- This agreement will be in effect from August 1, 2023 – June 30, 2024

• **COMPENSATION**

- Professional learning costs (which include preparation, travel, and materials).
 - i. TUSD will pay SJCOE in the account of \$17,550.00 within thirty (30) days of receipt of the invoice from SJCOE.

• **CHANGES TO THE MEMORANDUM**

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

• **CERTIFICATION OF NON-EMPLOYEE STATUS:**

- SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of Tracy Unified School District. Tracy Unified School District agrees to



SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Troy A. Brown, Ed.D., County Superintendent of Schools

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

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.

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

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

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

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

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

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

• SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

Annie Cunial, Div. Director STEM Programs

08/24/2023

Date

Warren Sun, Div. Director of Operations

08/24/2023

Date

TRACY UNIFIED SCHOOL DISTRICT

Robert Pecot, Asst. Supt. Business Services

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 16, 2023
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at South/West Park School 2023-2024 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 four-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: This contract is to be paid with Title 1 Funding. South/ West Park School contract will not exceed \$10,452.00.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at South/West Park School for the 2023-2024 School Year.

Prepared by: Ramona Soto, Principal, South/West Park School.



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

MEMORANDUM OF UNDERSTANDING
(South/West Park School/Tracy, Dani, Rajni, Tamar)

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

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for South/West Park School 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, Tracy Lake, Daniela Valles, Rajni Sehgal, and Tamar Yefet 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: September 5, 2023 and will continue on the following dates. See quote.

Number of classes: 39 Classrooms, 4-week sessions

Staff Contact at site: Ramona Soto 209-830-3335 rasoto@tUSD.net

Artist Contact: Tracy 619-203-4151 asktracyabbey@gmail.com

Dani 483-9136 danivalles123@gmail.com

Rajni 666-0200 thisisrajni@yahoo.com

Tamar 485-2888 tamar.yefet.art@gmail.com

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, South/West Park School will pay SJCOE the sum of \$10,452.00.

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.



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

Post Office Box 213030 • Stockton, CA 95213-9030 • (209) 468-4800 • www.sjcoe.org

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.

Ramona Solis-Barrera
South/West Park School
550 W Mt Diablo Ave, Tracy, CA 95376
8-14-23
Date

SANDRA WENDELL, COORDINATOR Date
ARTISTS-IN-SCHOOLS

CONTRACTING OFFICER Date
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Soto, Ramona

From: Sandra Wendell <swendell@sjcoe.net>
Sent: Tuesday, August 15, 2023 8:24 AM
To: Julia Cornejo
Cc: Soto, Ramona
Subject: RE: 23-24 Artists-in-Schools Residency Quote

[CAUTION] This email is NOT from TUSD.

Do not click on links or open attachments unless you trust the sender.

I have made the changes to group A, to allow for board approval. The new start date is 9.19.23.

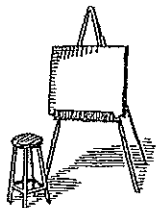
Notes:		Session Dates:
Email the Artists with the daily schedule 2 weeks before your start date.	Artist Contact:	<u>Group A / Tracy / 5 classes</u> Sept. 19, 25 Oct. 24 Nov. 7
Sign and return MOU.	Tracy: 619-203-4151 asktracyabbey@gmail.com	<u>Group B / Dani / 5 classes</u> Jan. 2, 9, 16, 23
Keep the copy for your records.	Dani: 423-9136 dani.valles123@gmail.com	<u>Group C / Rajni / 5 classes</u> May 2, 9, 16, 23
Click the link below for complete program details:	Rajni: 666-0200 thaisrajni@yahoo.com	<u>Group D / Tracy / 4 classes</u> Nov. 14, 28, Dec. 5, 12
Sjcoe Ais website	Tamar: 485-2888 tamarvafel.art@gmail.com	<u>Group E / Tamar / 5 classes</u> May 1, 8, 15, 22
		<u>Group F / Dani / 5 classes</u> Apr. 4, 11, 18, 25
		<u>Group G / Tamar / 5 classes</u> Mar. 6, 20, 27, Apr. 9
		<u>Group H / Rajni / 4 classes</u> Mar. 6, 20, Apr. 5, 26

From: Julia Cornejo <jcornejo@sjcoe.net>
Sent: Monday, August 14, 2023 1:53 PM
To: Sandra Wendell <swendell@sjcoe.net>
Subject: FW: 23-24 Artists-in-Schools Residency Quote

Just received this from Ramona Soto at South/West Park School! 😊

Julia Cornejo
Staff Secretary
Visual & Performing Arts
San Joaquin County Office of Education
(209) 468-4973
jcornejo@sjcoe.net





Artists-in-Schools Residency Quote

209-468-4973 swendell@sicoe.net

South/West Park School

Ramona Soto 209-830-3335

2023/2024 School Year

Number of Residency weeks:

8 weeks	4 weeks	_____ weeks	Other
---------	---------	-------------	-------

Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> September	<input type="checkbox"/> Tracy <input type="checkbox"/> Dani <input type="checkbox"/> Rajni <input type="checkbox"/> Tamar	<input type="checkbox"/> 39	\$10,452.00 Your invoice will be sent at the start of the residency. Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one. Sign and return MOU. Keep the copy for your records.

Notes:

Email the Artists with the daily schedule 2 weeks before your start date.

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sicoe Ais website](#)

Artist Contact:

Tracy: 619-203-4151
asktracyabbey@gmail.com

Dani: 483-9136
danivalles123@gmail.com

Rajni: 666-0200
hislrajni@yahoo.com

Tamar: 485-2888
tamaryefet.art@gmail.com

Session Dates:

Group A / Tracy / 5 classes
 Sept. 5, 12, 19, 26

Group B / Dani / 5 classes
 Jan. 2, 9, 16, 23

Group C / Rajni / 5 classes
 May 2, 9, 16, 23

Group D / Tracy / 5 classes
 Nov. 14, 28, Dec. 5, 12

Group E / Tamar / 5 classes
 May 1, 8, 15, 22

Group F / Dani / 5 classes
 Apr. 4, 11, 18, 25

Group G / Tamar / 5 classes
 Mar. 6, 20, 27, Apr. 9

Group H / Rajni / 4 classes
 Mar. 6, 20, Apr. 5, 26



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 29, 2023
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 2023-2024 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 Williams Middle 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 \$12,500 for the nine-week parent class, not to exceed \$12,500. 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 2023-2024 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 \$ 12,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500.00. 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 September 27, 2023, and shall terminate on November 22, 2023.

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

IRS Identification Number

Title

Address

Tracy Unified School District

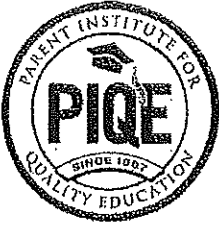
Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Jon Waggle, School Principal
From: Gabriela Rios, Executive Director
Date: August 22, 2023

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

- A. 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.
- B. Time of Class: Morning _____ Evening 6:00pm ✓ _____
- C. 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.
- D. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- E. Session Dates: **September 27, 2023- November 22, 2023**

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

- F. Compensation: \$12,500.00 for the 4 programs mentioned in session H. 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.
- G. 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.

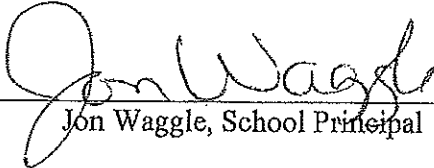
Location: **TBD**

School funding: A-G Improvement 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.

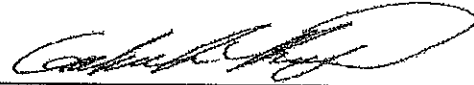
Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries 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: SW

I accept these services at **Tracy High School** under the terms and conditions noted.


Jon Waggle, School Principal

8-24-23
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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 22, 2023
SUBJECT: **Approve Contract for Services Agreement with Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School for the 2023-2024 School Year**

BACKGROUND: Air Tutors is an online tutoring platform that has been in business for six years. Air Tutors has partnered with many other school districts since the pandemic began to help address learning loss. Air Tutors provide online tutoring services that can be easily accessed by students in our online, independent study format.

RATIONALE: The purpose of the request is to establish a partnership between Air Tutors and Tracy Independent Study Charter School for the 2023-24 school year in order to provide intervention services for students to access online in groups of no more than five students in any language. The goal of the partnership is to aid students who need additional instruction and assistance to be successful in this program.

FUNDING: The cost, not to exceed \$70,000, will be funded through site funds provided to Tracy Unified School District for the purpose of implementing intervention services to students.

RECOMMENDATION: Approve Contract for Services Agreement Air Tutors to Provide Tutoring Services for Students at the Tracy Independent Study Charter School for the 2023-2024 School Year.

Prepared by: Annabelle Lee, Principal of Tracy Independent Study Charter School.



AirTutors

**AIR TUTORS
CONTRACT FOR SERVICES AGREEMENT**

This Air Tutors Contract for Services Agreement (the “Agreement”) made this July 2023 (“Effective Date”), by and between Air Tutors, LLC (“Air Tutors”), Tracy Unified School District (the “District”), (collectively “the Parties”).

(1) Statement of Services

(a) Scope of Agreement.

This Agreement contains the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, proposals, negotiations, letters of intent, or other correspondence, whether written or oral, relating to the provision of Air Tutors’ services.

(b) Scope of Work.

i) Accelerated Learning Outcomes

Subject to the following terms and conditions, Air Tutors shall provide scheduled and on-demand tutoring services to students of the District (the “Services”).

Air Tutors will create small online learning communities throughout the District that are designed to reinforce current classroom topics through highly innovative small-group acceleration programs. Regardless of what school a student is enrolled in, Air Tutors will provide students with a dedicated educator focused on advancing their personal skill sets. Groups will be meticulously tailored by placing students located district-wide together based on proficiencies, personalities, and needs. As much as possible, students will be grouped together based on their enrolled school site, teacher, and academic subject for curriculum alignment.

The District will choose which school sites and academic subjects to focus on, and Air Tutors will provide special attention to English Learning students. Reclassified Fluent English Proficient and English Learning students will be grouped together with educators that can speak their native language and that have academic expertise in the subject area of focus. Students with special needs and learning differences will be placed with educators that have a track record of boosting outcomes with their unique needs.

Teachers, Counselors, and site administrators will help increase awareness about the Air Tutors program to students and parents while also specifically recommending those that would benefit most. Air Tutors will bolster their efforts through parent and student outreach with engagement occurring in each student’s native language. Air Tutors will get to know each student’s unique needs, create groupings, and provide wrap-around support for parents, teachers, and administrators. Text messages, emails, and

phone calls will increase student participation, and session reminders will encourage students to submit assignments to their tutors before their session starts.

