

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 11, 2024

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

TUSD board meetings are held in person.

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

TIME: 6:40 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services:
3.2.1 Finding of Facts: 23/24#71, 23/24#74, 23/24#75, 23/24#76
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Early Graduation: WHS10354730, WHS#10326259
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Approve Funding for Parent Reimbursement per Confidential Settlement Agreement for Compensatory Educational Services
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 23/24#71, 23/24#74, 23/24#75, 23/24#76

3.2.1

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

6b Report Out of Action Taken on Early Graduation: WHS#10354730,

3.2.2 WHS#10326259, WHS#10346000

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

6c Report Out of Action Taken on Approve Funding for Parent Reimbursement per

3.2.3 Confidential Settlement Agreement for Compensatory Educational Services

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

7. Approve Regular Minutes of May 28, 2024

1-6

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

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: None.

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

10.1 Administrative & Business Services:

10.1.1 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TUSD (Separate Cover Item)

10.1.2 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS) (Separate Cover Item)

10.1.3 Receive Report on the 2024-2025 Annual School District Budget (Separate Cover Item) **7-9**

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.

12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) **10-11**

12.1.2 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Charter School **12-13**

12.1.3 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2024-25 School District Budget **14**

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

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

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year | 15-16 |
| 13.1.2 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 17-20 |

13.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 13.2.1 | Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Louis Bohn Elementary School during the 2024-2025 School Year | 21-24 |
| 13.2.2 | Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Central Elementary School for the 2024-2025 School Year | 25-28 |
| 13.2.3 | Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site License in Math for the 2024-2025 School Year | 29-33 |
| 13.2.4 | Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Villalovoz Elementary School for the 2024 – 2025 School Year | 34-37 |
| 13.2.5 | Approve Agreement for Contract Services between Valley Community Counseling and Villalovoz Elementary for the 2024-2025 School Year | 38-41 |
| 13.2.6 | Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2024-2025 School Year | 42-45 |
| 13.2.7 | Approve Professional Development Support Services for TUSD High School Drama and Theater Departments for 2024-2025 School Year | 46-50 |
| 13.2.8 | Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and George Kelly School for the 2024-2025 School Year | 51-56 |
| 13.2.9 | Approve Purchase Agreement with Solution Tree and George Kelly School for Global Professional Development for Teams for the 2024-2025 School Year | 57-60 |
| 13.2.10 | Approve Agreement for Special Contract Services with the Community Training Assistance Center, Inc. (CTAC) to Provide Professional Development for STEMLine Academy in the 2024-2025 School Year | 61-67 |
| 13.2.11 | Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School P.E. Teachers, Water Coaches and Athletic Directors for the 2024-2025 School Year | 68-72 |
| 13.2.12 | Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on Math Frameworks and Math Literacy for Teachers during the 2024-2025 School Year | 73-77 |

- 13.2.13 Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2024-2025 School Year 78-81
- 13.2.14 Approve Contract Service Agreement with Excel Interpreting LLC for the 2024-2025 School Year 82-85
- 13.2.15 Approve Contract Service Agreement with Pawar Transportation for the 2024-2025 School Year 86-89
- 13.2.16 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to provide Professional Development to Support STEM Implementation 90-98
- 13.2.17 Approve Agreement for Services between IXL Learning, and Tracy Charter School to provide IXL Learning Site license in Math for the 2024-2025 School Year 99-103
- 13.2.18 Approve Out of State Overnight Travel for the West High School Track & Field Athlete Xienna Cardona Renshaw, Coach Renshaw and Coach Williams to attend the New Balance Nationals in Philadelphia, PA. June 13 - 16, 2024 104

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 105-107
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 108-109
- 13.3.3 Approve Employment of 2024 Summer School Staff 110-118

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

14.1 Administrative & Business Services:

- 14.1.1 Adopt Revised Board Policy and Acknowledge Administrative Regulation 1330 Community Rental of School District Facilities (Second Reading) (Separate Cover) 119-125
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2 Adopt Resolution No. 23-17 to Accept Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE) 126-128
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3 Accept Agreement for Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE) (Separate Cover) 129
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.4 Approve List of Architects with Whom the District may Enter into Agreements for Architectural Services for Future Projects 130-131
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services:

- 14.2.1 Approve Agreements with the Boys and Girls Club of Tracy and SJCOE, to provide Extended Learning Opportunities to TUSD students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P) (Separate Cover) 132-138
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

- 14.2.2** Adopt Revised Board Policy 6020 Parent Involvement and Acknowledge Administrative Regulation 6020 Parent Involvement (Second Reading) **139-154**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.3** Adopt Revised Board Policy 6190 Evaluation of the Instructional Program (Second Reading) **155-158**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.4** Adopt Revised Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (Second Reading) (Separate Cover) **159**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.5** Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (First Reading) (Separate Cover) **160-166**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.6** Adopt Revised Board Policies 6161.1, 6161.11 Supplementary Instructional Materials and Acknowledge Administrative Regulation 6161.1 (First Reading) (Separate Cover) **167**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.7** Adopt Revised Board Policy 6144 Controversial Issues (First Reading) **168-172**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.8** Adopt Revised Board Policy 6163.1 Library/Resource Centers (First Reading) **173-186**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.9** Approve Revised Board Policy 6142.91 Reading/Language Arts Instruction (First Reading) **187-192**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.10** Approve Revised Board Policy 6141 Curriculum Development and Evaluation (First Reading) **193-196**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.11** Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (First Reading) **197-201**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

- 14.3.1** Approve Amendment to Superintendent Contract **202-210**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.2** Approve a Declaration for a Provisional Internship Permit **211-212**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3** Approve a Variable Term Waiver for Administrative Services **213-214**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.4** Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers **215-216**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.5** Acknowledge Revised Administrative Regulation 4112.4, 4212.4, and 4312.4 Health Examinations and Abolish Board Policy 4112.4 and 4212.4 (Second Reading) **217-224**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.3.6 Acknowledge Revised Administrative Regulation 4112.3, 4212.3, and 4312.3 Oath or Affirmation and Exhibit 4112.3, 4212.3, 4312.3 (First Reading) **225-229**

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

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

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

17. Board Meeting Calendar:

17.1 June 25, 2024

17.2 August 13, 2024

17.3 August 27, 2024

18. Upcoming Events:

18.1 August 5, 2024

First Day of School

18.2 September 2, 2024

No School, Labor Day Holiday

18.3 October 7, 2024 – October 11, 2024

No School, Fall 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
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 28, 2024**

- 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, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:01 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Finding of Facts: 23/24#64, 23/24#65, 23/24#72,
3.2.1 23/24#73
Action: Hawkins, Fagin. **Vote:** Yes-7; No-0; Absent-0.
6b Report Out of Action Taken on Reinstatements: AR#23-24/22, AR#23-
3.2.2 24/23, AR#23-24/24, AR#23-24/25, AR#23-24/26
Action: **Vote:** Yes-7; No-0; Absent-0.
6c Report Out of Action Taken on Early Graduation: TISCS#10359310
3.2.3
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6d Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.1 Certificated Employees: #UC-1381, #UC-1382, pursuant to Article XX
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
6e Report Out of Action Taken on Consider Leave of Absence Request for
3.3.2 Certificated Employee: UC#-1383, Pursuant to Article XX
Action: Denied. **Vote:** Yes-5; No-2 (Hoffert, Silcox); Absent-0.
6f Report Out of Action Taken on Consider Settlement Agreement with
3.3.3 Classified Employee
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. **Approve Regular Minutes of May 14, 2024.**
Action: Silcox, Alexander. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (N. Kahlon).
- Audience:** Stephanie Olsen, Debra Schneider, Dean Reese, Megan Strelka, Zachary Boswell, Tony Quintana, Jon Waggle, Jason Noll, Bob Brownne, Erin Quintana, Maria Samano, Jonathan Manzo, Adriana Manzo, Jacqueline Segura, Elia Paredes, Francisco Diaz, Rachel Corrales, Apamen Jyer, Manjinder Kaur, William Griffiths, Nicholas Bernabe, Izel Alcantar, Santiago Vela, Vimudha B., Jake Hallen, Ashley Hallen
- Student Rep Reports:** 8.1 None.

Recognition & Presentations:

9.1 Recognize Haley Nunes, Kimberly Noll, and Derrick Edelman, winners of The Cesar E. Chavez and Dolores Huerta Education Award Program This art contest is sponsored by the California Teachers Association and provides recognition for educators and their students who demonstrate an understanding of the vision and guiding principles embraced by Cesar Chaves and Dolores Huerta. They were presented with certificates.

9.2 Tracy High School

Jon Waggle, Principal of Tracy High School, along with Assistant Principals Megan Strelka and Tony Quintana, provided some of the big picture items they have focused on this year such as addressing academic achievement, expanding their extra curriculum options, and building relationships and making connections. Throughout the year they have had many extracurricular events with student involvement and attendance on the rise. Next year they plan to give all incoming freshman ASB status to encourage event involvement. This year they implemented a five-minute window of time during 2nd period, called Bulldog Connect. This is a time for all students to do the same thing at the same time, such as viewing broadcasted videos, speaking about current events, and discussing an inspirational quote for example. The idea is to build connections across the campus with all students.

9.3 DARE Recognition

DARE Officer and Board President, Steve Abercrombie, recognized students that completed community service throughout the school year. Students that received 500 points or more received a certificate of recognition from the City of Tracy. Students that received 1000 or more points received a certificate from the City of Tracy and from Congressman Josh Harder.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on TUSD STEM Update

Director of STEM Curriculum and Local Assessment, Dean Reese, provided a STEM update. STEM stands for Science, Technology, Engineering and Math. TUSD has made STEM education a priority for each student. STEM grants and the district partnership with the Community Training and Assistance Center (CTAC) have enabled the district to implement this priority and fulfill the mission to connect students to the real world and prepare them for college and career success. Over the last three years there has been a significant increase in ELA, Science, and Math proficiency.

10.3 Human Resources:

10.3.1 Receive PAR Joint Committee Annual Report for 2023-2024

Tammy Jalique, Associate Superintendent for Human Resources, and Erin Quintana, Director of Professional Learning, provided an update on the Peer Assistance and Review program of support (PAR). Consulting teachers serve as mentors and coaches to participating teachers, establishing goals for improvement, and providing guidance. This year

there was only one mandatory participant. The participating teacher rated the support received as 'excellent'.

Trustee Hoffert left the board room at 7:41 p.m.

Trustee Hoffert returned to the board room at 7:43 p.m.

Hearing of Delegations

11. Heather Corbett spoke regarding the mailer received for the upgrading of facilities. She found the survey to be concerning. She is disappointed in the statement listed on the mailer regarding funding. She asked what the district has done to source resources from the state and to obtain corporate sponsorships. The White House has a tool kit to support school leaders in building upgrades. She feels there are federally available funds for this purpose.

Heather Corbett shared her concerns regarding the district's Board Policy 4227 for athletic coaches. It was last updated in 2019 and neglects to include performance reviews and contract renewal procedures. The lack of policy has allowed for unprofessional and unethical behavior. She has formally asked for a staff presentation that gives information on turn over reasons and the number of unfilled coaching positions. She is asking for clear checks and balances for district hiring.

Public Hearing:

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

12.2 **Educational Services:** None.

12.3 **Human Resources:**

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

Opened Public Hearing 7:52 p.m.

No public comments were received.

Closed Public Hearing 7:53 p.m.

Consent Items:

13. **Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Alexander, Silcox. **Vote:** Yes-7; No-0; Absent-0. Item 13.1.3 was approved as amended.

13.1 **Administrative & Business Services:**

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

13.1.2 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year

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

13.1.4 Approve Accounts Payable Warrants (April 2024) (Separate Cover)

13.1.5 Approve Payroll Reports (April 2024)

13.1.6 Approve Revolving Cash Fund Reports (April 2024)

13.2 Educational Services:

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

13.2.2 Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Central School during the 2024-2025 School Year

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

13.2.4 Approve Agreement for Contract Services for Central School and North School Staff for Kagan Cooperative Learning Workshop Focused on EL Strategies on July 31, 2024

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

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

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

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

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Fieldwork Agreement with University of Massachusetts Global

13.3.4 Approve Paid Internship Agreement with University of Massachusetts Global

13.3.5 Approve Paid Internship Agreement with United States University

Action Items:

14.1 Administrative & Business Services:

14.1.1 Adopt Resolution 23-16 Authorizing Settlement of Insurance Claims

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

14.1.2 Adopt New Board Policy and Acknowledge New Administrative Regulation 1325 Advertising and Promotion (Second Reading)

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

14.1.3 Adopt Revised Board Policy and Administrative Regulation 5030 Student Wellness (Second Reading) (Separate Cover)

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

- 14.1.4** Approve Revised Board Policy and Administrative Regulation 1330 Community Rental of School District Facilities (First Reading) (Separate Cover)
Action: Alexander, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.2 Educational Services:**
- 14.2.1** Adopt Revised Board Policy 6020 Parent Involvement and Acknowledge Administrative Regulation 6020 Parent Involvement (First Reading)
Action: Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.2.2** Adopt Revised Board Policy 6190 Evaluation of the Instructional Program (First Reading)
Action: Fagin, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
- 14.2.3** Approve Adoption of Instructional Materials
Action: Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.2.4** Approve Revised Board Policy 6141 Curriculum Development and Evaluation (First Reading)
Action: Kahlon, Fagin. **Vote:** Yes-7; No-0; Absent-0.
- 14.2.5** Approve Revised Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (First Reading) (Separate Cover)
Action: Silcox, Alexander. **Vote:** Yes-6; No-1 (Hoffert); Absent-0.
- 14.3 Human Resources:**
- 14.3.1** Approve a Declaration for a Provisional Internship Permit
Action: Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.2** Acknowledge Revised Administrative Regulation 4112.4, 4212.4, and 4312.4 Health Examinations and Abolish Board Policy 4112.4 and 4212.4 (First Reading)
Action: Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.3** Authorize the Declaration of Need for the 2024-2025 School Year
Action: Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.4** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2024-2025 School Year
Action: Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.5** Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2024-2025 School Year and Submit it for Negotiations, Pending Public Input
Action: Hawkins, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.6** Adopt Revisions to Board Policy 4161.3 Professional Leave (Second Reading)
Action: Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.7** Adopt Revisions to Board Policy 4261.3 Professional Leave (Second Reading)
Action: Kahlon, Silcox. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Kahlon congratulated the students that received awards this evening and thanked the STEM team for the great work they continue to do. She gave a special thank you to Principal Waggle and his team. The work they are doing to increase connections positively impacts mental health. Trustee Hoffert gave congratulations to the class of 2024. Trustee Fagin said it has been a great year with everyone working together as a team. Trustee Alexander thanked all for coming out to the

meeting and she congratulated the 2024 graduating seniors. Trustee Hawkins really enjoys attending the K-8 promotions and high school graduations. He loves to see the students and parents smiling faces. Trustee Silcox shared his perspective of things were said the last few meetings. It is not the boards role to know much of what is taking place with coaching. During the Hearing of Delegations, the board is unable to respond and ask questions. He did reach out to both Coach Corbett and his wife but did not receive a response back. It feels it is disingenuous to call out the WHS administration without a response. There is another side to the story that is not spoken here. Trustee Abercrombie also tried to reach out to hear more of the story. He said it has become a trend to bash administrators on social media. He applauds our administrators and thanks the teachers for all the hard work they have done and congratulated the high school graduates. He is looking forward to attending some promotions and graduations this week.