Air Tutors staff will provide the Services for the District's entire course catalogue in, but not limited to, the following areas of study: Elementary school math, elementary school reading and fluency, executive functioning, Middle School Core Courses, Pre-Algebra, Algebra 1, Geometry, Algebra 2, Algebra 2 Honors, Financial Algebra, Pre-Calculus, AP Calculus AB, AP Calculus BC, Trigonometry, Probability and Statistics, AP Statistics, Astrophysics, Biology, AP Biology, Chemistry Honors, Chemistry, AP Chemistry, Earth and Space Science, Earth Science Honors, AP Environmental Science, Marine Science, Physics, Honors Physics, AP Physics C, Physiology, AP European History, Economics, AP Government, AP Economics, Human Geography, AP Human Geography, Introduction to Law, American Foreign Policy, Modern World History, Honors Modern World History, Introduction to Psychology, AP Psychology, U.S. History Honors, U.S. History, AP U.S. History, Music Theory, AP Music Theory, Creative Writing, English K-12, Honors English 9-11, AP English Literature, Chinese (Mandarin) 1-4, AP Chinese Language & Culture, French 1-4, AP French, Latin 1-4, Spanish 1-4, Honors Spanish Speakers, AP Spanish Literature.

The District is responsible for providing a list of students, the subject(s) they require tutoring in, as well as the necessary contact information when available for Air Tutors.

In addition to one-on-one tutoring, Air Tutors will provide Services to small groups of students (with no student group exceeding 5 students) when feasible per the students' and Air Tutors's time restraints. If the Services are to be rendered during the school day, to the extent to which it is possible, the District will exercise its reasonable abilities in providing as many days and timeframes for the Services for Air Tutors staffing needs as possible. If twenty (20) or more tutors are required at the same exact day and time for the Services, the District will provide Air Tutors the available days and times for the Services in a mutually beneficial timeline.

Air Tutors will align with the District's curriculum, schedule, and, as much as possible, English Learning students will be matched with tutors that speak the students' native languages.

Air Tutors will provide one (1) tutor to provide the Services per tutoring session.

(c) Staff Responsibility.

Air Tutors shall assume sole responsibility for the supervision and qualification of its staff.

(d) Staff Replacement.

If the District requests replacement of a tutor, Air Tutors will assign a new tutor to the student or small group assignment with a tutor of substantially equivalent qualifications.

(2) Payment/Consideration

(a) Budget.

i) Accelerated Learning Outcomes

The Services performed by Air Tutors shall be billed in accordance with the unit cost below.

- 1 hour of Services = \$100.00

The total budget for Services rendered pursuant to this contract is not to exceed \$70,000.00.

If this agreement is terminated by either party, the District shall pay for the value of all services rendered up through the date of termination.

(b) Billable time and Pricing.

i) Accelerated Learning Outcomes

The District agrees to pay for the Services on a biweekly basis as the Services are rendered. Purchase order total will be deducted from the biweekly payments and tracked throughout the program.

(c) Invoices.

Invoices will be generated and submitted by Air Tutors in accordance with the aforementioned timelines.

(3) Proprietary Rights

(a) Air Tutors Property.

Any ideas, concepts, know-how, techniques, sequence, or organization relating to data processing developed during the course of this Agreement by Air Tutors, or jointly by Air Tutors and the District, shall be the exclusive property of Air Tutors.

(b) Competitive Software.

Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Air Tutors from developing, using, or marketing programs or other materials that may be similar and/or competitive with that prepared for the District hereunder, irrespective of whether such programs are similar or related to the programs developed under this Agreement.

(4) Warranty of Performance

(a) Standard of Performance.

Air Tutors shall exercise its reasonable efforts to provide tutors at the times and with the subject matter expertise sought by the District on an "on-demand" basis. In the event that a tutor is not available at the time or with the particular subject matter expertise desired, Air Tutors will provide such a tutor as soon as one becomes available.

(b) Disclaimer of Implied Warranties.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(5) Termination

(a) Termination Rights.

Either party may terminate this Agreement upon not less than 30 business days prior written notice. Termination of this Agreement shall constitute termination of all scheduled Service Hours.

(b) Scheduled Termination.

This Agreement shall expire and self-terminate on June 30, 2024. No renewal of this contract shall be given effect absent the written consent of Air Tutors' CEO, Hasan Ali, and District representative, Annabelle Lee.

(6) Independent Contractors

In the performance of this Agreement, Air Tutors, together with its staff, is acting as an independent contractor and not as an employee or agent of the District.

(7) Liability

(a) Limitation of Liability.

IN NO EVENT WILL AIR TUTORS BE LIABLE TO DISTRICT OR TO ANY THIRD PARTY FOR LOST PROFITS, LOST SAVINGS, OR OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THE DISTRICT'S USE OR INABILITY TO USE THE SERVICES RENDERED HEREUNDER, EVEN IF AIR TUTORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Time Limitation.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED, EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO (2) YEARS OF THE DATE OF LAST PAYMENT.

(8) General Provisions

(a) Discrimination.

Air Tutors will not knowingly discriminate against any employees or applicants for employment in connection with the Services because of race, creed, color, natural origin, sex, or age.

(b) Exclusive Remedies.

District's remedies in this Agreement are exclusive.

(c) Entire Agreement/Assignment.

This Agreement: (i) is the complete and exclusive statement of the agreement between the parties which supersedes all proposal oral or written and all other communications between the parties relating to the subject of this Agreement; and (ii) may not be assigned, sublicensed, or otherwise transferred by District without the prior written consent of Air Tutors, but its terms and conditions shall extend to and bind any permitted successor or assign.

(d) Governing Law.

This Agreement shall be governed by the laws of the State of California.

(e) Severability.

The failure by either party at any time to require performance of the other party of any provision of this Agreement shall in no way affect the right of such party thereafter to enforce the same provision, nor shall the waiver by either party of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision, or as a waiver of the provision itself. Should any portion of this agreement be found to be unenforceable, the remainder of the Agreement shall remain in force and interpreted as omitting the portion deemed unenforceable.

(g) Titles.

The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives.

AIR TUTORS, LLC

DATED 07/27/2023


By: Hasan Ali, CEO

TRACY UNIFIED SCHOOL DISTRICT

DATED _____

By: Tania Salinas, Associate Superintendent of Business Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 12, 2023
SUBJECT: Approve Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2023-2024 School Year

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 their partner, the Community Training and Assistance Center (CTAC). The award supports 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. It ensures that every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in STEM learning. This contract provides all TUSD 7th grade students with access to the SJCOE FabLab for an engaging STEM experience.

RATIONALE: This contract ensures that all TUSD 7th grade students, including students accessing the general education curriculum and the special education curriculum, are provided the option to access a rich field experience that includes learning about computer science and engineering directly related to California's Next Generation Science Standards (NGSS).

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

FUNDING: The cost for this training and support is not to exceed \$21,675. It will be paid from ELOG funds.

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2023-2024 School Year.

Prepared by: Dean Reese, Director of STEM Curriculum and Local Assessment



SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Troy A. Brown, Ed.D., County Superintendent of Schools

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

MEMORANDUM OF UNDERSTANDING SAN JOAQUIN COUNTY OFFICE OF EDUCATION and TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide high quality STEAM Learning opportunities.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2023-2024 school year.

- **SCOPE OF WORK**
 - SJCOE STEM Programs will provide the following services:
 - San Joaquin County Office of Education FabLab field trips for TUSD 7th graders. Field trips will consist of Artificial Intelligence, Data, and Engineering.
 - Analyzing and Interpreting Data (NGSS Science and Engineering Practice)
 - Engineering (MS-ETS1-1, MS-ETS1-2, MS-ETS1-3, MS-ETS1-4)
 - Computer Science (6-8. AP.18, 6-8.AP.10)

Specific Days and Times:

Date(s)	Location(s)	Subject	Field Trip Days	Total Cost
TBD	SJCOE FabLab	Artificial Intelligence, Data, and Engineering	17 field trips	not to exceed \$21,675
Total Cost			Not to exceed \$21,675	

- **TERMS OF AGREEMENT**
 - This agreement will be in effect from August 1, 2023 – June 30, 2024
- **COMPENSATION**
 - Professional learning costs (which include preparation, travel, and materials).
 - i. TUSD will pay SJCOE in the account of \$21,675.00 within thirty (30) days of receipt of the invoice from SJCOE.
- **CHANGES TO THE MEMORANDUM**
 - Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.
- **CERTIFICATION OF NON-EMPLOYEE STATUS:**



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

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

- SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as 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.
- San Joaquin County Office of Education agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

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

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

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

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

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

• SIGNATURES OF AUTHORIZED REPRESENTATIVES

**SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION**

Annie Cunial

Annie Cunial, Div. Director STEM Programs

08/31/2023

Date

Warren Sun

Warren Sun, Div. Director of Operations

08/31/2023

Date

TRACY UNIFIED SCHOOL DISTRICT

Robert Pecot, Asst. Supt. Business Services

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 Office of Education's STEM 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: SJCOE STEM Department will provide TUSD with SJCOE FabLab field trips for TUSD 7th graders. Field trips will consist of student activities centered around artificial intelligence, data collection and analysis, and engineering.

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 17 () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.

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

- a. District shall pay \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$21,675. 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 November 14, 2023, and shall terminate on March 5, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dean Reese, at (209) 830.3275 x1502 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:

A. Arnold

08/15/2023

Contractor Signature
Division Director STEM Programs

Title

IRS Identification Number

Title
Warren Sim

08/16/2023

Address
Division Director Operations

Tracy Unified School District

6/13/23

Date

01-3219-0-1110-1000-5800-800-2035

Account Number to be Charged

Ed. Services/STEM

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 30, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Banda, Kandice HS Library Technician	KHS	9/2/2023	Personal
Canchola, Maralena Para Educator I	SWP	8/22/2023	Personal
Carrillo, Brian Bus Driver/Custodian	MOT	8/22/2023	Accepted Position
Nair, Reshma IEP Para Educator	WHS	8/21/2023	Accepted Position
Orta, Sonya Driver/Dispatcher	MOT	8/16/2023	Accepted Position
Quarbani, Haidee Special Education Para Educator	KHS	8/30/2023	Accepted Position
Rodriguez, Maria Special Education Para Educator	NES	8/4/2023	Accepted Position
Sakthivason, Raksha Special Education Para Educator	WMS	8/21/2023	Accepted Position

Silva, Eddie Utility Person III	MOT	8/15/2023	Accepted Position
Solanki, Chandni Special Education Para Educator	CES	8/30/2023	Accepted Position
Taylor, Janae Budget Technician	DEC	8/16/2023	Accepted Position
Thierry, Ebony IEP Para Educator	BES	8/21/2023	Accepted Position
Vela-Telles, Anaiese Attendance Clerk	PES	8/2/2023	Accepted Position

BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Vega, Victor	KHS	8/15/23	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: August 30, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Cerpas-Rosales, Milagros

Edwards, Bonnie

Juarez, Cyrus

Keeney, Gina

Le, Jonathan

CERTIFICATED

Central/McKinley
RSP TK-8 (Replacement)
Class IV, Step "B" 1 - \$61,447.00
Fund: Special Education

Villalovoz Elementary School
SDC Grades 3/4 (Replacement)
Class I, Step "A" 1 - \$54,276.00
Fund: Special Education

George Kelly School
6th Grade (Replacement)
Class I, Step "A" 1 - \$50,944.00
Fund: General

West High School
RSP 9-12 (Replacement)
Class V, Step "B" 1 - \$63,860.00
Fund: Special Education

West High School
Mathematics (Replacement)
Class I, Step "A" 1 - \$56,639.00
Fund: General

Rivas, Meghan

Bohn Elementary School
5th Grade (Replacement)
Class I, Step "A" 1 - \$55,339.00
Fund: General

BACKGROUND:

CLASSIFIED

Aguilar, Desiree

Special Education Para Educator (New)
Jacobson School
6.5 hours
Range 27, Step A - \$18.72 per hour
Fund: Special Education

Bhopal, Sarika

Special Education Para Educator (New)
West High School
6 hours
Range 27, Step C - \$20.53 per hour
Fund: Special Education

Carillo, Brian

Utility Person III (New)
MOT/Warehouse
8 hours per day
Range 38, Step E - \$29.15 per day
Fund: 30% General
70% Special Education Transportation

Hernandez, Valeria

Special Education Para Educator (New)
Jacobson School
6.5 hours per day
Range 27, Step C - \$20.53 per hour
Fund: Special Education

Hermosillo, Maria

Utility Person II (New)
MOT
8 hours per day
Range 35, Step E - \$27.13 per hour + ND
Fund: General

Iyer, Lakshmi

IEP Para Educator (New)
Poet School
6 hours per day
Range 24, Step C - \$19.14 per hour
Fund: Special Education

Kaur, Daljit

Para Educator I (Replacement)
Freiler School
4 hours per day
Range 24, Step B - \$18.25 per hour
Fund: Targeted EL

Moreno, Melinda	Special Education Para Educator (New) North School 7 hours per day Range 27, Step E - \$22.53 per hour Fund: Special Education
Mylavarapu, Venkata Phani Himabindu	Special Education Para Educator (New) Jacobson School 6.5 hours per day Range 27, Step B - \$19.55 per hour Fund: Special Education
Nair, Reshma	IEP Para Educator (Replacement) West High School 7 hours per day Range 24, Step B - \$18.25 per hour Fund: Special Education
Orta, Sonya	Driver Trainer/Dispatcher (Replacement) MOT/Transportation 8 hours per day Range 48, Step C - \$33.51 per hour Fund: 50% Home to School Transportation 50% Special Education Transportation
Quarbani, Haidee	Adult Education Paraprofessional II (Replacement) Tracy Adult School 6 hours per day Range 30, Step E - \$24.13 per hour Fund: Adult Education
Rodriguez, Maria	Special Education Para Educator (Replacement) North School 6.5 hours per day Range 35, Step C - \$22.53 per hour Fund: Special Education
Sakthivason, Raksha	Special Education Para Educator (Replacement) Williams Middle School 6 hours per day Range 27, Step D - \$21.49 per hour Fund: Special Education
Silva, Eddie	Driver Trainer/Dispatcher (Replacement) MOT/Transportation 8 hours per day Range 48, Step C - \$33.51 per hour Fund: 50% Home to School Transportation 50% Special Education Transportation

Solanki, Chandni	Special Education Para Educator (New) Central School 6.5 hours per day Range 27, Step B - \$19.55 per hour Fund: Special Education
Taylor, Janae	Coordinator of Financial Services (Replacement) DEC/Finance 8 hours per day LME Range 23, Step C - \$382.18 per day Fund: General
Thierry, Ebony	Special Education Para Educator (Replacement) West High School 6.5 hours per day Range 27, Step C - \$20.53 per hour Fund: Special Education
Vela-Telles, Anaiese	Registrar (Replacement) Kimball High School 8 hours per day Range 35, Step C - \$24.73 per hour Fund: General

BACKGROUND:

Albright, Ashley

Allen-Trombley, Jennifer

Anastasio, Jessica

Andrews, Garrett

Andrews, Joshua

Bigler, Justin

COACHES

Pep Squad Assistant Advisor
Kimball High School
\$2,714.84

Cross Country Assistant
Kimball High School
\$4,594.34

Girls' Tennis
West High School
\$3,131.09

Varsity Football Assistant
West High School
\$5,883.17

Varsity Football Assistant
West High School
\$5,883.17

Girls' Golf
Kimball High School
\$3,826.89

Boler, Patricia	Girls' JV Volleyball West High School \$4,072.25
Brown, David	Varsity Flag Football Tracy High School \$3,392.01
Brown, David	JV Flag Football Tracy High School \$2,261.34
Burrell, Stanley	JV Football Assistant West High School \$5,041.84
Butler, Jessica	Pep Squad Advisor Kimball High School \$3,395.08
Coatney, Monique	Dance Advisor Kimball High School \$2,261.34
Corbett, Heather	Girls' Varsity Volleyball West High School \$6,784.03
Corbett, Jonathan	Girls' Frosh Volleyball West High School \$3,957.86
Doran, Rebekah	Water Polo Assistant Tracy High School \$4,522.69
Ebojo, Catherine	Girls' Varsity Volleyball Tracy High School \$6,784.03
Edwards, William	Varsity Football Head West High School \$8,598.00
Escobar, Zackery	Varsity Football Assistant Tracy High School \$5,883.17

Espino, Felipe	Girls' Tennis Kimball High School \$4,522.69
Evans, Justin	Varsity Football Assistant Tracy High School \$5,883.17
Fielsch, Mischelle	Girls' Tennis Tracy High School \$4,522.69
Graves, Derek	Varsity Football Head Kimball High School \$8,598.00
Guillen, Marcus	Frosh Football Head Tracy High School \$6,336.66
Guillen, Nelson	JV Football Assistant Tracy High School \$5,429.67
Hall, Steve	JV Football Assistant Tracy High School \$5,429.67
Harooni, Ali	Varsity Football Assistant Kimball High School \$5,883.17
Heinen, Casey	Girls' Water Polo Head Kimball High School \$6,784.03
Heinen, Casey	Boys' Water Polo Head Kimball High School \$6,784.03
Helton, Michael	Girls' Frosh Volleyball Tracy High School \$3,957.86
Hill, Jordan	JV Football Assistant Kimball High School \$5,429.67
Hupman, Tida	Cross Country Assistant West High School \$5,429.67

Knighen, Jamaris	JV Football Head West High School \$6,784.03
Larios, Gissel	Girls' JV Volleyball Tracy High School \$5,429.67
Lemos, Jake	Frosh Football Assistant Tracy High School \$5,429.67
McKey, Larry	Frosh Football Assistant Kimball High School \$5,429.67
Morris, Jessica	Girls' Water Polo Head West High School \$6,784.03
Morris, Jessica	Boys' Water Polo Head West High School \$6,784.03
Murray, Lindsey	Girls' Water Polo Head Tracy High School \$6,784.03
Murray, Lindsey	Boys' Water Polo Head Tracy High School \$6,784.03
Myers, Christopher	Varsity Flag Football Tracy High School \$3,392.01
Myers, Christopher	JV Flag Football Tracy High School \$2,261.34
Orlanes, Angelaia	Girls' Frosh Volleyball Kimball High School \$4,749.43
Pasquale, Bryce	Cross Country Assistant Tracy High School \$5,012.00

Perez, Jaime	Cross Country Head Tracy High School \$6,784.03
Pribble, Jeffery	Varsity Football Head Tracy High School \$8,598.00
Ramos, Adrian	Varsity Football Assistant Kimball High School \$5,883.17
Rhinehart, Mackenzie	Pep Squad Assistant Advisor Tracy High School \$2,714.84
Rios, David	JV Football Assistant Kimball High School \$5,429.67
Robinson, Alfred	JV Football Head Kimball High School \$6,784.03
Sanchez, Julie	Girls' Varsity Volleyball Kimball High School \$6,784.03
Sanchez, Oliver	Girls' JV Volleyball Kimball High School \$5,429.67
Sauers, Shannon	Varsity Football Assistant Kimball High School \$5,883.17
Shelton, Nathaniel	JV Football Head Tracy High School \$6,784.03
Silcox, Jennifer	Pep Squad Assistant Advisor West High School \$2,714.84
Soares, Sheila	Pep Squad Advisor Tracy High School \$3,395.08
Soares, Sheila	Dance Advisor Tracy High School \$2,261.34

Speer, Kevin	Varsity Football Assistant Tracy High School \$5,883.17
Spoulos, Brooker	Pep Squad Advisor West High School \$3,395.08
Spoulos, Brooker	Dance Advisor West High School \$2,261.34
Tate, Daniel	Frosh Football Assistant Kimball High School \$5,429.67
Torma, Austin	JV Football Assistant West High School \$5,429.67
Trombley, Benjamin	Cross Country Head Kimball High School \$6,784.03
Vallotton, David	Varsity Flag Football West High School \$6,784.03
Vaugh, Leconte	Frosh Football Head Kimball High School \$6,336.66
Walls, Bill	Varsity Football Assistant West High School \$5,462.94
Wescott, Marc	Girls' Golf Tracy High School \$4,522.69
Wichman, Casey	Girls' Golf West High School \$4,522.69
Williams, Theodore	Cross Country Head West High School \$6,784.03

Yerian, Jake

Frosh Football Assistant
Tracy High School
\$5,429.67

Zamzow, Ryan

Water Polo Assistant
Kimball High School
\$4,522.69

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 28, 2023
SUBJECT: **Approve the Unaudited Statement of Receipts and Expenditures
for the 2022-2023 Fiscal Year**

BACKGROUND: Education Code Section 42100 requires that the governing board, on a form prescribed by the Superintendent of Public Instruction, submit an annual statement of all receipts and expenditures of the district for the preceding year and file that statement with the county superintendent of schools. This document is commonly known as the “unaudited actuals.”

RATIONALE: The information compiled in this report is the basis for the annual financial audit. The county superintendent of schools is required to verify the mathematical accuracy of the unaudited actual statement and transmit a copy to the Superintendent of Public Instruction.

FUNDING: The unaudited actuals report has no direct impact on funding, however, the information about past year revenues and expenses establishes the beginning balance for the 2023-2024 budget, which will be considered in a future update to the current year budget.

RECOMMENDATION: Approve the Unaudited Statement of Receipts and Expenditures for the 2022-2023 Fiscal Year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: August 28, 2023
SUBJECT: Adopt Resolution No. 23-02 to Accept the Annual Developer Fee Report
& Five-Year Findings for 2022-2023 Fiscal Year

BACKGROUND: Effective January 1, 1997, SB 1693 amended the Government Code to add additional reporting requirements regarding developer fees which are assessed on new development to mitigate the impact of that development on school facilities.

RATIONALE: The attached report reflects the status of Developer Fee funds in accordance with SB 1693.

Mitigation payments are paid in lieu of statutory developer fees (also known as school impact fees) pursuant to voluntary and mutually beneficial contracts, and are exempt from the annual reporting requirements of Government Code sections 66001(d) & 66006(b). However, mitigation payments are included in the report for purposes of transparency and in order to show a complete picture of collections and expenditures to accommodate student growth generated by new development.

FUNDING: Fund 25- Mitigation/Developer Fees.