**Superintendent
Report:**

Dr. Pecot attended Stein's graduation this morning. Traci Mitchell and her staff did a great job. Congratulations to all the high school graduates. Mr. Theall was called up to present Trustee Abercrombie with a token of appreciation; a TUSD DARE baseball jersey. The #11 on the jersey is to represent the number of elementary schools in Tracy.

Adjourn: 8:09 p.m.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 31, 2024
SUBJECT: Receive Report on the 2024-2025 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*
- (2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review....*

(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:

- (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that*

the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

(c) The county superintendent of schools shall do all of the following:

Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria.

(2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.

42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.

District Policy 3100, Budget states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

RATIONALE: In January of 2024, Governor Newsom proposed the California State Budget for 2024-25. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in early May, but the budget itself has not yet been adopted by the California Legislature, but is not likely to change in any significant way.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2023-2024 school year is projected to be adequate to meet the planning obligation for the 2024-25, the 2025-26, and the 2026-27 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Receive Report on the 2024-2025 Annual School District Budget.

Prepared by: Tania Salinas, Associate Superintendent of Business Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 30, 2024
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments
Regarding the Proposed Local Control Accountability Plan (LCAP)**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement
 - Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals.
- Districts must use a standard format to report the LCAP plan.
- Districts must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2024.
- The LCAP must include a budget overview for families.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2024-2025. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan. This Agenda Item supports 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; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP).

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 30, 2024
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments
Regarding the Proposed Local Control Accountability Plan (LCAP) for
Tracy Charter School**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts and charter schools set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement
 - Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Districts and charter schools must determine specific metrics and actions to be taken to achieve those goals.
- Districts and charter schools must use a standard format to report the LCAP plan.
- Districts and charter schools must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts and charter schools must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2024.
- The LCAP must include a budget overview for families.

RATIONALE: Staff members have solicited input from the required stakeholder groups via meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2024-2025. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

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

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Charter School.

Prepared by: Annabelle Lee, Principal, Tracy Charter School



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 31, 2024
SUBJECT: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2024-25 School District Budget

BACKGROUND: Effective January 1, 2017, California Education Codes 42103 & 42126 require that on or before July 1 of each year, the governing board of each school district shall hold a public hearing on the proposed budget for the subsequent fiscal year. The public hearing shall take place in a school district facility, or some other place conveniently accessible to the residents of the school district, and the agenda for that hearing shall be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection. The proposed budget shall show expenditures, cash balances, and all revenues, and shall also include an estimate of those figures, unaudited, for the preceding fiscal year.

RATIONALE: This public hearing is scheduled to fulfill the requirements of California Education Codes 42103 & 42126, and is in conjunction with an information item in which projected expenditures, cash balances, and revenues will be presented.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2024-25 School District Budget.

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: May 28, 2024
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year.

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



2024/2025 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Recommended for approval</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>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 11, 2024
SUBJECT: Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
June 11, 2024**

A.

Vendor:	Tracy Tank Town Lions
Sites:	West High School ASB
Item:	ASB Concession Stand Contract
Services:	The Tank Town Lions (TTL) will use the West High School concession stand facility during the high school football season. The WHS ASB will supply refrigeration, ice machine, soft drink dispenser, and cleaning products. TTL will provide the WHS ASB with a sum equal to 60% of the net proceeds
Cost:	N/A
Project Funding:	N/A

B.

Vendor:	Tracy Breakfast Lions Club
Sites:	Tracy High School
Item:	ASB Concession Stand Contract
Services:	The Tracy Breakfast Lions Club will use the Tracy High School concession stand facility during the high school football season. The THS ASB will supply the ice machine, water, water heater, and electricity. The Tracy Breakfast Lions Club will provide THS ASB with a sum equal to 60% of the net proceeds.
Cost:	N/A
Project Funding:	N/A

C.

Vendor:	HMC Architects
Sites:	Tracy High School
Item:	Proposal
Services:	Architecture services for football field scoreboard replacement.
Cost:	\$32,000
Project Funding:	Fund 01/Facilities Fund

D.

Vendor:	BZ Construction
Sites:	Facilities/Continuous Improvement State & Federal Programs
Item:	Proposal
Services:	Improvements to existing portables at Monte Vista
Cost:	\$177,705.00
Project Funding:	ELOP

E.

Vendor:	COSCO Fire Protection
Sites:	District Wide
Item:	Agreement-Ratify
Services:	Conduct annual inspection of the fire sprinkler system and fire hydrant systems per NFPA 25. Repair and service sprinklers and hydrants based on deficiencies found during inspection.
Cost:	<\$100,000.00
Project Funding:	Environmental Compliance

F.

Vendor:	Schindler Elevator Corporation
Sites:	District Wide
Item:	Service Agreement
Services:	Maintenance agreement, repairs, and emergency communication monitoring for nine (9) district passenger elevators located at school sites.
Cost:	\$23,942.00
Project Funding:	General Fund

G.

Vendor:	Bagley Enterprises
Sites:	District Service Center
Item:	Contract
Services:	Underground storage tanks monitoring and compliance; repair of tanks, pumps, and alarm systems as needed.
Cost:	Not to exceed \$20,000.00
Project Funding:	General Fund/Transportation

H.

Vendor:	Civic Permit
Sites:	District-wide
Item:	Purchase Order
Services:	Annual subscription for the District's Civic Permit Facility Use software with customer support.
Cost:	\$5,083.00
Project Funding:	General Fund/Transportation

I.

Vendor:	School Services of California, Inc.
Sites:	Tracy Unified School District
Item:	Agreement-Ratify
Services:	Business Services has contracted with School Services of Ca. for many years. Their services are critical to budget development and implementation. The information services provide guidance on management issues unavailable from other providers.
Cost:	Not to exceed \$10,000.00
Project Funding:	General Fund

J.

Vendor:	Cooperative Strategies
Sites:	District-wide
Item:	Agreement-Automatic Renewal
Services:	Cooperative Strategies will provide access to their web-based myschoolLocation software for District personnel and the community. This tool allows users to easily identify and match student home addresses to their appropriate zoned school locations.
Cost:	\$1,000.00
Project Funding:	General Fund/Student Services

K.

Vendor:	McArthur & Levin
Sites:	Tracy Unified School District
Item:	Attorney-Client Fee Contract
Services:	Legal services for Special Education matters under the state and federal law.
Cost:	\$225.00/hr. (partner attorney), \$200.00/hr. (associate attorney)
Project Funding:	Risk Management



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 20, 2024
SUBJECT: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Louis Bohn Elementary School during the 2024-2025 School Year

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

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

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

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

Prepared by: Mrs. Jacqui Nott, Principal, Louis Bohn 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 a Quality Education (PIQE), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Eight week parent class to educate parents and increase parent involvement at Louis Bohn School for the 2024-2025 school year.

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

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

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

- a. District shall pay \$ 14,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 14,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 2024, and shall terminate on December 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jacqui Nott, at (209) 830-3300 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Central Elementary School for the 2024-2025 School Year

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Central Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Central Elementary School for several years. Due to the success of the program Central Elementary School staff would like to continue our association with the Boys and Girls Club at Central Elementary School as they provide after school services that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Central Elementary School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and District Strategic Goal 2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total amount will not exceed \$4,000. The cost will be paid from Site Title 1 Categorical Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Central Elementary School for the 2024-2025 School Year.

PREPARED BY: April Jacobs, Principal, Central 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 Boys and Girls Club of Tracy, 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 activities, tutoring, reading, structured activities, and mentoring programs for all students. Supplies for these programs are also needed.

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 days per week during lunch () [] HOURS [x] DAYS, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$ 4,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 4,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 1, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, April Jacobs, at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 13, 2024
SUBJECT: Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site License in Math for the 2024-2025 School Year

BACKGROUND: George Kelly Elementary School has a need for continued intervention in math based on our CAASPP scores. Overall, in 2022-2023 George Kelly was in the “yellow” indicator as seen on the CA Dashboard, indicating that we were 27 points below standard. However, George Kelly did increase 17 points in Math from the previous school year. George Kelly’s staff have used IXL for the past three years and have seen academic improvement. IXL is a digital learning platform that is tailored to each student’s specific subject, topic, and curriculum needs. The curriculum-based program includes real-time diagnostic, actionable analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year. The site license also includes site professional development for staff members.

RATIONALE: School wide assessment data, FastBridge assessments, teacher input (including George Kelly’s Guided Coalition) has indicated the need to provide tier 2 support for students to address both learning needs and learning loss. In between FastBridge assessment windows, we will utilize IXL based on student needs to track progress and record growth.

FUNDING: The cost not to exceed \$10,000.00. This cost will be paid from George Kelly’s site budget (\$7,000) as well as in the form of a donation from George Kelly’s PTO (\$3,000).

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site License in Math for the 2024-2025 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 IXL Learning, Inc., 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: IXL is a digital learning platform that is tailored to each student's specific subject, topic and curriculum needs. The curriculum-based program includes a real time diagnostic, actionable analytics, and personal guidance that gives educators the tools to provide intervention with an extremely focused outcome. The program is fully aligned with CA Common Core State Standards. Additionally, it includes all of the district adopted curriculum as well as state testing preparation tools.

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 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location George Kelly Elementary School.

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

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

4. The terms of the agreement shall commence on August 17, 2024, and shall terminate on August 17, 2025.

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, Brittani Ryan, at (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:

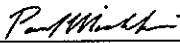
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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
94-3321802

IRS Identification Number
Chief Executive Officer

Title
777 Mariners Island Blvd., Suite 600

Address
San Mateo, CA 94404

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 3545520-2024-001-2
DATE: MAY 3, 2024

TO:
Brittani Ryan
George Kelly School
535 Mabel Josephine Drive
Tracy, CA 95377

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Allie Twiford	A22-3545520	August 17, 2024 - August 17, 2025	August 17, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-8: 800 students) Subject: Math <i>K-8 math licenses include complimentary access to IXL's universal screener</i> <i>Unlimited instructor accounts included</i>	\$10,000.00	\$10,000.00

SUBTOTAL	\$10,000.00
SALES TAX	--
SHIPPING & HANDLING	--
TOTAL DUE	\$10,000.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 3545520-2024-001-2. For international accounts, we can accept wire transfers for an additional fee.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 21, 2024
SUBJECT: Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Villalovoz Elementary School for the 2024 – 2025 School Year

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide artists who will work with students Kindergarten through fifth grade for six (6) 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 will be paid with Prop 28 Funding. The Villalovoz Elementary School contract for this MOU will not exceed \$7,638 to be paid from Prop 28 Arts and Music funds.

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

Prepared by: Marji Baumann, Principal, Villalovoz 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 SJCOE Artist in Residence, 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 Artist in Residence is to offer 6 art lessons for each of the 19 classes at Villalovoz Elementary School for the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 114 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Villalovoz Elementary.

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

- a. District shall pay \$ 7,638.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 7,638.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [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 1, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Warren Sun

Contractor Signature Title

IRS Identification Number
Contract Manager

Title
2707 Transworld Drive, Stockton, CA

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. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 20, 2024
SUBJECT: Approve Agreement for Contract Services between Valley Community Counseling and Villalovo Elementary for the 2024-2025 School Year

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of support, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. Villalovo will contract with Valley Community Counseling to provide school-based mental health counseling for 2 additional school days in addition to services paid for by TUSD. This effort is in alignment with Strategic Goal #1 Tier 3 Intensive Support: 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 total cost for Valley Community Counseling services will not exceed \$34,560. Services will be paid for using Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Villalovo Elementary School for the 2024-2025 School Year.

Prepared by: Marji Baumann, Principal Villalovo 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 Valley Community Counseling, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide school based mental health services 2 days per week in addition to the 2 days contracted by TUSD for the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 432 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Villalobos Elementary.

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

- a. District shall pay \$80 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$34,560. 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 August 9, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Stacie Clark, LMFT41753 Digitally signed by Stacie Clark, LMFT41753
Date: 2024.05.20 07:49:55 -07'00'

Contractor Signature Title

94-2468972

IRS Identification Number

Vccs Program Manager

Title

6707 Embarcadero Dr.

Address

Stockton, CA 95219

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2024-2025 School Year

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Villalovoz Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Villalovoz Elementary School for several years. During the 2023-2024 school year, Villalovoz partnered with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. Due to the success of the program Villalovoz Elementary School staff would like to continue our association with the Boys and Girls Club at Villalovoz Elementary School as they provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Villalovoz Elementary School's partnership with the Boys and Girls Club provides a wealth of during and after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and District Strategic Goal 2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: Boys and Girls Club of Tracy will be paid \$13,500.00, funded through Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2024-2025 School Year.