RECOMMENDATIONS: Adopt Resolution No. 23-02 to Accept the Annual Developer Fee Report & Five-Year Findings for the 2022-2023 Fiscal Year.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 23-02
ACCEPTING THE ACCOUNTING OF DEVELOPER FEES
(ANNUAL DEVELOPER FEE REPORT & FIVE-YEAR FINDINGS)
FOR 2022-2023 FISCAL YEAR
IN THE FOLLOWING FUND OR ACCOUNT:**

Fund 25-Mitigation/Developer
(Government Code sections 66001(d) & 66006(b))

1. Authority and Reasons for Adopting this Resolution.

- A. Tracy Unified School District ("District") has levied statutory and/or other fees imposed on new development ("Developer Fees") pursuant to various resolutions including, without limitation, Resolution No. 21-16, dated April 12, 2022, Board Action on March 25, 2020, Resolution No. 17-24, dated March 13, 2018, and Resolution No. 17-03, dated September 12, 2017, which are collectively referred to herein as the "School Facilities Fee Resolutions" and are hereby incorporated by reference into this Resolution. These resolutions were adopted under the authority of Education Code section 17620, *et seq.* and Government Code section 65995, *et seq.*
- B. Such Developer Fees also include mitigation payments imposed pursuant to various voluntary and mutually beneficial mitigation agreements entered into, and paid, in lieu of statutory developer fees. While such mitigation payments are exempt from the annual reporting requirements of Government Code sections 66001(d) & 66006(b), they are included in the report in order to show a complete picture of collections and expenditures to accommodate student growth generated by new development.
- C. The District has received and expended Developer Fees and mitigation payments in fiscal year 2022-2023 in connection with the District's school facilities ("School Facilities").
- D. In accordance with California Government Code section 66006(a), the District has established a separate capital facilities account or fund, more specifically identified as **Fund 25, Capital Facilities Fund** ("Fund"), deposited these Developer Fees and mitigation payments in the Fund (including interest income earned thereon), maintained the Fund in a manner to avoid any commingling of the Developer Fees and mitigation payments with other revenues and funds of

the District, except for temporary investments, as applicable, and expended the Developer Fees solely for the purposes for which they were collected.

E. Government Code section 66006(b)(1) requires the District to make an annual accounting of the Fund ("Annual Developer Fee Report"), which shall contain the following information for the fiscal year:

- (i) A brief description of the type of Developer Fees in the Fund;
- (ii) The amount(s) of the Developer Fee(s);
- (iii) The beginning and ending balance of the Fund;
- (iv) The amount of the Developer Fees collected and the interest earned;
- (v) An identification of each District public improvement ("Project") that Developer Fees were expended on, and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees;
- (vi) An identification of an approximate date by which the construction of a Project will commence if the District determines that sufficient funds have been collected to complete financing on an incomplete Project, as identified in Government Code section 66001(a)(2), and the Project remains incomplete;
- (vii) A description of each interfund transfer or loan made from the Fund, including the Project on which the transferred or loaned Developer Fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the Fund will receive on the loan; and
- (viii) The amount of refunds made pursuant to Government Code section 66001(e) and any allocations made pursuant to Government Code section 66001(f).

F. Furthermore, Government Code section 66001(d) provides that for the fifth fiscal year following the first deposit of Developer Fees into the Fund, and every five years thereafter, the District shall make all of the following "Findings" with respect to that portion of the Fund remaining unexpended, whether committed or uncommitted, if there are any funds remaining in the Fund at the end of the 2022-2023 fiscal year:

- (i) Identification of the purposes to which the Developer Fees are to be put;
- (ii) Demonstration of a reasonable relationship between the Developer Fees and the purposes for which they are charged;

- (iii) Identification of all sources and amounts of funding anticipated to complete financing of the District's incomplete Projects ("Anticipated Funding"); and
- (iv) Designation of the approximate dates on which the Anticipated Funding is expected to be deposited into the Fund.

When the Findings are required by Government Code section 66001(d), they shall be made in connection with the Annual Developer Fee Report required by Government Code section 66006.

- G. Government Code sections 66001(d) and 66006(b)(2) further require that the Annual Developer Fee Report and the proposed Five-Year Developer Fee Findings be made available to the public within 180 days of the end of the fiscal year, that the Annual Developer Fee Report information and proposed Findings be reviewed by this Board at its next regularly scheduled board meeting held no earlier than 15 days after such information becomes available to the public, and that notice of the time and place of this meeting (as well as the address where the Annual Developer Fee Report and proposed Findings may be reviewed) be mailed at least 15 days prior to this meeting to anyone who has requested it.
- H. The Annual Developer Fee Report for the 2022-2023 fiscal year and proposed Five-Year Developer Fee Findings are attached hereto as Exhibit "A" and incorporated herein. The Superintendent has informed this Board that the Annual Developer Fee Report and proposed Findings were made available to the public on August 28, 2023. The Superintendent has further informed this Board that notice of the time and place of this meeting (as well as the address at which this information has been available for review) was mailed at least 15 days prior to this meeting to anyone who had requested it.
- I. The facts and Findings set forth in the School Facility Fee Resolutions and the District's Justification Study are incorporated herein.
- J. The District has substantially complied with all of the foregoing provisions.
- K. The Superintendent has also informed this Board that there is no new information which would adversely affect the validity of any of the findings made by this Board in its applicable School Facilities Fee Resolutions.
- L. The District's Annual Independent Auditor's Report (Audit) for the 2022-2023 fiscal year is still pending completion. Should any modifications to the 2022-2023 Annual Developer Fee Report and Five-Year Developer Fee Findings be necessary upon completion of the audit, such modifications shall be presented to the public at least 15 days before review and approval by the Board at a regularly scheduled meeting, which shall occur no later than 180-days from the end of the 2022-2023 fiscal year.

2. What This Resolution Does.

This Resolution makes various findings and takes various actions regarding the Fund, including the approval and adoption of the 2022-2023 Annual Developer Fee Report and Five-Year Developer Fee Findings, as required by and in accordance with Government Code sections 66001(d) and 66006(b).

NOW, THEREFORE, BASED ON ALL FINDINGS AND EVIDENCE CONTAINED IN, REFERRED TO, OR INCORPORATED INTO THIS RESOLUTION, AS WELL AS THE EVIDENCE PRESENTED TO THIS BOARD AT THIS MEETING, THE TRACY UNIFIED SCHOOL DISTRICT'S BOARD OF EDUCATION HEREBY FINDS, RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

Section 1: That the foregoing recitals are true and incorporated herein by reference.

Section 2: That, pursuant to Government Code sections 66001(d) and 66006(b)(1) and (2), the District has made available to the public the requisite information and proposed findings concerning collection and expenditure of Developer Fees related to School Facilities for students resulting from new development within the District. Although not required by statute, in the interest of transparency and consistency, the District has further included such information on mitigation payments collected and expended in said Report and proposed Findings. Furthermore, pursuant to Government Code sections 66001(d)(2) and 66006(b)(2), the Board has reviewed the Developer Fees Report and proposed Findings at a public meeting not less than 15 days after the Developer Fees Report and proposed Findings were made available to the public and notice was mailed as required.

Section 3: That, in accordance with Government Code section 66006(b)(2), this Board has reviewed the 2022-2023 Annual Developer Fees Report as contained in Exhibit A (attached hereto and incorporated herein) and determined that it meets the requirements set forth in Government Code section 66006(b)(1).

Section 4: That, in accordance with Government Code section 66001(d), the District's proposed Five-Year Developer Fee Findings as set forth in Exhibit A (attached hereto and incorporated herein) contain the requisite findings and are made in connection with the public information set forth in the Annual Developer Fees Report. The District's School Facility Fee Resolutions and the District's Justification Study, and the Findings set forth therein, are incorporated herein.

Section 5: That the Board hereby determines that all Developer Fees, collections, and expenditures have been received, deposited, invested, expended, and reported in compliance with the relevant sections of the Government Code and all other applicable laws.

Section 6: The Board hereby determines that, because all of the findings required by Government Code section 66001(d) have been made with respect to the fees that were levied as more specifically set forth in Exhibit A, the District is not required to refund any moneys in the Fund as provided in Government Code section 66001(e).

Section 7: That the Board hereby determines that the District is in compliance with Government Code section 66000, *et seq.*, relative to receipt, deposit, investment, expenditure, reporting, or refund of Developer Fees received and expended relative to School Facilities for students generated from new development.

Section 8: That the Board hereby approves and adopts the attached 2022-2023 Annual Developer Fees Report and Five-Year Developer Fee Findings.

Section 9: The Board further directs and authorizes the Superintendent to take on its behalf such further action as may be necessary and appropriate to effectuate this Resolution.

PASSED AND ADOPTED, THIS 12th DAY OF SEPTEMBER, 2023, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District

EXHIBIT A

TRACY UNIFIED SCHOOL DISTRICT'S 2022-2023 ANNUAL DEVELOPER FEE REPORT AND FIVE –YEAR DEVELOPER FEE FINDINGS

(Government Code §§ 66001 & 66006)

2022-2023 FISCAL YEAR

I. Annual Developer Fee Report

The fee amounts reported were authorized by the District's Board of Education.¹ The fees partially mitigate the impact caused by residential and commercial/industrial development and do not adequately fund the school facilities necessary to accommodate student growth.

Each of the capitalized letters A-H, below, correspond to the specific letter and portion of Government Code section 66006(b)(1).

A. FEES COLLECTED IN FUND 25 (CAPITAL FACILITIES FUND):

A brief description of the types of Developer Fees in the Fund:

(1) Statutory Level 1 Developer Fees

- Commercial/industrial development
- Mini-storage category of commercial/industrial development
- New residential development, including Accessory Dwelling Units ("ADU")
- Residential additions, remodels, expansions, reconstruction
- Senior housing

(2) Mitigation Payments² pursuant to voluntary mitigation agreements

- New residential development
- Commercial/industrial development

¹ See Resolution No. 17-24, dated March 13, 2018, and Resolution No. 21-16, dated April 12, 2022.

² Although mitigation payments collected in lieu of statutory developer fees pursuant to various mitigation agreements entered into between the District and certain developers/owners are exempt from the reporting requirements of Government Code section 66001(d) and 66006(b), such mitigation payments are included in this report to provide a complete picture of collections and expenditures necessitated to accommodate student growth generated by new development for purposes of consistency and transparency. Such amounts vary by mitigation agreement, type of development, time of payment, contractual adjustments, and other factors specific to the particular agreement based on terms mutually agreed upon by the parties.

B. AMOUNT OF FEE – The amount of the Developer Fees for the 2022-2023 fiscal year:

Type of Fee Collected					
<i>Effective Date:</i>	1/1/2019	3/24/2020 (K-12 Boundaries)	03/24/2020 (K-8 Feeder Boundaries)	6/11/22 (K-12 Boundaries)	6/11/22 (K-8 Feeder Boundaries)
Level 1 - Residential	N/A	\$4.08/sf	\$1.02/sf	\$4.79/sf	\$1.1975/sf
Level 1 – Commercial/ Industrial	N/A	\$0.66 /sf	\$0.165/sf	\$0.78/sf	\$0.195/sf
Level 1 – Rental/ Mini-storage	N/A	\$0.066/sf	\$0.012/sf	\$0.066/sf	\$0.012/sf
Level 1 – Senior Housing	N/A	\$0.66/sf	\$0.165/sf	\$0.78/sf	\$0.78/sf
Mitigation Payments	\$7,293.18 / SFD (COC);	N/A	N/A	N/A	N/A

C. BEGINNING & ENDING FUND BALANCE FOR FISCAL YEAR 2022-2023:

July 1, 2022 Beginning Fund Balance:	\$52,296,036.33
June 30, 2023 Ending Fund Balance:	\$41,983,980.79 ³⁴

³ The District's practice is to transfer funds held in Fund 25, which accounts for developer fees, upon full project completion. Thus, the Ending Balance is not a true reflection of the available Fund 25 balance because it does not account for expenditures made for projects from other accounts, but not yet transferred or for planned projects or projects in the preliminary development stages for which amounts have been encumbered / committed by contract or otherwise, but not yet expended.

⁴ The Ending Balance reflects deductions of amounts listed in Tables E, G, and H. As reflected in Table F, the District has incomplete funded projects totaling \$53,482,777 and an additional planned (unfunded) projects exceeding \$48,000,000. These amounts far exceed the Ending Balance.

D. REVENUE:

The amount of the Developer Fees collected and the interest earned for the 2022-2023 fiscal year:

Amount of fees collected (gross):	\$ 3,613,242.73
Interest earned:	\$ 1,308,614.00
TOTAL REVENUE (GROSS):	\$ 4,921,856.73

E. EXPENDITURES:

Projects on which Developer Fees were expended during the 2022-2023 fiscal year and the amount of the expenditures on each Project, including the total percentage of the cost of the Project that was funded with Developer Fees:

Project	Amount Expended in 2022-2023 Fiscal Year	% Funded with Developer Fees
Library Refurbishment Projects to create flexible space for expanded learning to maintain existing levels of service due to increased demand on the facilities generated by new development (North, Monte Vista, South West, Villalovoz)	\$ 337,647.07 (Contract value = \$491,713.45; \$104,075.96 expended FY 2021-22)	100%
Accessibility and access work to maintain existing levels of service due to increased demand on the facilities generated by new development (Villalovoz ES)	\$554,528.00 (Contract value = \$667,528)	100%
Architectural planning and support services for multiple facilities projects due to increased demand on the facilities generated	\$24,881.60 (Contract value = \$222,000; FY 23/24 - \$99,451.40)	100%

by new development (RGMK)		
Inspection and testing support services for multiple facilities projects due to increased demand on the facilities generated by new development (Kimball West HS and Tracy HS)	\$15,000.00 (Contract value = \$78,000; Expended FY 2023/24 - \$15,000)	100%
Professional/Consulting Services – Dannis Woliver Kelley legal fees in connection with the adoption of Developer Fees and requisite reporting	\$ 200,471.46	100%
McKinley Elementary - Kinder Playground Structure & Playground Upgrades Project at McKinley Elementary to maintain existing levels of service due to increased demand on the facilities generated by new development	\$ 155,386.06	100%
Modular Building Expansion at multiple sites to accommodate student growth generated by new development	\$4,059,555.29 (Project value: \$12,276,292.00, also referenced in Table F)	100%
West High School Tennis Court Renovation Project (to maintain existing levels of service due to increased demand on the facilities generated by new development)	\$8,100 (Also referenced in Table F)	100%
Kimball High School Tennis Court Renovation (to	\$1,011,370.00 (Also referenced in Table F)	100%

maintain existing levels of service due to increased demand on the facilities generated by new development)		
Reimbursement of Direct and Administrative Costs Incurred for Collecting Developer Fees for 2022-2023 Fiscal Year (up to 3% of amount of Developer Fees collected in same fiscal year)*	\$108,397.20 (3% of revenues 2022/23 FY developer fee revenues of \$3,613,242.73)	3% of fees collected
Other Set-Aside:	\$7,337,878.42 ⁵	100%
TOTAL	\$13,813.215.10	

*(Ed. Code § 17620(a)(5))

F. INCOMPLETE PROJECTS FUNDED WITH DEVELOPER FEE REVENUES:

Incomplete Projects for which sufficient funds have been collected (as of the end of the 2022-2023 Fiscal Year) to complete financing of the Project, and the approximate date by which construction of the Project will commence:⁶

Incomplete Projects for Which Sufficient Funds Have Been Collected to Complete Financing of Project	Approximate Date Construction Will Commence	Anticipated Funding Amount
West High School Agricultural Center Expansion Project Phase 1 (to accommodate student growth generated by new development) and Tennis Court Renovation Project (to maintain existing levels of service due to increased demand on the facilities generated by new development)	Fall 2023	\$3,628,485 (\$3,023,738.00 plus \$604,747 (20% non-design related soft costs) ⁷

⁵ Reflects \$5,241,341.73 to address potential adverse outcome in litigation involving developer fee dispute plus \$2,096,536.70 interest at 8% per year (\$419,307.34/yr.) multiplied by five years.

⁶ Due to the COVID-19 pandemic and associated impacts such as labor shortages, etc., the District has been unable to initiate as many projects as anticipated in previous reports.

⁷ Soft costs other than design fees include construction manager, IOR, special inspectors, DSA expenses, etc.

West High School Agricultural Center Expansion Project Phase 2 -construction costs (AG Shop and Training Facility) (to accommodate student growth generated by new development)	Winter 2025/26	\$14,400,000 (\$12,000,000.00 plus \$2,400,000 (20% non-design related soft costs))
West High School Agricultural Center Expansion Project Phase 2 -Architectural Services (AG Shop and Training Facility) (to accommodate student growth generated by new development)	Winter 2025/26	\$1,000,000.00
Tracy High School Tennis Court Renovation Project (to maintain existing levels of service due to increased demand on the facilities generated by new development)	Winter 2023/24	\$ 880,000
Kimball High School Tennis Court Renovation (to maintain existing levels of service due to increased demand on the facilities generated by new development)	Winter 2023/24	\$ 2,328,000.00
Modular Building Expansion at multiple sites, including Poet School outdoor classroom project (to accommodate growth generated by new development)	Winter 2023/24	\$12,276,292.00
Expansion of TK/Kindergarten Facilities (to accommodate student growth generated by new development and maintain existing levels of service due to the increase demands on the facilities generated by new development)	Winter 2025-2026	\$14,400,000 (\$12,000,000.00 plus \$2,400,000 (20% non-design related soft costs))
Architectural Services for TK/Kindergarten Facilities (to accommodate student growth generated by new development and maintain existing levels of service due to the increase demands on the facilities generated by new development)	Winter 2025-2026	\$900,000.00
Architectural services for Tracy High School Gym and Aquatic Center Expansion of Facilities (to accommodate growth generated by new development and to maintain existing levels of service due to the increase demands on the facilities generated by new development).	Winter 2025-2026	\$1,575,000.00

Architectural services for Kimball High Expansion of Classroom Facilities (to accommodate student growth generated by new development and to maintain existing levels of service due to the increase demands on the facilities generated by new development).		\$655,000.00
Architectural services for West High School Theater and Auditorium Expansion (to maintain existing levels of service due to the increase demands on the facilities generated by new development).	Winter 2024-2025	\$1,215,000.00
Justification Study	Winter 2023-2024	\$ 100,000.00 (estimated)
Site Facility Condition Assessments, Site Master Planning, And A District-Wide, Comprehensive Master Facilities Plan	Winter 2023-2024	\$ 125,000.00 (estimated)
Total:		\$53,482,777.00 (estimated)

In approximately 2024, the District intends on gathering all relevant data and contracting with a consultant in order to prepare an updated Developer Fee Justification Study that coincides with the State Allocation Board's ("SAB") 2024 biennial adjustment to the amount of Level 1 residential and commercial/industrial Developer Fees, which typically occurs every other year at the SAB's January meeting.

Additionally, the District intends to expand its classroom counts to accommodate for the additional student growth and construct new classrooms or retrofit existing school facilities for the purpose of providing facilities to house student enrollment growth. Additional projects not yet funded, but in planning to address additional District facility demands due to development include:

- Tracy High School Gym and Aquatic Center Expansion of Facilities - \$24,000,000.
- Kimball High Expansion of Classroom Facilities - \$12,000,000.
- West High School Theater and Auditorium Expansion - \$12,000,000.
\$48,000,000
(estimated)

G. INTERFUND TRANSFERS & LOANS:

Description of each interfund transfer or loan made to and/or from the Fund for the 2022-2023 fiscal year:

Amount of Interfund Transfer or Loan	Project that Transferred or Loaned Fees Expended on	Date Loan to be Repaid on (Loans Only)	Rate of Interest on Loan (Loans Only)
\$1,383,470.77	Interfund transfers to reimburse for projects identified in Table E, above	N/A	N/A

Table G reflects amounts not yet transferred from the developer fee account, but that have been encumbered and/or spent from other accounts, and will be transferred out of the developer fee account in the FY 2023/24. These include:

- o \$79,790,17 in professional service fees (legal expenses) in connection with the adoption of developer fees and requisite reporting for Fiscal Years 2017/18 through 2021/22 inadvertently not previously transferred;
- o \$1,303,680.60 (\$43,456,001.86 x 0.03) for Fiscal years 2012/13 through 2021/22 inadvertently not previously transferred. (Ed. Code, §17620(a)(5).)⁸

H. REFUNDS & ALLOCATIONS:

The amount of refunds made pursuant to Government Code section 66001(e) and allocations made pursuant to Government Code section 66001(f) for the 2022-23 fiscal year:

Refunds Made:	\$36,465.90 ⁹
Allocations Made:	N/A

II. **Five-Year Developer Fee Findings**

The following findings are made in connection with the public information set forth in Tracy Unified School District's 2022-2023 Annual Developer Fee Report. The District hereby further incorporates its Findings set forth in its School Facility Fee Resolutions and the District's Justification Study as though fully set forth herein.

⁸ Current District practice is to transfer administrative costs from the developer fee fund every 10 years.

⁹ Refund issued on or about February 21, 2023, in connection with an inadvertent duplicate payment previously received on the same five lots.

Each of the capitalized letters A-D, below, correspond to the specific letter and portion of Government Code section 66001(d)(1).

A. PURPOSE TO WHICH DEVELOPER FEE IS TO BE PUT (Gov. Code § 66001(d)(1)(A)):

With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2022-23 fiscal year, the purpose of the Developer Fees is to finance the construction or reconstruction, including refurbishment, of School Facilities necessary to accommodate student population growth resulting from development, cover costs attributable to the increased demand for School Facilities reasonably related to new development and necessary to maintain existing levels of service, and reduce overcrowding caused by the development on which the fees were levied. As necessary, the fees will be used to provide interim housing for children generated by new development and for other school-related considerations relating to the District's ability to accommodate enrollment growth generated from new development as permitted by law. Likewise, fees will also be used for other indirect and support services related to construction and reconstruction of School Facilities necessitated by growth resulting from new development, including administrative costs in connection with the collection of fees, and legal fees and other costs connected with the establishment of the fee and the required reportings. Projects (and other school-related considerations) include, without limitation, the projects listed above under Section F of the Annual Developer Fee Report, along with those projects identified in the District's Facilities Master Plan, board approved May 12th, 2015 (incorporated herein by reference), which identify additional school facilities needed in our around communities most greatly affected by large development projects including, without limitation, schools serving the Tracy Hills Specific Plan attendance area.

Note: In the winter 2023-2024, the District will commission a site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority for future construction.