PREPARED BY: Marji Baumann, Principal, Villalovoz 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 Boys and Girls Club of Tracy, 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 activities, tutoring, reading, structured activities, and mentoring programs for all students. Supplies for these programs are also needed. In addition to the afterschool program, the Boys and Girls Club will have 3 staff members providing structured activities during lunch recess (12:00 - 1:00) five days per week.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days per week during lunch () [] HOURS [x] DAYS, under the terms of this agreement at the following location Villalovoz.

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

- a. District shall pay \$ 13,500 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 13,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [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 1, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 7, 2024
SUBJECT: Approve Professional Development Support Services for TUSD High School Drama and Theater Departments for 2024-2025 School Year

BACKGROUND: On November 8, 2022, California voters approved Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act. The measure required the state to establish a new, ongoing program supporting arts instruction in schools beginning in 2024–25.

The legislation allocates 1 percent of the kindergarten through grade twelve (K–12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining funds must be used for training, supplies and materials, and arts educational partnership programs, with no more than 1 percent of funds received to be used for an LEA's administrative expenses.

RATIONALE: Tracy Unified School District will provide Professional Development to the TUSD High School Drama and Theater Departments for the 2024-2025 school year.

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

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

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

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

FUNDING: The total cost for the professional development is \$ 27,500.00 and will be paid by the California Proposition 28 funds.

RECOMMENDATION: Approve Professional Development Support Services for TUSD High School Drama and Theater Departments for 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 440 per school year () [X] HOURS [] DAYS, under the terms of this agreement at the following location Tracy Unified School District.

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

- a. District shall pay \$ 27,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 27,500. 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 [] 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. *(2 payments = to 50% of the flat rate agreement to be paid in December 2024 and June 2025.)

4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on May 31, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
**(N/A DISTRICT TO WAIVE THIS REQUIREMENT)
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

_____ Contractor Signature	_____ Title
_____ IRS Identification Number	
_____ Title	
_____ Address	

_____ Tracy Unified School District
_____ Date
_____ Prop 28 Funds
_____ Account Number to be Charged
_____ Educational Services
_____ Department/Site Approval
_____ Budget Approval
_____ Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 30, 2024
SUBJECT: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and George Kelly School for the 2024-2025 School Year

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

RATIONALE: PIQE will provide its Signature Family Literacy P-3rd (P3) Program for the parents/guardians of the children enrolled at George Kelly Elementary School virtually. The program is designed to introduce the five elements of literacy equipping families with strategies to support literacy at home. 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 High School readiness; by ensuring that all 8th grade students are Algebra 1 eligible, and all 3rd grade students meet or exceed reading benchmarks as indicated by CAASSPP targets.

FUNDING: The cost will not exceed \$12,500.00, and will be paid by A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and George Kelly School for the 2024-2025 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 program is designed to introduce the five elements of literacy equipping families with strategies to support literacy at home. The workshops will take place in Fall 2024.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 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 August 2024, and shall terminate on January 2025.

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

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



Contractor Signature Title
33-0259359

IRS Identification Number
Executive Director

Title

Address
3641 Mitchell Rd Ste H

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: Ms. Brittani Ryan, School Principal
From: Gabriela Rios, Executive Director
Date: 5/22/24

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

Scope of Services: PIQE will provide its **Family Literacy P-3rd Program (P3)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to introduce the five elements of literacy equipping families with strategies to support literacy at home.

- A. Time of Class: Morning ☐ **Evening** ☒ 6:00pm ✓ ☐
- B. 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.
- C. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

Session Dates:
Fall 2024

- D. Compensation: a flat fee of \$12,500.00 for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.

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

- E. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **TBD**

School funding: _____

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

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

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

Brittani Ryan
Ms. Brittani Ryan, School Principal

5/22/2024
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: Brittani Ryan, Principal, George Kelly Elementary
DATE: May 13, 2024
SUBJECT: Approve Purchase Agreement with Solution Tree and George Kelly School for Global Professional Development for Teams for the 2024-2025 School Year

BACKGROUND: Solution Tree's Global PD for Teams provides the entire faculty with digital real-time access to advice, direction, practical strategies, and professional guidance in eight essential competencies. It is a catalyst for continuous school improvement. Solution Tree is a vendor overseeing the Professional Learning Community process, and RTI two areas of George Kelly's continued focus.

RATIONALE: George Kelly's strives to continue its focus to strengthen both the PLC and RTI process. Solution Tree's Global PD for Teams supplies our staff with guided professional learning opportunities for the entire school year. This would be beneficial to both new teachers and veteran staff. By purchasing Solution Tree's Global PD for Teams, we will focus in on different and continue our growth in focused skill areas. Global PD for Teams provides access to mini- courses to get teachers up to speed in content areas, enhance team learning and expose staff members to new skills. Over the course of the year, administration will assign specific play list for students to both interact and watch during PLCs to deepen staff learning and support the collaborative process. Additionally, there will be access to eBooks to plan book studies, and deepen team understanding in key topic areas.

FUNDING: The cost, not to exceed \$4,900.00, will be paid from George Kelly's Site Budget for the 2024-2025 school year. There will be no ongoing costs.

RECOMMENDATION: Approve Purchase Agreement with Solution Tree and George Kelly School for Global Professional Development for Teams for the 2024-2025 School Year.

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



Solution Tree Purchase Agreement

Effective May 20, 2024, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and George Kelly Elementary ("Customer"), located at 535 Mabel Josephine Dr., agree as follows:

1. **Summary:** Customer will purchase the following Solution Tree products and services:

Products and Services	Total
Global PD Teams Building License	\$4,900.00
Total	\$4,900.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Solution Tree will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
Global PD Teams Building License	\$4,900.00	Upon completion of setup

3. **Global PD Teams Building and Individual Licenses:** Solution Tree grants Customer a limited, non-exclusive, non-transferable license for all educators in George Kelly Elementary to access Global PD Teams via the website currently at <http://globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between this Agreement and the Terms of Use, the terms of this Agreement will take precedence.

4. General Terms

- 4.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.
- 4.2. **Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- If a Force Majeure Event prevents services from occurring on-site, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
 - If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
 - If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.



d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: B. Ren 5/20/24 By: _____
Contact _____ Date _____
Title _____ Date _____
Customer _____

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?Contact: Brittani RyanTitle: PrincipalPhone: 209-830-3390Email: Bryan@tusd.netCell #: NAFax: 209-830-3391**Who will receive and pay the invoices?**Contact: Lucia AlanizTitle: SecretaryPhone: 209-830-3390Email: lalaniz@tusd.netFax: 209-830-3391**Shipping Information (required for resource delivery)**Shipping Contact: NAShipping Address: NACity, State, Zip: NAPhone: NADelivery Date: NADelivery Times: NA

- Choose one:
- ☐ Do you have a Delivery Dock?
 - ☐ Do you have double doors (for pallet)?
 - ☐ Do you require inside delivery?



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 22, 2024
SUBJECT: Approve Agreement for Special Contract Services with the Community Training Assistance Center, Inc. (CTAC) to Provide Professional Development for STEMLine Academy in the 2024-2025 School Year

BACKGROUND: TUSD had partnered with CTAC beginning in 2021 in receiving and implementing the Advance STEM federal grant. The grant included a STEMLine Academy for TUSD aspiring educators. CTAC is a national, nonprofit organization with a demonstrated record of success driving and supporting educational innovation and community development. Working at local, state, and national levels, they have achieved significant, long-term improvements in areas such as student achievement, teacher effectiveness, and organizational capacity. Tracy Unified School District Educational Services Team has a planned continued partnership with CTAC to provide professional development for STEMLine Academy to aspiring TUSD educators.

RATIONALE: The goal of the STEMLine Leadership Academy is to empower aspiring Tracy Unified School District educators to become effective executive leaders. STEMLine provides job-embedded, transferrable learning experiences. The program combines expert-led sessions, drawing from research and national practice, and expert-facilitated peer-led sessions, encouraging participants to integrate peer learning into their own practice. The dynamic curriculum plan includes monthly plenary and small-group trainings, individualized executive coaching sessions, and interactions with district leaders.

The Community Training and Assistance Center (CTAC) services:

- Guide and lead the cohort three of the STEMLine Leadership Academy.
- Provide and align STEMLine content to meet cohort three participant learning needs.
- Conduct planning sessions.
- Conduct STEMLine plenary sessions.
- Provide monthly, virtual executive coaching to each Cohort member from launch through May 2025.
- Facilitate collaboration between cohorts 1, 2, and 3 on district-selected problems of practice.
- Build capacity of designated STEMLine point person.

- Strategically plan with district executive leaders for long-term organizational support to successfully implement STEMLine in future years.

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

FUNDING: The total cost for the Contract Services is \$80,000.00 and will be paid by Unrestricted General Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Community Training Assistance Center, Inc. (CTAC) to Provide Professional Development for STEMLine Academy in the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Community Training and Assistance Center, Inc., 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: CTAC will guide and lead the STEMLine Academy, Cohort 3, and build the capacity of district leaders and their designee to carry on STEMLine in future years. Services include delivering and refining the STEMLine content, conducting session planning and delivery, providing executive coaching for up to 12 STEMLine participants, convening STEMLine Cohorts 1, 2 and 3 to collaborate on leadership tasks, and strategize with district executive leaders on organizational support for long-term STEMLine and STEM implementation success.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 32 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 80,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Robert Pecot, at (209) 830-3201 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
042689402	
IRS Identification Number	
Chief Executive Officer	
Title	
One Boston Place, Suite 2606	
Address	
Boston, MA 02108	

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

Exhibit A

Service Agreement

The goal of the STEMLine Leadership Academy is to empower aspiring Tracy Unified School District educators to become effective executive leaders. STEMLine provides job-embedded, transferrable learning experiences. The program combines expert-led sessions, drawing from research and national practice, and expert-facilitated peer-led sessions, encouraging participants to integrate peer learning into their own practice. The dynamic curriculum plan includes monthly plenary and small-group trainings, individualized executive coaching sessions, and interactions with district leaders.

The Community Training and Assistance Center (CTAC) services:

- Guide and lead the cohort three of the STEMLine Leadership Academy.
- Provide and align STEMLine content to meet cohort three participant learning needs.
- Conduct planning sessions.
- Conduct STEMLine plenary sessions.
- Provide monthly, virtual executive coaching to each Cohort member from launch through May 2025.
- Facilitate collaboration between cohorts 1, 2, and 3 on district-selected problems of practice.
- Build capacity of designated STEMLine point person.
- Strategically plan with district executive leaders for long-term organizational support to successfully implement STEMLine in future years.

All travel costs and materials are included in the price.

The plenary sessions (bullet four above) and tentative dates are shown in the table. Dates may be adjusted to best meet the district needs.

Plenary Sessions	Tentative Date(s)	Time(s)
Developing a Foundation for Leadership	June 9 June 10 June 11	4 to 8 p.m. 8:30 – 3:30 p.m. Team Dinner 8:30 – 12:00 p.m.
Academic Optimism & PreK-12 STEM Instruction	August 15	4 to 8 p.m. 4 to 8 p.m.
PreK-12 STEM Instruction	September 19	4 to 8 p.m.
PreK-12 STEM Instruction	October 17	4 to 8 p.m.

PreK-12 STEM Instruction	November 13 *November 14	4 to 8 p.m. (Cohort 2 joins Cohort 3 from 5:30 to 8.) 8:30 a.m. to 3:00 p.m.
Individual and Collective Efficacy – Building a Constituency for Change	December 11	4 to 8 p.m.
Classroom Observations	*December 12, 2023	8:00 a.m. to 3:30 p.m.
Trusting Families and Each Other – Building a Constituency for Change	January 16	4 to 8 p.m.
Community Dinner and Focus Group – Building a Constituency for Change	February 13	4 to 8 p.m.
Building a Constituency for Change	March 5 *March 6	March 5 4 to 8 p.m. (Cohort 2 joins Cohort 3 from 5:30 to 8 p.m.) March 6 – 8:30 a.m. to 3:00 p.m.
Leading in Tracy USD	April 17	4 to 8 p.m.
Leading in Tracy USD	May 7 *May 8	May 7, 4 to 8 p.m. (Cohort 2 joins Cohort 3 from 5:30 to 8.) May 8 8:30 a.m. to 3:00 p.m.
Leading in Tracy USD Cohort 3 -Celebration including Cohorts 1, 2 and 3	May 21	5:30 – 8:00 p.m.
Cohorts 1, 2, and 3 joint planning and leadership sessions	TBD	TBD



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 22, 2024
SUBJECT: Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School P.E. Teachers, Water Coaches and Athletic Directors for the 2024-2025 School Year

BACKGROUND: Tracy Unified School District Physical Education teachers, Water Coaches and Athletic Directors have received training from Aquatic Dreams in years past.

RATIONALE: To provide Tracy Unified School District Physical Education teachers, Water Coaches and Athletic Directors with a blended online and in-person learning program that will increase their knowledge of overall water safety. They will have the option of attending on two different days, one in July or one in August. The day has two parts. Part one is online from 8:00am-11:00am with Red Cross, that includes a \$25.00 per person fee. The online component is approximately 3 hours long and can be completed at the teachers' home site. Part two is in-person from 1:00pm-3:00pm. The in-person component is approximately 2 hours long and is completed at Aquatic Dreams Scuba Center in Modesto with a fee of \$100.00 per person. The request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: Funding will be paid through Title II. TUSD will reimburse mileage for teachers driving their personal vehicles to and from Aquatic Dreams, the \$25.00 per person Red Cross fee, and the \$100.00 per person aquatic fee.