B. REASONABLE RELATIONSHIP BETWEEN DEVELOPER FEE & PURPOSE (Gov. Code § 66001(d)(1)(B)):

There is a reasonable relationship between the Developer Fees charged for residential and commercial/industrial development and the purposes for which they will be expended, as described in Paragraph A, in that the students that are generated by residential and commercial/industrial development will be accommodated by the School Facilities for which the Developer Fees are expended. The District does not have adequate facilities to accommodate students from new development and, thus, there is a reasonable relationship between the Developer Fees charged and the need for construction and reconstruction, including refurbishment, of School Facilities. The Developer Fees collected do not exceed the cost of accommodating students generated by development. Rather, the Developer Fees only partially mitigate the impact caused by residential and commercial/industrial development and do not adequately fund the School Facilities necessary to accommodate student growth. Please refer to the District's Justification Study and mitigation agreements for further details concerning the reasonable relationship between the fee's use and type of development project

on which the fee is imposed, the reasonable relationship between the need for the school facilities and the type of development project on which the fee is imposed, and the reasonable relationship between the amount of the fee and the cost of the school facilities.¹⁰

C. ANTICIPATED SOURCES & AMOUNTS OF FUNDING TO COMPLETE FINANCING OF INCOMPLETE PROJECTS (Gov. Code § 66001(d)(1)(C)):

With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2022-2023 fiscal year, the sources and amounts of Anticipated Funding to complete financing of any incomplete improvements identified in Paragraph A are as follows:

<u>Anticipated Source of Funding</u>	<u>Anticipated Amount of Funding¹¹</u>
Developer Fees	See Section F of Annual Report; See Section A, above
Matching State Funds	See footnote 11.
Total Anticipated Funding:	See Section F of Annual Report; See Section A, above

Note: The District has commissioned site facility condition assessments, site master planning, and a district-wide, comprehensive master facilities plan, which will also include a plan for funding the District's long-term facility needs. These documents will include lists of recommended projects, in order of need and priority. Developer Fees will be included in the funding model, to address construction/renovation (refurbishment) needs resulting from increased student enrollment due to development. Preliminary anticipated costs of unfunded facilities needed exceed \$48,000,000.00.

D. APPROXIMATE DATE THAT ANTICIPATED FUNDING IS EXPECTED (Gov. Code § 66001(d)(1)(D)):

With respect to only that portion of the Developer Fees Fund remaining unexpended at the end of the 2022-2023 fiscal year, the following are the approximate dates on which the Anticipated Funding referred to in Paragraph C above is expected to be deposited into the Fund:

<u>Anticipated Source of Funding</u>	<u>Anticipated Date of Funding Expected</u>
Developer Fees (including Mitigation Payments)	End of FY 2026 ¹²
Total Anticipated Funding:	N/A

¹⁰ In connection with the adoption of this Annual and Five-Year Report, the District's Board reviewed and considered the District's March 2, 2018, Justification Study, which was originally adopted by the Board on March 13, 2018, and reconsidered by the Board on August 22, 2023. The District's Justification Study and subsequent Board action is incorporated herein by reference.

¹¹ If the District receives State of California funding, the payment allocation will be 60% developer fees, 40% State funding. Otherwise, developer fees will account for 100% of project funding. Based on past State funding applications, there is no guarantee the District will receive State funding.

¹² Based on projected current school facility needs.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 28, 2023
SUBJECT: Adopt Resolution No. 23-03 Recertifying the Appropriation "Gann"
Limits for the 2022/23 School Year for Tracy Joint Unified School
District

BACKGROUND: In November 1979 the California electorate adopted Proposition 4, commonly called the Gann Amendment. The provisions of the Gann Amendment establish maximum Appropriation Limitations, commonly called "Gann Limits," for public agencies, including school districts.

Local education agencies are required to report their Appropriations Limit to the State Superintendent of Public Instruction and to the State Director of Finance. The District is required to calculate a Gann Limit for 2023/24 in accordance with the provisions of Senate Bill 98 and applicable statutory law.

The attached resolution of the recertified Gann Limit for 2022/23 fiscal year has been made in accordance with applicable constitutional and statutory law and does not exceed the limitations imposed by Proposition 4.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution No. 23-03 Recertifying the Appropriation Limits for the 2022/23 School Year for Tracy Joint Unified School District.

Prepared by: Tania Salinas, Assoc Supt of Business Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 23-03
Recertifying the Appropriation “Gann” Limits
for the 2022/23 School Year for Tracy Joint Unified School District**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article established maximum appropriation limitations, commonly called “Gann Limits,” for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann Limit for the 22/23 fiscal year and a projected Gann Limit for the 23/24 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann Limits for the 22/23 and 23/24 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IF FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 22/23 and 23/24 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED, THIS 12th DAY OF SEPTEMBER 2023, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 30, 2023
SUBJECT: Adopt Villalovoz Elementary School ASB Constitution and By-Laws

BACKGROUND: The Governing Board recognizes that student organizations can provide students with an opportunity to conduct worthwhile cocurricular activities beyond those provided by the district can help students learn about effective financial practices. Villalovoz Parent Faculty Club disbanded after the 22/23 school year. The dissolution of the club necessitated the establishment of an ASB at Villalovoz.

RATIONALE: The Governing Board must adopt general operating rules to ensure proper supervision and control of the activities of each student body organization. This agenda item meets Strategic Goal #3 – Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A.

RECOMMENDATION: Adopt Villalovoz Elementary School ASB Constitution and By-Laws.

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

Constitution of
Villalovoz Elementary School
Associated Student Body

- ARTICLE I This body shall be known as the Villalovoz Elementary School Student Council
- ARTICLE II The purpose of this body shall be to represent the views of the student body, to provide service and activities for the school and the community and to provide leadership training and experience for the students
- ARTICLE III 1) The student council has the right to express student opinions and to function as the governing body of the students
2) The Villalovoz Elementary School Principal is hereby given the power to veto any Student Council Decision he/she feels is not in the interest of the school and the community
- ARTICLE IV 1) The Student Council shall consist of:
 1 ASB School President
 1 ASB School Vice-President
 1 ASB Secretaries
 Remaining members will activities commissioners.
 There shall be 1 representative from each class in grades 4-5 with 3rd grade as an option.
2) Each officer shall have one (1) vote in all student council decisions
3) Each class shall have one (1) vote in all student council decisions
- ARTICLE V 1) Officers shall be selected in Aug/Sept of each school year by application.
 Each applicant for an officer position shall:
 a) have not received any suspension in the preceding trimester
 b) have not missed more than 5 days in the preceding trimester
 c) have not have more than three detentions in the preceding trimester
 d) have a letter of recommendation from their teacher
2) Class representatives shall be selected by their class one week prior to the first student council meeting. Each representative shall:
 a) have not received any suspensions in the preceding trimester
 b) have not missed more than 5 days of school in the preceding trimester
 c) have not received more than 3 detentions in the preceding trimester
3) After the selection of the applicants for officer, the representatives for each grade will vote for president. The winner of the election shall be president, the runner up shall be vice-president. All other applicants will be given their choice of position based on the time they turned their application in
- ARTICLE VI The student council will meet at least once a month, or more often as voted on by the majority of the student council officers.

APPENDIX B
Rules governing all student council meetings

- 1) All meeting will start with the President calling the meeting to order and announcing the time it begins
- 2) The members of the student council will follow the beginning of each meeting with the Pledge of Allegiance.
- 3) Each meeting must follow the agenda as presented to the student council members before the meeting, unless a motion to break with the agenda is made, seconded, and voted on by a majority of voting members
- 4) The chair of the meeting (the president, vice-president, or activities commissioner as required) will recognize those members of the council who wish to speak after they have raised their hand and waited to be recognized
- 5) Any member who is speaking must stand while speaking. After speaking he/she must sit, and wait to be recognized by the chair to speak again. No member may interrupt the speaker while he/she is speaking, unless recognized by the speaker by raising their hand.
- 6) Any and all decisions presented to the student council must be motioned by a voting member of the council, and seconded by another voting member. Each member may only motion and/or second once per meeting
- 7) The meeting may not end until a voting member motions for dismissal, the motion is seconded, and a majority of members vote in favor of adjourning.

- ARTICLE VII The duties of the officers is outline in Appendix A
- ARTICLE VIII The constitution must be ratified by a two-thirds vote of the student council, representing all tracks.
- ARTICLE IX Amendments to this constitution require a two-thirds vote of the student council, representing all tracks

BYLAWS

- ARTICLE I The number of voting members of the student council needed to constitute a quorum is one-half plus one
- ARTICLE II Standing special committees of the council will be determined by the ASB Officers
- ARTICLE III Any vacated ASB office will be filled by appointment. Approval of the appointment must require a majority vote of the student council
- ARTICLE IV The student council shall conduct its business using a modified Roberts Rules of Order and/or a modified Interaction Method of Meeting Skills as defined in Appendix B

APPENDIX A

- PRESIDENT The president (also referred to as ASB President) is responsible for the running of all student council meetings while he/she is on track, as well as attending all student council related meetings as possible. He/she must meet with the staff advisor fifteen (15) minutes prior to all meetings and stay after every meeting until all business is completed. He/she must work with the secretary to write the minutes of the meetings and deliver them to the principal and/or his/her representative in the school office. The president must attend all student council events, and work with all committees to make sure they are properly doing their assigned tasks. The president will be responsible for making weekly announcements with the Activities Commissioner. The president must stay until the end of every student council related activity as possible.
- VICE PRESIDENT The vice-president (also referred to as the ASB Vice-President), is responsible for each of the president's jobs, if and when the president is unable to complete them, not limited to and including all off track period and absences.
- SECRETARY The secretary (also referred to as ASB Secretary) is responsible for the taking of minutes at each student council meeting. He/she must meet with the president and staff advisor fifteen minutes before each meeting, and stay after until all business is accomplished. He/she must work with the president after every meeting to type up and then deliver the minutes of every meeting to the principal and/or his/her representative in the school office. The secretary will also be responsible for announcing the ASB budget at each meeting
- ACTIVITES COMMISSIONERS The activities commissioner (also referred to as ASB Activities Commissioner) is responsible for arranging and planning all activities committee meetings with the staff advisor. He/she is responsible for running the activities committee meetings, and for organizing any committees for specific activities as necessary. These committees include, but are not limited to: cleaning, promotion, and setup. The Activities Commissioner will work with the president in the making of all weekly announcements. The activities commissioner must remain at all student council activities until the last group and/or committee is finished, as possible.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Educational Services
DATE: August 23, 2023
SUBJECT: **Adopt Resolution #23-01: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District**

BACKGROUND: California Education Code 60119 and 5 CCR 9531 require that the governing board annually makes a determination through a resolution that each pupil in each school in the District has sufficient textbooks or instructional materials, including materials in a digital format under specified conditions, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the State Board.

RATIONALE: The resolution is a requirement of the state audit guide and the terms of the Williams Settlement. This item aligns with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: No cost to the District.