RECOMMENDATION: Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School P.E. Teachers, Water Coaches and Athletic Directors for the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Approve Agreement for Special Contract Services with Aquatic Dreams to provide professional development to High School Physical Education teachers for the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of up to 10 people () [] HOURS [X] DAYS, under the terms of this agreement at the following location Aquatic Dreams, Modesto CA.

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

- a. District shall pay \$ 100.00 per person per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 2000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [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 July 1, 2024, and shall terminate on August 30, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature	Title
<u>Bonnie Vance</u>	
IRS Identification Number	
<u>770475814</u>	
Title	
<u>CFO</u>	
Address	
<u>1212 Kansas Ave</u>	
<u>Modesto, CA 95351</u>	

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



Aquatic Dreams

1212 Kansas Ave
Modesto, CA 95351

(209) 577-3483

Quote

Tracy Unified School District-38054982

1875 W. Lowell Ave

Tracy, 95376

(209) 830-3200

(209) 830-3280

Quote number: 168712

05-20-2024 - 10:27:57 AM

Sales Person: Bonnie V

Estimated Date: N/A

Qty	Del.	Unit Price	Description	Tax	Type	Ext. Price
20	20	100.00	Red Cross WATER SAFETY for SWIM COACHS	No	Product	2000.00
			Red Cross WATER SAFETY for SWI/ Red Cross WATER SAFETY for SWI			

Contact Info: Bonnie

Sub Total	\$2000.00
Taxable Amount	\$0.00
Sales Tax	\$0.00
Total after tax	\$2000.00
You Saved	\$0.00
Total Amount	\$2000.00

Quote Notes

Tracy USD Water Safety for Swim Coaches-July 30 and Aug 20 from 1-3pm. 10 coaches per session.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 22, 2024
SUBJECT: Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on Math Frameworks and Math Literacy for Teachers during the 2024-2025 School Year

BACKGROUND: In 2015 the California Department of Education adopted and implemented the current mathematical framework. In the spring of 2022, the mathematic framework was revised by the California Department of Education.

RATIONALE: Math teachers will engage with the new 2022 Math framework and become aware of some of the recommended shifts in mathematics education. They will explore some of the highlighted changes such as data-science, student engaging through big ideas, high school pathways, and equity and access for all learners. They will gain awareness on how integrating drivers of investigations, content connections and standards of mathematical practices can come together to make math relevant, meaningful and joyful for our learners. Math teachers will also have the option of professional development around math literacy. This professional development will be offered during Buy Back Day and Pre Service. This Agreement will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost of these trainings and support is not to exceed \$6,500 and will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on Math Frameworks and Math Literacy for Teachers during the 2024-2025 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCCE Mathematics 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: San Joaquin County will provide five (5), two (2) hour sessions on Math Framework (K-8), Number Fluency (TK-8), and Math Framework (5-12) to teachers, coaches/coordinators and administrators on July 30, 2024 and August 1, 2024.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$6,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$6,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on August 2, 2024.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

Rev. 06.23.16

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Satender Singh
Contractor Signature Title

IRS Identification Number
Director of mathematics
Title
2707 Transworld Dr
Address
Stockton CA 95213

Rev. 06/23/16

Tracy Unified School District

Date

Account Number to be Charged

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 SJCOE Mathematics Department hereinafter referred to as SJCOE/Math and Tracy Unified School District hereinafter referred to as Tracy Unified, is for the purpose of providing Mathematics Professional Learning for the 2024 - 2025 school year.

The two parties, SJCOE/Mathematics and Tracy Unified School District mutually agree to the following terms and conditions for the 2024 -2025 school year.

I. SCOPE OF WORK

San Joaquin County will provide five (5), two (2) hour sessions on Math Framework (K-8), Number Fluency (TK-8), and Math Framework (6-12) to teachers, coaches/coordinators and administrators on July 30, 2024 and August 1, 2024.

II. TERMS OF AGREEMENT

This agreement will be in effect July 1, 2024 - June 30, 2025.

III. COMPENSATION

Tracy Unified will pay SJCOE for five, two-hour sessions at the rate of \$1300 per session with a grand total of \$6,500. This fee will include all the planning, preparation, and presentation for the 5 sessions. Services provided not to exceed \$6,500 and will be paid upon receipt of invoice no later than June 30, 2025.

IV. CERTIFICATION OF NON-EMPLOYEE STATUS

- A. SJCOE certifies that at all times SJCOE/Mathematics is acting as an independent contractor and not as an employee of Tracy Unified. Tracy Unified agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims which may result from this agreement.
- B. SJCOE agrees to make no claim against Tracy Unified for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits.

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Satinder Singh
Director of Mathematics
San Joaquin County Office of Education

Date

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

Date

TRACY UNIFIED SCHOOL DISTRICT

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

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 21, 2024
SUBJECT: Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2024-2025 School Year

BACKGROUND: The District's Special Education Department would like to contract with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2024-2025 school year to provide a 1:1 LVN/RN to manage diabetics and perform other duties as required.

RATIONALE: Tracy Unified School District must offer a continuum of services. This request supports the districts Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for this contract will be \$330,000.00 for the 2024-2025 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of 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 Alegre Care Inc, dba Alegre Home Care and Staffing, 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: _____
Perform catheterizations, manage diabetics, provide 1:1 LVN/RN services, and perform other duties as required.
District shall pay rate LVN 1 rate: \$56.50

- 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 225 _____ () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location District Wide.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ see rate above per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 330,000.00. 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, 2024, and shall terminate on June 30, 2025.
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, Jason Davis 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:



Contractor Signature

46-4825783

IRS Identification Number

Client Services Manager

Title

4830 Redwood Highway

Address

Ste. A-6

San Rafael, CA 94903

*Client services
manager*

Title

Tracy Unified School District

Date

01-6500-0-5750-3140-5800-800-2542

Account Number to be Charged

Special Education Department

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 21, 2024
SUBJECT: Approve Contract Service Agreement with Excel Interpreting LLC for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with Excel Interpreting LLC. The District's Special Education Department would like to contract with Excel Interpreting LLC for the 2024-2025 school year to provide translation of documents as well as interpretation in-person, on-line and telephone.

RATIONALE: Tracy Unified School District must offer a continuum of services. This request supports the districts Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for this contract will be \$15,000.00 for the 2024-2025 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Excel Interpreting LLC for the 2024-2025 school year.

Prepared by: Jason Davis, Director of 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 Excel Interpreting & Translating 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 translation of documents as well as interpretation in person, on-line and telephone (at parent request).
These services are for parents who have a student in Special Education and need interpretation at school and district meetings.

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 Up to thirty (30) () [✓] HOURS | | DAYS, under the terms of this agreement at the following location District Wide.

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

- a. District shall pay \$ See #1 per | | HOUR | | DAY [✓] FLAT RATE, not to exceed a total of \$ 15,000.00. 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 \$ 200.00 for the term of this agreement.
- c. District shall make payment on a | | MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025.

5. This agreement may be terminated at any time during the term by either party upon 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, Jason Davis, 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:

Ken Saephan 05/22/24 Billing Manager
Contractor Signature Title
27-2244933
IRS Identification Number
Ken Saephan
Title
Billing Manager
Address
2081 Arena Blvd. Suite 260
Sacramento, California 95834

Tracy Unified School District

Date

01-6500-0-5770-1110-5800-800-2542

Account Number to be Charged

Special Education Department

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 21, 2024
SUBJECT: Approve Contract Service Agreement with Pawar Transportation for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with Pawar Transportation. The District's Special Education Department would like to contract with Pawar Transportation to provide transportation of special education students to a Non-Public school for the 2024-2025 school year.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expense for this contract will be \$180,000.00 for the 2024-2025 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Pawar Transportation for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of 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 PAWAR TRANSPORTATION, 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 TRANSPORTATION SERVICES TO SPECIAL EDUCATION STUDENTS TO AND FROM DISTRICT WIDE SCHOOL SITES AND NON-PUBLIC SCHOOLS (NPS).

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 200 () | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location DISTRICT WIDE.

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

- a. District shall pay \$ 145.00 - \$320.00 per | **HOUR** | | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$ 180,000.00. 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, 2024, and shall terminate on June 30, 2025.

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, Jason Davis, 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:



Contractor Signature

Title

Amen Pawar-LaRosa

IRS Identification Number

76-0723826

Title

Marketing/Business Development

Address

2815 Mitchell Dr., Suite 120

Walnut Creek, CA, United States

Tracy Unified School District

Date

01-6500-0-5770-1110-5800-800-2542

Account Number to be Charged

Special Education Department

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to provide Professional Development to Support STEM Implementation

BACKGROUND: The 2023-2024 TUSD LCAP states that STEM for all students with support of the AdvanceSTEM Grant is a key initiative to meet the overarching LCAP Goals. The STEM Division of the San Joaquin County Office of Education (SJCOE) has been working with TUSD's STEM Department to identify areas of need to support and accelerate STEM learning in TUSD. Effective STEM implementation necessitates expert content support from SJCOE in a variety of areas that address the needs of site administrators, teacher-leaders, teachers, and students:

- Support the development of NGSS aligned district assessments for grades K-12
- Provide NGSS professional development for PK-12 teachers and Instructional Leadership Teams
- Provide computer science professional learning to directly support the teaching of STEM
- Provide lesson study facilitation and training to help sustain and improve instructional quality.

RATIONALE: To support achieving TUSD's STEM goals:

- The development of district science assessments that are aligned to the scope and sequence for each grade/science course is essential and will provide useful data to determine the extent to which students are learning science standards.
- Knowledgeable Instructional Leadership Team members are critical to supporting STEM instruction at each school site.
- Knowledgeable teachers who understand computer science standards and how to effectively teach them is necessary to build student understanding of computer science.
- Increasing the number of teachers and ILT members who have participated in lesson study will increase instructional capacity at each site.

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

and emotional potential; and, Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the SJCOE STEM support services is not to exceed \$50,000 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to provide Professional Development to Support STEM Implementation.

Prepared by: Dean Reese, Director of PreK-12 STEM 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 Division, 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: Support the development of NGSS aligned district assessments for grades K-12, provide NGSS professional development for PK-12 teachers and Instructional Leadership Teams, provide computer science professional learning to directly support the teaching of STEM, and provide lesson study facilitation and training.

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 31.5 () [] 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 \$50,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 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 July 1, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, 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. Amin / W. Amin Jr.
Contractor Signature
68-0006282
IRS Identification Number
Div. Directors.
Title
0922 Transworld Bn
Address
Stockton, CA 95206

Div Director / Div. Director
STEM Operations
Title

Tracy Unified School District

Date

Account Number to be Charged

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 professional learning for the 2024-2025 school year.

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

I. SCOPE OF WORK

- SJCOE STEM Programs will provide the following services:
 - Computer Science Professional Learning (STEM Lessons/Unit Support)
 - Buyback day workshops for computer science and NGSS for elementary and secondary teachers
 - Development of NGSS assessments to support scope and sequences with K-5 and 6-12 Science Committees
 - Instructional Leadership Team facilitation support for K-12 team members
 - Mini-lesson study facilitation and support for high school science teachers

Specific Days and Times:

Date	Duration	Location	Subject	Who	PD Days	Cost
4, 1 hour workshops during the year	1-hr sessions	In-person	Computer Science for PK-12th Grades	Steve or 1 additional provider	In-person after school	not to exceed \$3,550
July 30, 2024	1 full day	Tracy	Computer Science workshops for buy-back day	2 PD providers	1, K-5 and 1, 6-12 sessions (½ days)	not to exceed \$2,600
July 30, 2024	1 full day	Tracy	NGSS/STEM workshops for buy-back day	2 PD providers (1 for each session)	1, K-5 and 1, 6-12 sessions (½ days)	not to exceed \$2,600
9/6/24, 11/1/24, 1/24/25, 4/4/25	4 full days	Tracy	Grades K-5 scope and sequence work	1 provider	NGSS District common assessments	not to exceed \$8,000
9/27/24, 11/15/24, 1/31/25, 4/1/25	4 full days	Tracy	Grades 6-12 scope and sequence work	1 provider	NGSS District common assessments	not to exceed \$8,000



8/22, 9/19, 10/17, 11/14, 1/16, 2/13, 3/20, 4/10	7 half-days	Tracy	ILT team support	1 provider	NGSS/STEM pedagogy and lesson study facilitation training	not to exceed \$3,150
TBD	17 full days	Tracy	STEM mini-lesson study support	2 providers	Mini-Lesson Study Support Facilitation	Not to exceed 20 days (10 days for each PD provider) \$22,100
Professional Learning Subtotal	31.5 days				Total Cost	\$50,000

Professional Learning Costs:

Computer Science Professional Learning:

- 4, after-school sessions for PK-12 for technical assistance in computer science and math professional learning focusing on AI, data science, and building learning communities. 4, 1 hour session = $\$887.50 \times 4 = \mathbf{\$3,550}$
- July 30, ½ day computer science workshops and technical support for up to 2 PD providers with prep = $\$1,300 \times 2 = \mathbf{\$2,600}$

NGSS/STEM Professional Learning and Development:

- July, 30, 2023 buy back day session for K-5 teachers. ½ day with prep = $\$1,300 \times 1 \text{ provider} = \mathbf{\$1,300}$
- July 30, 2023 buyback day session for 6-12 teachers. ½ day with prep = $\$1,300 \times 1 \text{ provider} = \mathbf{\$1,300}$
- K-5 scope and sequence and assessment work. 4 full days with prep = 4 days $\times \$2,000 \times 1 \text{ provider} = \mathbf{\$8,000}$
- 6-12 scope and sequence and assessment work. 4 full days with prep = 4 days $\times \$2,000 \times 1 \text{ provider} = \mathbf{\$8,000}$
- Instructional Leadership Team support for NGSS/STEM pedagogy and lesson study facilitation. 1 provider = $\$225 \times 2 \text{ hours} \times 7 \text{ sessions} = \mathbf{\$3,150}$
- 17 full days (8.5 for each provider) of STEM mini-lesson study facilitation for 2 providers. $\$1,300 \times 2 \text{ providers} \times 10 \text{ days} = \mathbf{\$22,100}$

Total = \$50,000

II. TERMS OF AGREEMENT

- This agreement will be in effect from May 16, 2024 – July 1, 2025.