RECOMMENDATION: Adopt Resolution #23-01: A Declaration that there are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 23-01**

**DETERMINATION OF SUFFICIENT TEXTBOOKS ALIGNED TO THE
CONTENT STANDARDS AND INSTRUCTIONAL MATERIALS
2023-24**

Whereas, the Governing Board of Tracy Unified School District, in order to comply with the requirements of Education Code 60119 held a public hearing on September 12, 2023, at 7:00 PM, which is on or before the eighth week of school (between the first day that students attend school and the end of the eighth week from that day) and which did not take place during or immediately following school hours, and;

Whereas, the Board provided at least 10 days' notice of the public hearing by posting it in at least three public places within the District stating the time, place, and purpose of the hearing, and;

Whereas, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

Whereas, information provided at the public hearing detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Tracy Unified School District, and;

Whereas, the definition of “sufficient textbooks or instructional materials” means that each student, including each English learner, has a standards-aligned textbook and/or instructional materials to use in class and to take home, which may include materials in a digital format but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage, and;

Whereas, between the 2008-09 through the 2023-24 fiscal years, the definition of “sufficient textbooks or instructional materials” also means that all students who are enrolled in the same course within the Tracy Unified School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

Whereas, sufficient textbooks or instructional materials were provided to each student, including each English learner, that are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks in the following subjects:

- ENGLISH LANGUAGE ARTS (K-8), adopted 2017 (implemented 2017 in K-5 and 2018 in 6-8)

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Wonders</i>	McGraw Hill	2017
6-8	<i>StudySync</i>	McGraw Hill	2017
K-5 Bilingual	<i>Maravillas</i>	McGraw Hill	2017

- MATHEMATICS (K-8), adopted 2014 and 2015:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>My Math</i>	McGraw-Hill	2014
K-5 Bilingual	<i>Mis Matemáticas</i>	McGraw-Hill	2014
6-8	<i>Digits</i>	Pearson	2015
Algebra Readiness, Special Education Math	<i>Bridge to Algebra</i>	Carnegie Learning	2014
Algebra 1, Special Education Algebra	<i>Algebra 1</i>	Houghton Mifflin Harcourt	2015
Geometry, Special Education Geometry	<i>Geometry</i>	Houghton Mifflin Harcourt	2015
Algebra 2	<i>Algebra 2</i>	Houghton Mifflin Harcourt	2015

- SCIENCE (K-8), adopted 2022:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>Science Dimensions</i>	Houghton Mifflin Harcourt	2020
6-8	<i>Amplify Science</i>	Amplify	2018

- HISTORY-SOCIAL SCIENCE adopted 2019:

Grade Level/Course	Adopted Materials	Publisher	Copyright
K-5	<i>myWorld Interactive</i>	Pearson	2019
K-5 Bilingual	<i>miMundo Interactivo</i>	Pearson	2019
6-8	<i>World History: Ancient Civilizations-6th</i> <i>World History: Medieval and Modern Times-7th</i> <i>American Stories-8th</i>	National Geographic Learning / Cengage	2019

- ENGLISH LANGUAGE ARTS (High School), adopted 2008 and 2017:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc English, Adv Eng 1, AgSci Adv Eng 1, Beg ELD, ELD 9, English 1, Eng 1 Acad, English 1 MHSA, English 1 PreAP, Eng 1 AcadPreAP, Eng 1 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync</i> (9)	McGraw Hill	2017
Acc English, Adv Eng 2, AgSci Adv Eng 2, Beg ELD, ELD 10, English 2, Eng 2 Academy, English 1 MHSA, Eng 2 PreAP, Eng 2 Acad PreAP, Eng 2 PreAP MHSA, Modified Eng, Newcomer ELD	<i>StudySync</i> (10)	McGraw Hill	2017
Acc English, AgSci Eng 3, AP English Lit, Beg ELD, ELD 11, English 3, English 3 Acad, English IB HL1, Modified Eng, Newcomer ELD	<i>StudySync</i> (11)	McGraw Hill	2017
AP English Lang	<i>The Language of Composition</i>	Bedford/St. Martins (VHPS)	2008
Acc English, AgSci Eng 4, AP English Lit, Beg ELD, ELD 12, English 4, English 4 Acad, English 4 MHSA, English IB HL2, Modified Eng, Newcomer ELD	<i>StudySync</i> (12)	McGraw Hill	2017

- MATHEMATICS (High School), adopted 2015, 2017, and 2021:

Grade Level/Course	Adopted Materials	Publisher	Copyright
Acc Math, Algebra Read, Mod Math	<i>Bridge to Algebra</i>	Carnegie Learning	2011
Acc Algebra, Acc Bas Alg, Algebra 1, Algebra 1A, Algebra 1B, Algebra 1 MHSA, Algebra 1 w/Sup, Mod Algebra	<i>HMH Algebra 1 Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
Geometry, Geometry ELL, Geometry MHSA, Geometry PreAP	<i>HMH Geometry Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
Adv Algebra 2, Algebra 2, Alg 2 PreAP	<i>HMH Algebra 2 Volume 1 & 2</i>	Houghton Mifflin Harcourt	2015
AP Statistics	<i>The Practice of Statistics, 5e</i>	W. H. Freeman	2018
Calculus AP (AB), Calculus AP (BC)	<i>Calculus, 11e</i>	Cengage Learning	2016
AP Comp Sci A	<i>Objects First with Java; a Practical Introduction Using BlueJ</i>	Pearson Education	2012
Adv Math, PreCal, Pre-Calculus	<i>PreCalculus w/Limits; A Graphing Approach 7e</i>	Cengage	2016
IB Math	<i>Mathematics: Applications and Interpretation, Standard Level 1e</i>	Oxford University Press	2019

- SCIENCE (High School), adopted 2007, 2022 and 2023:

Grade Level/Course	Adopted Materials	Publisher	Copyright
AP Biology	<i>Biology for the AP Course</i>	Bedford St Martins	2022
Biology IB HL1, Biology IB HL2	<i>Biology Course Companion</i>	Oxford University Press	2023
ENH Biology, ENH Biology Acad	<i>Inquiry Into Life</i> <i>Biozone</i> (digital website)	McGraw Hill	2022
Biology, Biology Ag, Biology ELL, Biology MM, Mod Biology	<i>CA Inspire Science</i>	McGraw Hill	2020
AP Chemistry	<i>Chemistry: The Central Science</i> , 10th ed	Prentice Hall	2006
Chemistry, Chemistry Acad, Chemistry Ag, Chemistry ELL, Chemistry MM	<i>STEMscopes</i>	Accelerate Learning	2022
Physics, Physics Acad, Physics Ag, Physics MM, ENH Physics	<i>Physics</i>	Discovery Education	2022
Ag Earth Science, Astronomy, Earth Sci, Earth Sci ELL, Mod Earth Sci	<i>Earth Science</i>	Holt	2006
AP Environmental Science	<i>Environmental Science for AP</i>	W.H. Freeman & Co.	2012
Human Physiology Human Physiology ELL	<i>Essentials of Human Anatomy and Physiology</i> , 13 th edition	Prentice Hall	2022
ENH Chem, ENH Chem Acad	<i>Modern Chemistry</i>	Holt	2006
AP Physics 1	<i>Cutnell Physics, AP Edition</i>	Wiley Houghton Mifflin	2018
AP Physics C	<i>Fundamentals of Physics</i> , 8th ed	People's Publishing/Wiley	2007
Physics IB SL	<i>Physics for the IB Diploma</i> , 5th ed	Cambridge University Press	2007
Lab Research BioTech 1-3, BioTechnology 1-3	<i>Biotechnology: Science for the New Millennium</i> , 1 st ed	EMC Paradigm Publishing	2007
Environmental Systems and Societies IB	<i>Environmental Systems and Societies for the IB Diploma</i> , 2 nd ed	Cambridge University Press	2016

- HISTORY / SOCIAL SCIENCE (High School), adopted 2006, 2015, 2019, 2022:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Grade 12			
AgSci Govt/Econ, Amer Govt/Econ, Govt/Econ ELL, Mod Econ/Govt	<i>Magruder's American Government</i>	Pearson	2019
AgSci Govt/Econ, Amer Govt/Econ, Econ/Amer Govt, Govt/Econ ELL, Mod Econ/Govt	<i>Economics Principles in Action</i>	Pearson	2019
IB H History of the Americas 2	<i>Making America</i>	Cengage	2019
	<i>History of the Americas, 1880-1981</i>	Oxford University Press	2015
	<i>The Mexican Revolution 1884-1940</i>	Hodder	2014
	<i>The Move to Global War</i>	Oxford University Press	2015
AP US Gov & Politics	<i>American Government: Stories of a Nation</i>	Bedford, Freeman, and Worth	2021
Grade 11			
AgSci US Hist, Modif US Hist, US History, US History ELL	<i>U.S. History 1877 to the Present: America Through the Lens</i>	National Geographic Learning/Cengage	2019
AP US History	<i>American History: Connecting with the Past, 15th ed.</i>	McGraw Hill	2015
IB H History of the Americas 1	<i>A People and a Nation</i>	Cengage	2019
	<i>Latin America: An Interpretive History</i>	Pearson	2017
	<i>Major Problems in American History</i>	Cengage	2017
Grade 10			
World History, Special Education World History			
Pre IB AgSci SS 2 (THS only), World History Pre-AP	<i>Modern World History</i>	Houghton Mifflin Harcourt	2019
Pre IB History of the Humanities/Advanced World History (THS only)	<i>Modern World GCSE</i>	Social Studies School Service	2002
	<i>World History, Volume II-Since 1500</i>	Thomson/Wadsworth	2007
	<i>Ways of the World Since 1200</i>		2020
AP World History	<i>Thinking Through Sources for Ways of the World</i>	Bedford/St Martins	2020

- WORLD LANGUAGES, adopted 2012, 2023:

Course / Grade Level	Adopted Materials	Publisher	Copyright
Spanish 1	<i>Senderos, Lv 1</i>	Vista Higher Learning	2023
Spanish 2	<i>Senderos, Lv 2</i>	Vista Higher Learning	2023
Spanish 3 PreAP, Spanish IB HL1	<i>Senderos, Lv 3</i>	Vista Higher Learning	2023
AP Spanish Language and Culture	<i>TEMAS</i>	Vista Higher Learning	2020
Spanish IB HL2, Spanish 5	<i>Senderos, Lv 4</i>	Vista Higher Learning	2023
AP Spanish Literature	<i>Reflexiones; Introduccion a la literatura hispanica</i>	Pearson	2013
Spanish/Spanish Spkrs 1	<i>Galeria Lv 1</i>	Vista Higher Learning	2023
Spanish/Spanish Spkrs 2	<i>Galeria Lv 2</i>	Vista Higher Learning	2023
French 1	<i>Chemins Lv 1</i>	Vista Higher Learning	2023
French 2	<i>Chemins Lv 2</i>	Vista Higher Learning	2023
French 3 PreAP, French IB HL1	<i>Chemins Lv 3</i>	Vista Higher Learning	2023
French IB HL2	<i>Le monde en francais</i>	Advance Materials	2011
AP French Lang	<i>Chemins Lv 4</i>	Vista Higher Learning	2023

- ENGLISH LANGUAGE DEVELOPMENT MATERIALS, adopted 2007:

Grade Level	Adopted Materials	Publisher	Copyright
6-8	<i>StudySync</i>	McGraw Hill	2017
9-12			
Beginning ELD			
Intermediate ELD			
Early Advanced ELD	<i>StudySync</i>	McGraw Hill	2017
Advanced ELD			
English I, II, III, IV			

Whereas, sufficient textbooks or instructional materials were provided to each student enrolled in foreign language or health classes, and;

Whereas, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

Therefore, it is resolved that for the 2023-2024 school year, the Tracy Unified School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

APPROVED AND ADOPTED, this 12th day of September, 2023 at a meeting, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

 President
 Board of Trustees
 Tracy Unified School District

 Clerk
 Board of Trustees
 Tracy Unified School District



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 22, 2023
SUBJECT: Adopt Revised Board Policy and Acknowledge Administrative Regulation 4144 and 4244 Complaints (First Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Board Policy 4144, 4244 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy and Acknowledge Administrative Regulation 4144 and 4244 Complaints (First Reading).