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

III. COMPENSATION

- Professional learning costs (which include preparation, travel, and materials).
 - TUSD will pay SJCOE in the total amount of \$50,000.00 within thirty (30) days of receipt of the invoice from SJCOE.

IV. 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.

V. 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. TUSD 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 TUSD's performance under this agreement. Similarly, SJCOE agrees to indemnify and hold harmless TUSD's Superintendent, Board of Education, officers, agents and employees against any and all claims, which may result from SJCOE's performance under 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.

Are you, any of your employees a sub-contractor of CalSTRS or CalPERS retiree?

☐ Yes

☐ No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes

☐ No

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

Annie Cunial

Annie Cunial, Div. Director of STEM Programs

TRACY UNIFIED SCHOOL DISTRICT

Dean Reese, Director of STEM

05/20/2024

Date

Date



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

Warren Sun

Warren Sun, Div. Director of Operations

05/20/2024

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 21, 2024
SUBJECT: Approve Agreement for Services between IXL Learning, and Tracy Charter School to provide IXL Learning Site license in Math for the 2024-2025 School Year

BACKGROUND: Tracy Charter School has a need for intervention in math based on our CAASPP scores. IXL is a digital learning platform that is tailored to each student's specific subject, topic, and curriculum needs. The curriculum-based program includes a real-time diagnostic, actionable analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. Teachers and administrators will be able to provide differentiated intervention and curriculum to students and monitor their progress throughout the school year. The site license also includes site professional development for staff members.

RATIONALE: School wide assessment data, FastBridge assessments, and state test scores have indicated the need to provide intervention for students to address both learning needs and learning loss. We will utilize IXL for K-12 students based on their needs, to track progress, and record growth.

FUNDING: The cost, not to exceed \$7,000.00. This cost will be paid from Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning and Tracy Charter to provide IXL Learning site license in Math for the 2024-2025 School Year.

Prepared by: Annabelle Lee, Tracy Charter School, Principal.



SALES CONTRACT
CONTRACT #198437
May 22, 2024

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Annabelle Lee
Tracy Charter School
1904 N Corral Hollow Rd
Tracy, CA 95376

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Chad Fescoe	1389017-3	Aug 26, 2024 – Aug 26, 2025

PAYMENT PLAN

Amount	Invoice date
\$3,695	July 1, 2024
TOTAL	\$3,695

Price valid until June 22, 2024

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

5/22/24



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE

QUOTE # 1389017-3
DATE: MAY 22, 2024

TO:
Annabelle Lee
Tracy Charter School
1904 N Corral Hollow Rd
Tracy, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Chad Fescoe		August 26, 2024 - August 26, 2025	June 22, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-12: 250 students) Subject: Math <i>K-8 math licenses include complimentary access to IXL's universal screener</i>	\$3,000.00	\$3,000.00
1	IXL Foundations I: Essential Tools for Daily Instruction (virtual professional learning session) <i>Unlimited instructor accounts included</i>	\$695.00	\$695.00
SUBTOTAL			\$3,695.00
SALES TAX			—
SHIPPING & HANDLING			—
TOTAL DUE			\$3,695.00

Ordering Instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click [here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 1389017-3. For international accounts, we can accept wire transfers for an additional fee.



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
- 8. SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 4, 2024
SUBJECT: Approve Out of State Overnight Travel for the West High School Track & Field Athlete Xienna Cardona Renshaw, Coach Renshaw and Coach Williams to attend the New Balance Nationals in Philadelphia, PA. June 13 - 16, 2024

BACKGROUND: The West High School Track & Field Freshman, Xienna Cardona Renshaw, Coach David Renshaw and Coach TJ Williams would like to attend the New Balance Nationals in Philadelphia, PA. The trip would consist of 1 student and 2 Advisors to attend. Athlete and coaches will travel via airline and rental vehicle. The athlete and coaches will be staying at the Home Suites in Philadelphia, PA.

RATIONALE: The opportunity to participate by qualification to the New Balance Nationals Outdoor Championships. This opportunity will provide the student-athlete a chance to complete at the highest national level and the possibility to achieve a collegiate athletic scholarship in the future. This aligns with 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 of this trip are 2 airline tickets, rental vehicle, 2 hotel rooms for 4 days and 3 nights, food, and entry fees. This will be paid by WHS TRACK ASB in the amount of approximately \$4,500.00.

RECOMMENDATION: Approve Out of State Overnight Travel for the West High School Track & Field Athlete Xienna Cardona Renshaw, Coach Renshaw and Coach Williams to attend the New Balance Nationals in Philadelphia, PA. June 13 - 16, 2024.

Prepared by: Mr. Gary Henderson, Merrill F. West High School Principal.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 31, 2024
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Lule Mejia, Clarissa Speech Language Pathologist	DEC	07/20/2024	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Chavarria, Brandy Teacher	Stein	06/30/2024	Personal
Cook, Anna Teacher	MES	05/31/2024	Personal
De Trinidad, Cristian Teacher	SWP	06/30/2024	Personal
Isip, Rowena Teacher	HES	06/30/2024	Personal

Lopez, Edgar Teacher	PCES	05/31/2024	Personal
Rottenburg, Marie Anne Teacher	WMS	06/04/2024	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mendoza, Maria Food Service Worker	THS	5/31/2024	Retirement
Truesdell, Cynthia Para Educator I	CES	6/28/2024	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alvarez Aldrete, Adrian Irrigation Specialist/Bus Driver/ Custodian	MOT	6/2/2024	Accepted Position
Burroughs, Rachel Para Educator I	WMS	5/31/2024	Personal
Garcia, Matthew Special Education Para Educator	WHS	5/30/2024	Personal
Garcia, Salvamar School Supervision Assistant	CES	5/31/2024	Personal
Jefferson, Jabari Utility Person III	Stein	6/2/2024	Accepted Position
Jones, Dawnetta School Supervision Assistant	MVMS	5/28/2024	Personal
Kalia, Meenakshi Para Educator I	KHS	5/31/2024	Personal
Lindahl, Eden Special Education Para Educator I	NES	5/31/2024	Personal
Nervis, Robert Utility Person II	WHS	5/22/2024	Personal

Ochoa, Tatiana Para Educator I	CES	8/1/2024	Accepted Position
Pineda, Abigail Para Educator I	GKES	5/31/2024	Personal
Sanchez, Itzel Para Educator I	SWP	6/21/2024	Personal
Willhoit, Davin Utility Person II	AFES	6/28/2024	Personal

BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Corbett, Heather Girls' Varsity Volleyball	WHS	5/10/24	Personal
Muniz, Theodore Varsity Baseball	THS	5/28/24	Personal
Silcox, Jennifer Pep Squad Assistant	WHS	5/21/24	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 21, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Lopez, Jose

Rocha, Bernadete

BACKGROUND:

Alvarez Aldrete, Adrian

Jefferson, Jabari

CERTIFICATED

Kimball High School
Spanish (Replacement)
"A" Class I, Step 9 - \$68,850.00
Fund: General

Jacobson Elementary
SDC 2-4 Grade Mild/Mod. (Replacement)
"B" Class VI, Step 9 - \$94,928.00
Fund: Special Education

CLASSIFIED

Mechanic (Replacement)
Transportation
Range 49, Step A - \$33.20 per hour
Fund: 60% Home-to-School Transportation
40% Special Education Transportation

Utility Person III (New)
MOT/West High Grounds
Range 38, Step B - \$26.87 per hour
Fund: Routine Repairs and Maintenance

Ochoa, Tatiana

Para Educator I (New)
Jacobson Elementary
Range 24, Step D - \$21.29 per hour
Fund: Targeted SES

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 3, 2024
RE: Approve Employment of 2024 Summer School Staff

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2024 summer school session. Assignments for the 2024 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

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 and 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: Summer School Funding.

RECOMMENDATION: Approve Employment of 2024 Summer School Staff.

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

SUMMER SCHOOL EMPLOYMENT 2024

<u>Last</u>	<u>First</u>	<u>Hours</u>	<u>Rate</u>	<u>Position</u>	<u>Site</u>	<u>Approximate Total Salary</u>
Abad	Christina Marie	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$2,800
Agapie	Susan	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Aguilar	Carmen	6.5	\$22.83	Food Service Worker	Tracy High	\$1,484
Aguilar	Crystal	5	\$22.30	Para Educator I, IEP	Hirsch	\$2,007
Aguirre	Jose Fernando	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Akhtar	Abraham	Daily rate	\$280.00	Teacher, Bridge Program	West	\$2,800
Alvarado	Salvador	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Alvaro	Sherri	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Anaya	Lorena	8	\$30.97	Bus Driver	MOT	\$4,460
Anderson	Jena	2.25	\$21.29	Bus Aide, ESY	DEC - SpEd	\$862
Anguiano Hernandez	Melissa	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Ape	Michelle	5	\$23.94	Para Educator I, Special Education	Hirsch	\$1,436
Arrellano	Lidia	5	\$22.30	Para Educator I, IEP	Hirsch	\$2,119
Avalos	Sofia	5.5	\$22.30	High School Attendance Clerk	Tracy High	\$2,453
Baccam	Melissa	5	\$21.81	Para Educator I, Special Education	Hirsch	\$2,072
Bachelder	Monique	6.5	\$22.83	Food Service Worker	West High	\$3,561
Bajwa	Amandeep	3	\$18.98	School Supervision Assistant	Tracy High	\$968
Baker	Charlene	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Ballutay	Anna	5	\$22.30	Para Educator I, K-8 Summer Intervention	North	\$2,007
Baxter	Stephanie	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Behnam	Scott	Daily rate	\$280.00	Teacher, Bridge Program	West	\$2,800
Bennett	Sara	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Bernal	Lina	8	\$30.97	Bus Driver	MOT	\$4,460
Bhopal	Sarika D	5	\$21.81	Para Educator I, Special Education	Tracy High	\$2,072
Bonfil	Marissa	8	\$26.87	Bus Driver	MOT	\$3,224
Bradford	Marnie	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Brown	Athena	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Butler	Elizabeth	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Camacho	Micaela	3.5	\$21.81	Food Service Worker	Tracy High	\$1,298
Camacho	Cynthia	2.75	\$17.31	School Supervision Assistant	Hirsch	\$857

Castro Vazquez	Ma Veronica	5	\$23.94	Para Educator I, Special Education	Tracy High	\$2,274
Castro-Crawford	Gina	7	\$26.28	Library Tech, High School	Tracy High	\$3,679
Cavanna-Crowley	Colette	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Chapman	Lourdes	4.5	\$22.30	Para Educator I, Kindergarten Bridge	McKinley	\$1,004
Chaturvedi	Nisha	5	\$20.77	Para Educator I, Special Education	Hirsch	\$1,973
Chavez	Elizabeth	5	\$22.30	Para Educator I, IEP	Hirsch	\$2,119
Chavez	Cinthya	Daily rate	\$553.60	SLP, ESY	DEC	\$6,643
Chitwood	Cameron	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Clark	Suzie	6.5	\$22.83	Food Service Worker	McKinley	\$1,484
Clary	Deanne	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Coker	Lauren	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Contreras	Erika	6.5	\$22.83	Food Service Worker	West High	\$1,484
Cordisco	Monica	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Corona	Debra	Daily rate	\$280.00	Credit Recovery Teacher	Tracy High	\$2,520
Costa	Michiko	5	\$20.34	Para Educator I, K-8 Summer Intervention	North	\$1,831
Costa	Michiko	4.5	\$20.34	Para Educator I, Kindergarten Bridge	McKinley	\$915
Costa Alongi	Ana	5	\$23.94	Para Educator I, IEP	Hirsch	\$2,155
Curiel	Isabel	5	\$20.34	Bilingual Para, English Learner Academy	North	\$1,831
Dander	Liane	5	\$23.94	Para Educator I, Special Education	Tracy High	\$2,274
Dayal	Shareene	5	\$20.34	Para Educator I, IEP	Tracy High	\$1,932
De Bravo	Llanet	7.5	\$24.49	Food Service Worker II	Williams	\$4,959
Del Rosario	Laarnie	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Deol	Susana	stipend	\$4,914.00	Counselor - High School Program	Tracy High	\$4,914
Diaz	Alex	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Diaz	Livier	5	\$22.30	Para Educator I, IEP	Hirsch	\$2,119
Dituri	Donna	Daily rate	\$280.00	Teacher, Adult School ILC	Adult School	\$5,320
Dokku	Sarada	3.5	\$22.83	Food Service Worker	North	\$1,358
Dominguez	Ellen	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Edwards	Troy	stipend	\$4,914.00	Counselor- TISCS	TISCS	\$4,914
Edwards	Bonnie	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Elisavet	Barajas	stipend	\$3,600.00	High School Bridge Principal	Kimball High	\$3,600

Elkins	Kimberly	Daily rate	\$280.00	Teacher, English Learner Academy	West	\$5,320
Engelman	Sandra	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,320
Fallquist	Jeremy	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Feller	Marissa	7	\$25.64	Library Tech, K-8 ESY	Hirsch	\$3,590
Fracolli	Stephanie	5	\$21.81	Para Educator I, Special Education	Hirsch	\$1,527
Frangos	Eden	Daily rate	\$280.00	Teacher, Bridge Program	West	\$2,800
Frings	Laura	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Galli	Nicole	5.5	\$23.33	Attendance Clerk, TISCS	TISCS	\$1,283
Garcia	Carolina	7	\$21.81	Food Service Worker	Williams	\$3,206
Garcia	Gina	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Gardea	Julia	6.5	\$20.77	Food Service Worker	McKinley	\$3,240
Garrick	Nichole	5.5	\$21.81	High School Clerk Typist	Tracy High	\$2,399
Gaudreau	Jennifer	5	\$22.30	Para Educator I, IEP	Hirsch	\$2,119
Ghosh	Mili	4	\$21.81	Para Educator I, Special Education, Pre K	Hirsch	\$1,658
Giardina	Tammy	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,320
Gomes	Lisa	8	\$30.97	Bus Driver	MOT	\$3,716
Gomez-Zavala	Joshua	Daily rate	\$280.00	Teacher, Bridge Program	Tracy	\$2,800
Govea	Yadira	5	\$18.53	Bilingual Para, English Learner Academy	Tracy High	\$1,668
Grant	Marilyn	2.25	\$22.30	Bus Aide, ESY	DEC - SpEd	\$903
Green	Hannah	stipend	\$6,950.00	High School Assistant Principal	West High	\$6,950
Greer	Cindy	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Gusman	Victoria	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Gutierrez	Anabel	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Guzman	Monica	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Hackney	Tara	Daily rate	\$280.00	Teacher, ESY	Tracy	\$5,600
Hall	Christina	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Handel	Ron	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,320
Harris	Jack	8	\$30.97	Bus Driver	MOT	\$4,460
Harris-Massey	Shorikka	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Harvey	Maristela M	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Hawk	Michelle	6.5	\$22.83	Food Service Worker	Jacobson	\$3,561
Hawkins	Susan	stipend	\$4,875.00	Principal, K- 8 Title I	North	\$4,875

Hawkins	Catherine	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Heim	Jacqueline	4	\$21.81	Para Educator I, Special Education, Pre K	Hirsch	\$1,658
Henderson	Gary	stipend	\$3,850.00	High School Principal	Tracy High	\$3,850
Henderson	Jennifer	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Hernandez	Josefina	3.5	\$22.83	Food Service Worker	McKinley	\$1,199
Hernandez	Diana	4	\$23.94	Para Educator I, Special Education, Pre K	Hirsch	\$1,819
Howell	D. Rusty	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Hundal	Ajinderjit	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Hupman	Tida	Daily rate	\$280.00	Teacher, ESY	Tracy	\$5,600
Hutchison	Lori	6.5	\$22.83	Food Service Worker	Jacobson	\$2,226
Jacobs	Kimberly	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Jamash	Homaira	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
James-Bryant	Alexandria	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Jensen	Joshua	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Jensen	Cassidy	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Jett	Andrea	4	\$23.94	Para Educator I, Special Education, Pre K	Hirsch	\$1,819
Kalathil	Balijit	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Kammen	Michelle	3	\$20.77	School Supervision Assistant	Tracy High	\$1,059
Kaur	Baljinder	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Kaur	Harpreet	3.5	\$19.89	Food Service Worker	Hirsch	\$1,253
Kaur	Varinderjit	5	\$22.30	Para Educator I, K-8 Summer Intervention	North	\$2,007
Kaur	Ranvir	2.75	\$17.31	School Supervision Assistant	North	\$857
Kaur	Rupinder	5	\$20.77	Para Educator I, Special Education	Hirsch	\$1,973
Kelly	Esther	2.75	\$20.77	School Supervision Assistant	North	\$971
Kim	Susie	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Klug	Victoria	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Kovac	Ronald	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Lagunas	Perla	5	\$22.30	Para Educator I, K-8 Summer Intervention	North	\$2,007
Landin	Jesus	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Larez Silva	Aine	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$2,800
Lee	Annabelle	Stipend	\$4,053.00	TISCS High School Principal	TISCS	\$4,053

Leiske	Leeya	7	\$22.83	Food Service Worker	Tracy High	\$2,877
Lopez Ortiz	Brenda	5	\$22.30	Bilingual Para, English Learner Academy	North	\$2,007
Lopez-Peralta	Katia	4	\$23.94	Para Educator I, Special Education, Pre K	Hirsch	\$1,819
Lucatero	Gracie	6.5	\$19.89	Food Service Worker	Tracy High	\$905
Magana	Elvira	5	\$21.81	Para Educator I, Special Education	Hirsch	\$2,072
Maroufkhani	Grace	3.75	\$22.83	Food Service Worker	Kimball High	\$771
Marquez	Sandra	Daily rate	\$280.00	Teacher, English Learner Academy	West	\$5,320
Martin	Mauricio	stipend	\$3,600.00	High School Bridge Principal	West High	\$3,600
Martin	Mauricio	stipend	\$3,850.00	High School Principal	Tracy High	\$3,850
Martinez	Meriyiah	5.5	\$18.98	K-8 Intervention Clerk Typist	North	\$2,088
Martinez Vazquez	Isela	4.5	\$22.30	Para Educator I, Kindergarten Bridge	McKinley	\$1,004
Martinho	Sherry	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,320
Mavis	Michelle	4	\$21.81	Para Educator I, Special Education, Pre K	Hirsch	\$1,658
McClelland	Mike	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,320
McCurdy	Erin	3.5	\$22.83	Food Service Worker	Tracy High	\$1,358
Mears	Pamela	5	\$22.30	Para Educator I, HS Bridge Program	Tracy High	\$1,115
Medina	Kelli	4.5	\$20.34	Para Educator I, IEP	McKinley	\$824
Meka	Bharathi	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Mendelsohn	Donnette	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Mendiola	Rianne	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Mendoza	Milane	5.5	\$21.81	K-8 ESY Clerk Typist	Hirsch	\$2,399
Meyers	Elissa	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Miles	Lisa	4	\$19.89	Para Educator I, Special Education, Pre K	Hirsch	\$1,512
Mohammadi	Marwa	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Moody	Maria	2.25	\$22.30	Bus Aide, ESY	DEC - SpEd	\$903
Mora	Mariza	5	\$20.77	Para Educator I, Special Education	Hirsch	\$1,973
Morelos	Marisol	4.5	\$22.30	Para Educator I, Kindergarten Bridge	McKinley	\$1,004
Morelos-Bedolla	Maricela	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$2,800
Moren	Aaron	Daily rate	\$280.00	Teacher, Bridge Program	Kimball	\$2,800
Moreno	Melinda	4	\$23.94	Para Educator I, Special Education, Pre K	Hirsch	\$1,819
Morgan	Shadee	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Morris	John	Daily rate	\$280.00	Teacher, Bridge Program	West	\$2,800
Moss	John	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320

Nair	Reshma	5	\$19.39	Para Educator I, IEP	Tracy High	\$1,842
Neverson	Jazmyn	Daily rate	\$280.00	Teacher, ESY	Tracy	\$5,600
Nguyen	David	6.5	\$21.81	Food Service Worker	Hirsch	\$2,552
Nguyen	Nhu	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Nielsen	Heather	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Noll	Elizabeth	5	\$20.77	Para Educator I, Special Education	Hirsch	\$2,274
Novoa	Liliana	8	\$30.97	Bus Driver	MOT	\$4,460
Nunez Diaz	Mille	5	\$22.30	Bilingual Para, English Learner Academy	North	\$2,007
Ochoa	Vivian	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
O'Leary	Jennifer	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$2,800
Ortiz	Guadalupe	6	\$22.83	Food Service Worker	Williams	\$3,698
Ortiz	Elizabeth	5	\$20.34	Para Educator I, HS Bridge Program	West High	\$1,017
Peltz	Theresa	Daily rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Pemberton	Christine	5	\$22.30	Para Educator I, IEP	Hirsch	\$1,896
Perez	Iztel	7	\$23.33	Library Tech, K-8 Intervention	North	\$2,940
Perez	Jaime	Daily rate	\$280.00	Teacher, Adult School ILC	Adult School	\$5,320
Peters-Libeu	Clare	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Plascencia	Efigenia	2.75	\$20.77	School Supervision Assistant	Hirsch	\$1,028
Putt	Angela	Daily rate	\$280.00	Teacher, ESY	Tracy	\$5,600
Quarbandi	Haidee	5	\$25.64	Paraprofessional II, Adult Education	Adult School	\$2,436
Quintero	Veronica	6.5	\$18.98	Food Service Worker	Tracy High	\$2,097
Quintor	Patricia	5	\$22.83	Para Educator I, Special Education	Hirsch	\$2,169
Ramirez	Lucia	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Ramirez	Nancy	Daily rate	\$280.00	Teacher, English Learner Academy	West	\$5,320
Ramiso	Maria	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,320
Ramzi	Shakila	4	\$23.94	Para Educator I, Special Education, Pre K	Hirsch	\$1,819
Rancatore	Karin	4.5	\$22.30	Para Educator I, Kindergarten Bridge	McKinley	\$1,004
Rawson	Marissa	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Reading	Karen	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Reese	Sophy	stipend	\$7,700.00	Principal, PreK-12 ESY	North	\$6,500
Resendiz	Vivian	5	\$20.77	Para Educator I, Special Education	Hirsch	\$1,973
Resendiz	Concepcion	5	\$22.83	Para Educator I, Special Education	Hirsch	\$2,169
Reyes	Lourdes	6.5	\$22.83	Food Service Worker	SouthWest	\$2,226

Reyes	Reina	5	\$21.81	Para Educator I, Special Education	Hirsch	\$2,072
Richard	Mary Dorin	5	\$18.53	Para Educator I, IEP	Tracy High	\$1,760
Rieman	Kimberly	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Robledo	Lisa	5	\$22.30	Para Educator I, IEP	Tracy High	\$2,119
Rodgers	Shauna	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Rodriguez	Ana	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Romero	Leticia	4	\$22.83	Para Educator I, Special Education, Pre K	Hirsch	\$1,735
Rosales	Desi	Daily rate	\$280.00	Teacher, English Learner Academy	West	\$5,320
Rosas	Gloria	5	\$21.29	Bilingual Para	North	\$1,916
Ruiz de Fuentes	Isabel	6	\$22.83	Food Service Worker	Williams	\$2,877
Samayoa Baten	Shaneen	4	\$22.83	Para Educator I, Special Education, Pre K	Hirsch	\$1,735
Samuels	Jody	5.5	\$25.64	K-8 ESY Attendance Clerk	Hirsch	\$2,820
Sanchez	Jessica	5.5	\$24.49	K-8 Attendance Clerk, Intervention	North	\$2,694
Sanchez	Denise	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Sanchez	Itzel	4.5	\$21.29	Para Educator I, Kindergarten Bridge	McKinley	\$958
Sankus	Mark	Daily rate	\$280.00	Teacher, Bridge Program	Kimball	\$2,800
Sathesh	Arthi	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Seierup	Monica	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$2,800
Shelton	Nathaniel	Daily rate	\$280.00	Teacher, Bridge Program	Tracy	\$2,800
Shergill	Vimaljit	6.5	\$22.83	Food Service Worker	SouthWest	\$3,561
Shimozono	Raney	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Siegel	Patricia	6.5	\$18.98	Food Service Worker	McKinley	\$2,961
Simas	Rickey	5	\$20.77	Para Educator I, Special Education	Tracy High	\$1,973
Sinquefield	Danielle	Daily rate	\$280.00	Teacher, English Learner Academy	West	\$5,320
Smiley	Danielle	5	\$24.49	Para Educator II, Special Education	TYAP	\$2,327
Smith	Michael	8	\$28.19	Bus Driver	MOT	\$4,510
Soto	Aurora	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Soto	Jennifer	5	\$21.81	Para Educator I, Special Education	Hirsch	\$2,072
Speer	Kevin	stipend	\$4,914.00	Counselor - High School Program	Tracy High	\$4,914
Standefer	Jessica	6.5	\$20.77	Food Service Worker	North	\$2,295
Stiles	Wes	Daily rate	\$280.00	Teacher, Adult School ILC	Adult School	\$5,320
Strelka	Meagan	stipend	\$3,600.00	High School Bridge Principal	Tracy High	\$3,600

Strelka	Meagan	Stipend	\$3,647.00	TISCS High School Principal	TISCS	\$3,647
Sucrese	Melissa	7	\$21.81	Food Service Worker	Tracy High	\$1,527
Sundquist	Derek	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Szlendak	Brittany	5	\$21.29	Para Educator I, HS Bridge Program	Kimball High	\$1,065
Tamez	Jessica	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Tiscareno	Victoria	3.5	\$18.98	Food Service Worker	SouthWest	\$1,196
Towkaniuk	Damio	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Vaiyapun Sakthivasan	Raksha	5	\$21.29	Para Educator I, IEP	Hirsch	\$2,023
Vallotton	David	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,320
Varela	Deanna	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Vatran	Rodica	5	\$23.94	Para Educator I, Special Education	Tracy High	\$2,274
Verver	Soquel	5	\$20.34	Para Educator I, IEP	Tracy High	\$1,932
Vigil	Carmen	5	\$21.81	Para Educator I, Special Education	Hirsch	\$2,072
Vik	Marlene	5	\$23.94	Para Educator I, Special Education	Hirsch	\$2,274
Vogel	Maria	6.5	\$22.83	Food Service Worker	North	\$2,523
Wahidi	Najia	5	\$24.49	Para Educator II, Special Education	TYAP	\$2,327
Webb	Tommy	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$5,320
Wheeler	Rebecca	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	North	\$5,320
Wing	Diana	Daily rate	\$280.00	Teacher, Bridge Program	Tracy	\$2,800
Worden	Angela	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,600
Zamora	Sonia	6.5	\$22.83	Food Service Worker	SouthWest	\$1,336
Zamzow	Ryan	Daily Rate	\$280.00	Credit Recovery Teacher	Tracy High	\$2,800
Zermeno	Cecilia	6	\$20.77	Food Service Worker	Williams	\$2,617
Zaragoza	Sandra	7	\$24.49	Food Service Worker II	Williams	\$4,629
Zuniga-Borncamp	Claudia	Daily rate	\$280.00	Bilingual Teacher, K-8 Summer Intervention	North	\$5,320

TOTAL: **\$843,538**



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 11, 2024
SUBJECT: Adopt Revised Board Policy and Acknowledge Administrative Regulation 1330 Community Rental of School District Facilities (Second Reading)

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

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

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy and Acknowledge Administrative Regulation 1330 Community Rental of School District Facilities (Second Reading).