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

GRIEVANCES/COMPLAINTS

The Governing Board recognizes the need to establish a process to allow employees and job applicants to have their concerns heard in an expeditious and unbiased manner. The Board expects that employees will make every effort to resolve complaints and disagreements informally before filing a complaint.

The Board prohibits retaliation against complainants. The Superintendent or designee may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint.

All matters related to a complaint shall be kept confidential and any document, communication, or record regarding the complaint shall be placed in a separate file and shall not be placed in an employee's personnel file.

Specific procedures shall be established for individuals to appeal their problems to the Governing Board if redress is not obtained through established channels.

The Governing Board believes that the quality of the educational program can improve when the District listens to complaints, considers differences of opinion, and resolves disagreements through an established objective process.

For additional information on this subject refer to:

BP/AR 4115.5—Complaints Concerning District Employees (Certificated)

BP/AR 4215.5—Complaints Concerning District Employees (Classified)

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

~~TRACY TEACHERS ASSOCIATION
TRACY SECONDARY EDUCATORS ASSOCIATION~~

GRIEVANCES/COMPLAINTS (continued)

~~The Governing Board recognizes that provisions for dealing with grievances are an essential part of good personnel administration.~~

~~The Governing Board expects the superintendent of schools to establish procedures for dealing promptly and equitably with complaints which may be resolved expeditiously without resorting to more formal grievance procedures.~~

~~Specific procedures shall be established for individuals to appeal their problems to the Governing Board if redress is not obtained through established channels.~~

~~NOTE: A "grievance" must be based upon an alleged violation of a specific provision of an employee organization contract. "Complaints" from employed personnel regarding alleged misapplication of policies, rules, regulations and procedures outside the scope of an employee organization contract will be dealt with as provided by said policies, rules, regulations and procedures.~~

Legal Reference:

GOVERNMENT CODE

3543	(re public school employees' rights)
3543.1	Rights of employee organizations
53296	Definitions
53297	Filing complaint
53298	Reprisals
53298.5	Violations; punishment

Policy Adopted:

HS BD: 11/20/85
EL BD: 7/6/82

Policy Revised:

Joint Board: 4/22/97

GRIEVANCES/COMPLAINTS

A. Purpose and Scope

To provide guidance and direction for District personnel regarding ~~grievances and/or~~ complaints.

B. General

1. The Superintendent shall establish procedures for dealing promptly and equitably with complaints which may be resolved expeditiously without resolving to more formal grievance procedures.
2. Specific procedures shall be established for individuals to appeal their complaints to the Governing Board if redress is not obtained through established channels.
3. **Definition: A “complaint” shall be defined as an alleged misapplication of the policies and/or regulations of the district.**
4. ~~A grievance must be based upon an alleged violation of a specific employee organization contract.~~

C. ~~Forms Used and Additional References~~

Grievance form

D. Complaint Procedure

Grievances

1. Definitions

- a. ~~A “grievance” is a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of the employee agreement. (See employee agreement for procedures)~~
- b. ~~A “grievant” may be any member of the bargaining unit covered by the terms of an agreement between the bargaining unit and the Governing Board of this school district.~~

GRIEVANCES/COMPLAINTS (continued)

- e. ~~A “day” (for the purposes of this grievance procedure) is any day on which the central administrative office of this school district is open for business.~~
- d. ~~The “immediate supervisor” is the building principal or administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.~~

Complaints

1. Definition

~~A “complaint” shall be defined as an alleged misapplication of the policies and/or regulations of the district as set forth in this manual. Procedures for a complaint are established by the administration and provide a route of appeal through channels to the Governing Board, if necessary. Complaints and other matters for which a specific method of review is provided by law, by the policies of the Governing Board, or board adopted regulations, or by the administrative regulations and procedures of this school district are not within the scope of the procedure for grievances as defined above.~~

2. Procedure for Complaints

The official path of communication in dealing with complaints is as follows:

Step 1:

- a. Employee should **first** confer about information, questions, complaints and problems with their immediate supervisor and/or their **site/building** principal.
- b. If the situation is one that can be handled at the immediate supervisor level, the supervisor shall proceed to take whatever action is necessary. ~~At the building level the principal is the immediate supervisor.~~

- c. The immediate supervisor shall, in turn, inform the superintendent of the situation and the action.

~~Human Resources - Certificated~~

~~AR 4144 (b)~~

GRIEVANCES/COMPLAINTS (continued)

- d. If, in the immediate supervisor's judgment the situation requires ~~consolation~~ **consultation** with other administrative officers before taking action, the supervisor shall do so.
- e. If the immediate supervisor desires joint meeting with the personnel concerned and the superintendent, **or designee**, a request for such meetings shall be made by the supervisor.

Step 2:

- f. If, in the immediate supervisor's judgment, the situation should go directly to the superintendent, **or designee**, the supervisor should consult with the superintendent, and turn the situation over to the superintendent. The superintendent shall inform the immediate supervisor concerning the ~~disposal~~ **resolution** of the situation.
- g. In the event that an individual presents the superintendent with a situation that had not been presented to the immediate supervisor, even though the situation should have been so presented, the superintendent, **or designee** will direct the particular person back to the immediate supervisor and will inform the immediate supervisor concerning the situation.
- h. If an employee presents the superintendent with situations about which the employee has conferred with the immediate supervisor and about which the employee is still discontent, the superintendent or his designee shall hear the employee's discussion and, in turn, shall hear the immediate supervisor's discussion. **In an attempt to resolve the situation.**
- i. **The superintendent or designee may conduct any necessary investigation in an effort to resolve the complaint. The superintendent or designee shall promptly present all concerned parties with a written decision regarding the complaint.** ~~The superintendent or his designee shall then require joint conferences of the superintendent, the immediate supervisor and the employee. After due conferences of such nature without a successful solution, the superintendent shall arbitrarily make a decision. In the event of such a necessity, the superintendent will~~

~~also present a written description of the situation to the governing board including the superintendent's arbitrary decision. Copies of this description shall be given to all affected parties.~~

Human Resources – All Personnel Certificated

**AR 4144 (e)
AR 4244**

GRIEVANCES/COMPLAINTS (continued)

Step 3:

- j. If any party ~~involved in (h) above~~ is still dissatisfied with the decision as rendered, he/she may submit in writing to the superintendent, **or designee** a request for a conference with the Governing Board and the superintendent **within 10 days**. The superintendent, **or designee** shall submit this request to the Governing Board for its consideration.
- k. If the Governing Board decides to authorize the conference, the superintendent will arrange a time suitable to all parties. After the conference, the Governing Board shall render a decision which shall be final.
- l. In some instances, the aggrieved party has recourse to legal action, in which event, all the preceding activities become a matter of record. The subsequent court decision would then be the final decision. (cf. 4118.111/4218.111 - Grievance Procedure for title IX)

E. Reports Required

None

F. Record Retention

Deposition of grievance on file in Human Resources office

G. Responsible Administrative Unit

Human Resources
Superintendent

H. Approved By

Associate Superintendent for Human Resources
Superintendent

Human Resources – All Personnel Certified

**AR 4144 (d)
AR 4244**

~~GRIEVANCES/COMPLAINTS~~ (continued)

Legal Reference:

GOVERNMENT CODE

3543 (re public school employees' rights)

Regulation Adopted:
HS BD: 11/20/85
EL BD: 7/6/82

Regulation Revised:
Joint Policy: 4/22/97



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: August 29, 2023
RE: Approve a Declaration for a Provisional Internship Permit

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employee the following teacher under a Provisional Internship Permit. The individual will be provided with orientation, guidance, and assistance during the valid period of the permit. They will also be provided assistance to seek and 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.

Sebastian Alongi; Tracy High School; Special Education
Griselda Jimenez; George Kelly School; Special Education
Stephanie Staley; Villalovoz Elementary; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: August 3, 2023
RE: **Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers**

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

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

FUNDING: None.

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

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

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

DECLARATION

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

Ashley Baxter; District Wide; Special Education
Victoria Serrano; North School; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 31, 2023
SUBJECT: Acknowledge New Administrative Regulation 4157.2, 4257.2 and 4357.2
Ergonomics (First Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Administrative Regulation 4157.2, 4257.2, 4357.2 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Acknowledge New Administrative Regulation 4157.2, 4257.2 and 4357.2 Ergonomics (First Reading).

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

ERGONOMICS

To minimize employees' risk of repetitive motion injuries (RMIs), the Superintendent or designee shall implement an ergonomics process to identify risk factors in the work environment that may result in injuries or illnesses to employees and shall design measures to mitigate such risk factors. The process may include a study of body movements and positions used during work, the tools and equipment used, the physical environment (such as temperature, noise, and lighting), and the organizational environment (such as deadlines, teamwork, and supervision) in order to identify potential causes of stress on the body over time, such as exertion or strain, awkward or sustained posture, or repeated motions.

An employee who experiences pain, numbness, stiffness, swelling, tingling, weakness, or other symptom(s) of a repetitive motion injury (RMI) or other musculoskeletal disorder that may be caused or aggravated by workplace conditions shall report the problem to his/her supervisor.

When an RMI which is objectively identified and diagnosed by a licensed physician to be a musculoskeletal injury has been reported by two or more district employees within a 12-month period, and is determined to be predominantly caused by a repetitive job, process, or operation of an identical work activity, the Superintendent or designee shall: (8 CCR 5110)

1. Evaluate each job, process, or operation of identical work activity at the work site, or a representative number of such jobs, processes, or operations of identical work activities, for exposures which have caused RMIs
2. Correct in a timely manner, or minimize to the extent feasible if correction is not possible, any exposures that have caused RMIs, taking into consideration engineering controls such as work station redesign, adjustable fixtures, or tool redesign, and administrative controls such as job rotation, work pacing, or work breaks
3. Provide staff training that includes an explanation of:
 - a. The district's ergonomics program
 - b. The exposures that have been associated with RMIs
 - c. The symptoms and consequences of injuries caused by repetitive motion
 - d. The importance of reporting symptoms and injuries to the district
 - e. Methods used by the district to minimize RMIs

ERGONOMICS

Legal References:

State

8 CCR 3203

8 CCR 5110

Ed. Code 44984

Ed. Code 45192

Gov. Code 21153

Lab. Code 142.3

Lab. Code 3200-4856

Lab. Code 3550-3553

Lab. Code 3600-3605

Lab. Code 3760

Lab. Code 4600

Lab. Code 4906

Lab. Code 5400-5404

Lab. Code 6303

Lab. Code 6305

Lab. Code 6310

Lab. Code 6357

Lab. Code 6401.7

Lab. Code 6409.1

DescriptionInjury and illness prevention programRepetitive motion injuriesRequired rules for industrial accident and illness leaveIndustrial accident and illness leave for classified employeesEmployer not to separate for disability members eligible to retireAuthority of Cal/OSHA to adopt standardsWorkers' compensationNotifications re: workers' compensation benefitsConditions of liabilityReport of injury to insurerProvision of medical and hospital treatment by employerDisclosures and statementsNotice of injury or deathPlace of employment; employmentOccupational safety and health standards; special orderRetaliation for filing complaint prohibitedStandards for workplace ergonomicsInjury and illness prevention programReports