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

COMMUNITY RENTAL OF SCHOOL DISTRICT FACILITIES

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

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

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

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

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

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

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

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

Fees

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

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

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

Calculating Direct Costs

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

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

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

Expending Funds Collected as Capital Direct Costs

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

Use of School Facility as Polling Place

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

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

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

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

Policy Reference Disclaimer:

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

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

40 CFR 141.1-141.723	Drinking water standards
Management Resources	Description
Attorney General Opinion	79 Ops.Cal.Atty.Gen. 248 (1996)
Attorney General Opinion	82 Ops.Cal.Atty.Gen. 90 (1999)
Court Decision	Ellis v. Board of Education (1945) 27 Cal.2d 322
Court Decision	Good News Club v. Milford Central School, (2001) 533 U.S. 98
Court Decision	Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384
Court Decision	ACLU v. Board of Education of Los Angeles (1961) 55 Cal .2d 167
Court Decision	Cole v. Richardson (1972) 405 U.S. 676
Court Decision	Connell v. Higgenbotham (1971) 403 U.S. 207
CSBA Publication	<u>Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement, 2009</u>
CSBA Publication	<u>Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, February 2010</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Department of Education</u>
Website	<u>CSBA</u>

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
0450	<u>Comprehensive Safety Plan</u>
0450	<u>Comprehensive Safety Plan</u>
1000	<u>Concepts And Roles</u>
1160	<u>Political Processes</u>
1230	<u>School-Connected Organizations</u>
1230	<u>School-Connected Organizations</u>
1325	<u>Advertising And Promotion</u>
1330.1	<u>Joint Use Agreements</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
3280	<u>Sale Or Lease Of District-Owned Real Property</u>
3280	<u>Sale Or Lease Of District-Owned Real Property</u>

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

Legal References:EDUCATION CODE:

10900-10914.5 _____ Community Recreation Programs

38130-38138 _____ Civic Center Act: use of school property for public
purposes

HEALTH AND SAFETY CODE

104420 _____ Implementation of tobacco use prevention program

ADOPTED: October 26, 2004

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: May 30, 2024
SUBJECT: Adopt Resolution No. 23-17 to Accept Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE)

BACKGROUND: On or about May 20, 2024, the district filed an application with the California Energy Commission for a Plumbing grant. The grant will provide funds for plumbing upgrades and subsequently the Tracy Unified School District will be to negotiate and finalize a Guaranteed Maximum Price ("GMP") contract for plumbing; which includes valve replacements, appliances, and fixture installation.

RATIONALE: Based on the current amount of the determined grant funding provided through the CALSHAPE program. The Tracy Unified School District would be able to replace the following fixtures at various school sites;

Fixture Type	Unit Count
Toilet/Water Closet	55
Urinal	13
Faucets	112

FUNDING: CALSHAPE Total Award \$ 461,184.00

RECOMMENDATIONS: Adopt Resolution No. 23-17 to Accept Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE).

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

**California Schools Healthy Air, Plumbing, and Efficiency Program
Governing Body Resolution**

RESOLUTION NO. 23-17

Resolution of

Tracy Joint Unified

Name of Local Educational Agency

WHEREAS, the California Energy Commission's California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Program provides grants to local educational agencies (LEA), that includes school districts, charter schools, and regional occupational programs, to fund the assessment, maintenance, and repair of ventilation systems, installation of carbon dioxide monitors, and replacement of noncompliant plumbing fixtures and appliances;

NOW THEREFORE, BE IT RESOLVED, that Board of Trustees of Tracy Joint Unified

Governing Body

authorizes Tracy Joint Unified to apply for a

LEA Name

grant from the California Energy Commission to implement a CalSHAPE Program project.

BE IT ALSO RESOLVED, that in compliance with the California Environmental Quality Act (CEQA), Board of Trustees of Tracy Joint Unified finds that the activity funded by

Governing Body

the grant is (Please select one)

☒ not a project because the plumbing work proposed does not involve construction, alterations, moving walls, or disturbing the ground in any way.

OR

☐ a project that is exempt under _____ because

OR

☐ a project and _____ document was prepared.

BE IT ALSO RESOLVED, that if recommended for funding by the California Energy Commission, the Board of Trustees of Tracy Joint Unified authorizes Tracy Joint Unified

Governing Body

LEA Name

to accept a grant up to \$ 461,184.00 and accept all grant agreement

Grant Amount Requested

terms and conditions.

BE IT FURTHER RESOLVED, that Tania Salinas, Associate Superintendent,
Name of Designated LEA Official or Staff
Jaime Quintana, Director of Facilities, and Lori Nelson, Director of Finance,
Name of Designated LEA Official or Staff *Name of Designated LEA Official or Staff*
are hereby authorized and empowered to execute in the name of
Tracy Joint Unified all necessary documents to implement and
LEA Name

carry out the purpose of this resolution, and to undertake all actions necessary to undertake and complete the energy efficiency projects.

Passed, Approved and Adopted this 11th day of June, 2024.
Month *Year*

Governing Body Representatives:

Steve Abercrombie	-President
Jeremy Silcox	-Vice President
Lynn Dell Hawkins	-Clerk
Zachary Hoffert	-Member
RG Fagin	-Member
Olinga Alexander	-Member
Navi Kahlon	-Member
Robert Pecot, Ed.D.,	-Superintendent



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: May 30, 2024
SUBJECT: Accept Agreement for Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE)

BACKGROUND: Per the Board adoption of Resolution No. 23-17 it is the intent to further improve the Tracy Unified School District facilities to best service and meet the needs of the student and staff within the district.

RATIONALE: The funding received through the CALSHAPE program, will assist in accomplishing the Tracy Unified School District standards of improving its facilities. The planned use of the grant funding will replace fixtures at various schools' sites identified within the agreement. The scope of work identified at the various sites includes the following quantities of fixtures to be replaced;

Fixture Type	Unit Count
Toilet/Water Closet	55
Urinal	13
Faucets	112

FUNDING: \$ 461,184.00, provided by CALSHAPE

RECOMMENDATIONS: Accept the Agreement for the Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: May 30, 2024
SUBJECT: Approve List of Architects with Whom the District may Enter into Agreements for Architectural Services for Future Projects

BACKGROUND: To follow Senate Bill 50 (the State School Facilities Program or SFP), the District must select architectural consultants through a competitive selection process. Due to this requirement and renewal process, a short list of architectural firms will enable the District to be more efficient and effective in keeping the District's projects on schedule. Therefore, an architectural Request for Qualifications (RFQ) process was announced and made available on the District website on March 18, 2024, and adhered to the following schedule;

RFQ:	March 18, 2024
Responses Due:	April 26, 2024 by 2:00p.m.
Panelists Review of SOQs:	April 29 – May 8, 2024
Notification of Shortlist:	May 9, 2024
Interviews:	May 17, 2024

The District received 18 responses to the RFQ and district staff paper screened the responses. From the received and responsive submitting firms, only seven (7) firms were recommended to move forward into the interview process. The architect selection panel (included Tania Salinas - Assist. Sup. of Business Services, Dr. Brian Stephens - former Superintendent, and Jaime Quintana-Dir. of Facilities) interviewed the firms from which a list of qualified firms could be selected for projects.

The below firms are being recommended to the Board for future use by the District. The firms listed herein, may be contacted for future projects.

- Studio W Architects Sacramento, Ca.
- HMC Architects Sacramento, Ca.

RATIONALE: The selection process included the review of written responses to the Request for Qualifications, paper screening, and interviews. The criteria that was used in determining the committee's recommendation was each firm's ability to be innovative in design beyond the traditional sense of "classroom" in a manner that is flexible and able to accommodate changing program delivery as well as technology; ability to design and construct facilities within the constraints of the State School Facilities Program; their knowledge of State programs; their expertise in projects required by the District (i.e. small and or large in scope).

FUNDING: No Funding Implications.

RECOMMENDATIONS: Approve the List of Architects with Whom the District may Enter into Agreements for Architectural Services for Future Projects.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 28, 2024
SUBJECT: Approve Agreements with the Boys and Girls Club of Tracy and SJCOE, to provide Extended Learning Opportunities to TUSD students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities - California Ed. Code (EC) Section 46120. An unduplicated pupil is a pupil enrolled in a school district or charter school who is officially classified as an English learner, is eligible for Free or Reduced-price meals (FRPM), and/or is a foster or homeless youth. The ELOP states that LEAs must provide Before School and/or After School as well as at least 30 days of Intersession (Summer and/or Winter Break) to its unduplicated pupils. The ELO/ELO-P highly encourages LEAs to partner with community-based organizations to assist in providing these services.

RATIONALE: ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21st Century Community Learning Centers (21st CCLC) Program, which requires two key elements: (1) Where tutoring and/or homework help is provided in one or more of the following areas: Language Arts, Mathematics, History/Social Science, Science, or computer training, and (2) Where enrichment is provided that may include but not be limited to: Fine arts, Career and Technical Education, recreation, physical fitness and prevention activities.

Currently, Tracy Unified School District directly partners with the Boys and Girls Clubs of Tracy utilizing the ASES Program at many of our schools and the 21st CCLC through the San Joaquin County Office of Education, who also partner with the Boys and Girls Clubs of Tracy. Continuing the strong partnership between TUSD and the Boys & Girls Club will meet the requirements of ELO/ELO-P and serve the best interests of TUSD students, parents, families, and school and district personnel. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal # 3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

Additionally, this Agenda Item represents the request to approve the 2023-24 ELO-P Plan for TUSD and contract Agreements between the Boys and Girls Clubs of Tracy, the San Joaquin County Office of Education (SJCOE), and the Tracy Unified School District. The Contract Agreements are attached as part of this Agenda item which supports 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, Goal #2 – Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic social, and emotional potential; and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: All expenses will be funded by the District's ELO/ELO-P Funding Allocations. The Agreement with the Boys and Girls Clubs of Tracy shall not exceed \$ 2,800,000.00 and the Agreement with the San Joaquin County Office of Education will not exceed \$ 495,905.00.00.

RECOMMENDATION: Approve Agreements with the Boys and Girls Club of Tracy and SJCOE to provide Extended Learning Opportunities to TUSD students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P).

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



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

**AGREEMENT FOR EXPANDED LEARNING OPPORTUNITIES PROGRAM
TRACY UNIFIED SCHOOL DISTRICT 2024-2025**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and TRACY UNIFIED SCHOOL DISTRICT for consultant and/or special services to be performed by an employee of SJCOE on behalf of SJCOE. The two parties, SJCOE and TRACY UNIFIED SCHOOL DISTRICT, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED:

This Agreement calls for indirect services of San Joaquin County Office of Education, to provide the following services which include but are not limited to; professional development, CPR/First Aid Certifications, attendance tracking and reporting to the California Department of Education, Federal Program Monitoring, development of program plan, technical assistance, onsite coaching, Annual Data Outcome Report, Quality Improvement Plan assistance, CSTARS attendance tracking systems, enrollment assistance with CAL Pads, additional grant writing, summer school planning and school based mental health services support and health services support.

II. TERM OF AGREEMENT:

Services, which include participation in Expanded Learning Opportunities Program (ELOP).
Services will start on or about July 1, 2024, and will be concluded on June 30, 2025.

III. COMPENSATION:

In consideration of the services provided by the SJCOE Comprehensive Health Programs the sum of *\$495,905.00 includes salary and benefits, contracted services, and all other costs for services provided. *The amount and flexible percentage rate are based on the 2024-25 Preliminary Allocations and may be revised with an addendum once the final 2024-25 funding is released. Payments to SJCOE by TRACY UNIFIED SCHOOL DISTRICT for these services will be made upon written request. All approved expenses incurred by SJCOE Comprehensive Health Department in the performance of assigned responsibilities will be the responsibility of SJCOE. Payment must be in compliance with the San Joaquin County Office of Education Administrative Regulation 41323.

IV. TERMINATION OF AGREEMENT:

This agreement shall terminate as set out in Article II. Except:

- (a) SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses, according to this agreement.
- (b) SJCOE may terminate services CONTRACTOR/CONSULTANT at any time, if the professional judgement of the PROJECT MANAGER, named herein, CONTRACTOR/CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the SJCOE's requirements as specified in Article I.
- (c) Either party may terminate by January 2, 2025, for the following fiscal year beginning July 1, 2025.
- (d) In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

V. EXTENSION OF TERM:

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

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

Rob Pecot, Deputy Superintendent
Tracy Unified School District

Date

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 The Boys and Girls Club of Tracy, 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: All duties outlined in the Expanded Learning Opportunities Plan (ELOP) included as a separate document.
Duties include TKK, Summer, intersessions, and Saturdays, and Expanded learning programs for the following sites: Bohn, Freiler, Hirsch, George Kelly, Poet, South West Park, Villalovoz, Central, Jacobson, McKinley, North, Williams, Monte Vista, Tracy High, West High, and Kimball High. Program over site and administrative functions are handled by the Boys and Girls Club of Tracy's Expanded Learning Programs.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 230 () [] HOURS [x] DAYS, under the terms of this agreement at all sites in ELOP Plan.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 2,800,000.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 2,800,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [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 July 1, 2024, and shall terminate on June 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 60 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 ☐ 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:

Kelly Wilson Digitally signed by Kelly Wilson CEO
Date: 2024.05.23 14:50:49 -07'00'

Contractor Signature Title

68-0028682

IRS Identification Number

CEO

Title

753 W. Lowell Ave.

Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

May 23, 2024



**BOYS & GIRLS CLUBS
OF TRACY**

This letter will serve as an agreement between Tracy Unified School District (TUSD) and Boys & Girls Clubs of Tracy (BGCT) regarding payment of the Extended Learning Opportunity Program (ELOP) fund from July 1, 2024 - June 30, 2025. This letter is solely to define the terms for the requested advance payment funds for ELOP. All other terms and conditions contained in the professional services contract for this funding will remain in effect. TUSD agrees to advance BGCT for the 1st, 2nd, and 3rd quarters of the 2024-2025 ELOP contract. The total amount of the contract agreement for this period is \$2,800,000.

TUSD agrees to advance the 1st, 2nd & 3rd quarter payments to BGCT as follows:

1st Quarter Advance

BGCT will submit an estimated invoice to TUSD by July 1, 2024. TUSD will pay on their estimated invoice by July 19, 2024.

2nd Quarter Advance

BGCT will submit an estimated invoice to TUSD by September 2, 2024. TUSD will pay on their estimated invoice by September 20, 2023.

3rd Quarter Advance

BGCT will submit an estimated invoice to TUSD by January 6, 2025. TUSD will pay on their estimated invoice by January 24, 2025.

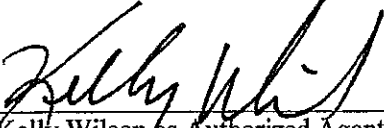
BGCT submits monthly expenditure reports to TUSD.

Settle-Up

In April 2025, the three-quarters of advances will be reconciled with the actual expenses. We will settle with April's payment. April's expenses will be reported to TUSD by May 15, 2025. If BGCT was overpaid for the three quarters, the overpayment amount will be subtracted from April's payment. If BGCT was underpaid for the three quarters, the underpayment amount will be added to April's payment. The months of May and June will be paid once the invoice and expenditure reports are received.

This agreement is for July 1, 2024-June 30, 2025, only.

Please sign below to acknowledge this agreement:



Kelly Wilson as Authorized Agent
CEO, Boys & Girls Clubs of Tracy

5/24/24

Date

TUSD Authorized Agent

Date

ADMINISTRATIVE
OFFICE AND THE
RICHARD O. HASTIE
CLUBHOUSE
753 W. Lowell Avenue
Tracy, CA 95376
209.832.2582 PH
209.832.4687
www.bgctracy.org

Art Freiler Club, Bohn Club,
Central Club, Jacobson Club,
George Kelly Club, McKinley Club,
Monte Vista Club, North Club,
Poet Christian Club, SWP Club,
Villalovoz Club, Wanda Hirsch Club,
West High Club, Williams Club,
Tom Hawkins Club, Jefferson Club,
Monticello Club, Traina Club & Banta

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 22, 2024
SUBJECT: Adopt Revised Board Policy 6020 Parent Involvement and Acknowledge Administrative Regulation 6020 Parent Involvement (Second Reading)

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

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

FUNDING: There is no cost to the District.

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

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

PARENT INVOLVEMENT

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

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

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

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

Title I Schools

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

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

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

PARENT INVOLVEMENT

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

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

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

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

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

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

PARENT INVOLVEMENT**Non-Title I Schools**

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

District-Level Strategies for Title I Schools

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

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

The Superintendent or designee shall ~~may~~:

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

individuals with expertise in effectively engaging parents/guardians and family members in education (20 USC 6318)

The Superintendent or designee shall ~~may~~:

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

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

The Superintendent or designee shall ~~may~~:

- a. ~~Assist parents/guardians in understanding such topics as the state's academic content standards and academic achievement standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children~~ **Identify overlapping or similar program requirements**
- b. ~~Provide materials and training to help parents/guardians work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parent involvement~~ **Involve District and school site representatives from other programs to assist in identifying specific population needs**

- c. ~~Educate teachers, principals, and school office staff, with the assistance of parents/guardians, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools~~ **Schedule joint meetings with representatives from related programs and share data and information across programs**
- d. **Develop a cohesive, coordinated plan focused on student needs and shared goals**
- e. To the extent feasible and appropriate, coordinate and integrate parent involvement **engagement** programs and activities with Head Start, First 5 Preschool, Parents as Teachers Program, public preschools, and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in more fully participating in their children's education
- f. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- g. Provide other such reasonable support for parent involvement **engagement** activities as parents/guardians may request

In addition, the Superintendent or designee may:

- a. Pay reasonable and necessary expenses associated with parent involvement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- b. Train parents/guardians to enhance the involvement of other parents/guardians
- c. Arrange school meetings and conferences at a variety of times for parents/guardians and teachers or other educators who work directly with participating students
- d. Make referrals to community agencies and organizations that offer literacy training, parent education programs, and/or other services that help to improve the conditions of parents/guardians and families
- e. Provide a master calendar of district activities and District meetings

- f. Provide information about opportunities for parent ~~involvement~~ **engagement** through the District newsletter, web site, or other written or electronic means
- g. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
- h. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians as needed
- i. Provide training and information to members of District and school site councils and advisory committees to help them fulfill their functions
- j. Regularly evaluate the effectiveness of staff development activities related to parent involvement

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

~~5~~

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

~~The Superintendent or designee may:~~

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

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

- a. Ensure that the evaluation includes the identification of barriers to greater participation in parent ~~involvement~~ **engagement** activities, with particular attention to parents/guardians who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background (20 USC 6318)
- b. Use the evaluation results to design strategies for more effective parent ~~involvement~~ **engagement** and, if necessary, to recommend changes in the parent involvement policy (20 USC 6318)
- c. Assess the District's progress in meeting annual objectives for the parent involvement program, notify parents/guardians of this review

and assessment through regular school communications mechanisms, and provide a copy to parents/guardians upon their request (Education Code 11503)

d. Strategies to support successful school and family interactions

The Superintendent or designee may:

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

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

The Superintendent or designee may:

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

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

School-Level Strategies and Policies for Title I Schools

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

1. Convene an annual meeting, at a convenient time, to which all parents/guardians of participating students shall be invited and encouraged to attend, in order to inform parents/guardians of their school's participation in Title I and to explain Title I requirements and the right of parents/guardians to be involved
2. Offer a flexible number of meetings, such as meetings in the morning or evening, for which related transportation, childcare, and/or home visits may be provided as such services relate to parent/**guardian** involvement
3. Involve parents/guardians in an organized, ongoing, and timely way in the planning, review, and improvement of Title I programs, including the planning, review, and improvement of the school's parent/**guardian and family engagement involvement** policy and, if applicable, the joint development of the plan for schoolwide programs pursuant to 20 USC 6314.

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

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

This compact shall address:

- a. The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables participating students to achieve the State's student academic achievement standards
- b. Ways in which parents/guardians will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television viewing; volunteering in the classroom; and participating, as appropriate, in decisions related to their children's education and the positive use of extracurricular time
- c. The importance of communication between teachers and parents/guardians on an ongoing basis through, at a minimum:
 - (1) Parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as it relates to the student's achievement
 - (2) Frequent reports to parents/guardians on their children's progress
 - (3) Reasonable access to staff, opportunities to volunteer and participate in their child's classroom, and observation of classroom activities
 - (4) **Regular two-way, meaningful communication between family members and school staff, and, to the extent practicable, in a language that the family members can understand**

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

- a. **Assist parents/guardians in understanding such topics as the state academic standards, state and local academic assessments, the requirements of Title I, and how to monitor a child's progress and work with educators to improve the achievement of their children**
- b. **Provide parents/guardians with materials and training, such as literacy training and using technology (including education about the harms of copyright piracy), as appropriate, to help them work with their children to improve their children's achievement**
- c. **With the assistance of parents/guardians, educate teachers, specialized instructional support personnel, principals and other school leaders, and**

other staff, in the value and utility of parent/guardian contributions and in how to reach out to, communicate with, and work with parents/guardians as equal partners, implement and coordinate parent/guardian programs, and build ties between parents/guardians and the schools

- d. To the extent feasible and appropriate, coordinate and integrate parent/guardian involvement programs and activities with other Federal, State, and local programs, including public preschool programs, and conduct other activities, such as parent resource centers, that encourage and support parents/guardians in fully participating in their children's education
- e. Ensure that information related to school and parent/guardian programs, meetings, and other activities is sent to the parents/guardians of participating students in a format and, to the extent practicable, in a language the parents/guardians can understand
- f. Provide other such reasonable support for parent/guardian involvement activities as parents/guardians may request

In addition, the school plan may include strategies to:

- a. Involve parents/guardians in the development of training for teachers, principals, and other educators to improve the effectiveness of such training
- b. Provide necessary literacy training, using Title I funds if the district has exhausted all other reasonably available sources of funding for such training
- c. Pay reasonable and necessary expenses associated with parent/guardian engagement activities, including transportation and child care costs, to enable parents/guardians to participate in school-related meetings and training sessions
- d. Train parents/guardians to enhance the involvement of other parents/guardians
- e. Arrange school meetings at a variety of times or, when parents/guardians are unable to attend such conferences, conduct in-home conferences between parents/guardians and teachers or other educators who work directly with participating students, in order to maximize parent/guardian involvement and participation
- f. Adopt and implement model approaches to improving parent/guardian involvement

- g. Establish a parent advisory council to provide advice on all matters related to parent/guardian involvement in Title I programs
- h. Develop appropriate roles for community-based organizations and businesses in parent/guardian involvement activities
- i. Make referrals to community agencies and organizations that offer literacy training, parent/guardian education programs, and/or other services that help to improve the conditions of parents/guardians and families
- j. Provide a master calendar of district/school activities and meetings
- k. Provide information about opportunities for parent/guardian and family engagement through the District newsletter, web site, or other written or electronic means
- l. Engage parent-teacher organizations to actively seek out and involve parents/guardians through regular communication updates and information sessions
- m. To the extent practicable, provide translation services at school sites and at meetings involving parents/guardians and family members as needed
- n. Provide training and information to members of District and school site councils and advisory committees to help them fulfill their functions
- o. Provide ongoing workshops to assist school site staff, parents/guardians and family members in planning and implementing improvement strategies, and seek their input in developing the workshops
- p. Regularly evaluate the effectiveness of staff development activities related to parent/guardian and family engagement
- q. Include expectations for parent/guardian outreach and involvement in staff job descriptions and evaluations

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

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

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

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

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

District and School Strategies for Non-Title I Schools

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

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

The Superintendent or designee may:

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

The Superintendent or designee may:

- a. Provide parents/guardians with information regarding ways to create an effective study environment **for their children** at home and to encourage good study habits
 - b. Encourage parents/guardians to monitor their children's school attendance, homework completion, and television viewing
 - c. Encourage parents/guardians to volunteer in their child's classroom and to participate in school advisory committees
3. Build consistent and effective **two-way** communication between the home and school so that parents/guardians **and family members** may know when and how to assist their children in support of classroom learning activities (Education Code 11502, 11504)

The Superintendent or designee may:

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

4. Train teachers, ~~and~~ administrators, **specialized instructional support personnel, and other staff** to communicate effectively with parents/guardians as equal partners (Education Code 11502, 11504)

The Superintendent or designee may:

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

The Superintendent or designee may:

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 22, 2024
SUBJECT: Adopt Revised Board Policy 6190 Evaluation of the Instructional Program
(Second Reading)

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Revised Board Policy 6190 Evaluation of the Instructional Program (Second Reading).

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

EVALUATION OF THE INSTRUCTIONAL PROGRAM

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

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

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

Program Quality Reviews

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

Coordinated Compliance Reviews

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

EVALUATION OF THE INSTRUCTIONAL PROGRAM

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

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

Western Association of Schools and Colleges (WASC) Accreditation

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

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

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

EVALUATION OF THE INSTRUCTIONAL PROGRAM

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

Legal Reference:

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



EDUCATIONAL SERVICES MEMORANDUM

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

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

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

FUNDING: There is no cost to the District.

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 24, 2024
SUBJECT: Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (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 proposed Board Policies are being recommended based upon guidance from the California School Boards Association.

RATIONALE: The CSBA recommends each district adopt a policy to address requests from the community for reconsideration of library and board-adopted instructional materials that is separate from policies about evaluation and selection of these materials.

FUNDING: There is no cost.

RECOMMENDATION: Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (First Reading).

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

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

The Governing Board uses a comprehensive process to adopt district instructional materials and select library materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of community members. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher, the school's teacher-librarian, and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in Administrative Regulation 1312.2.

The district shall accept written complaints, on the Request for Reconsideration Form 1312.2E concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school. Only one complaint at a time will be accepted from a complainant and/or family. The Associate Superintendent for Educational Services or designee will convene a Reconsideration Committee.

When deliberating upon materials submitted for reconsideration, the Superintendent and/or Reconsideration Committee shall consider the educational philosophy of the district, the professional opinions of teachers of the subject and of other competent authorities, reviews of the materials by reputable bodies, the teacher's stated objectives in using the materials, community standards, and the objections of the complainant.

The district's decision shall be based on educational suitability of the materials and the criteria established in Board Policy and Administrative Regulation 1312.2.

Complainants are encouraged to accept the review committee's decision. However, if the complainant finds the decision unsatisfactory, they may appeal the decision to the Board to determine if the reconsideration policy was correctly applied.

When any instructional material is reconsidered by the district, it shall not be subject to further reconsideration for three years, unless the Superintendent determines that reconsideration is warranted.

Complaints related to sufficiency of textbooks or instructional materials shall be resolved pursuant to the district's Williams uniform complaint procedure at AR 1312.4.

Legal Reference

State	Description
Ed. Code 18111	<u>Exclusion of books by governing board</u>
Ed. Code 35010	<u>Control of district; prescription and enforcement of rules</u>

Adopted:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

State	Description
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 44805	<u>Enforcement of course of studies; use of textbooks, rules and regulations</u>
Ed. Code 51501	<u>Subject matter reflecting on race, color, etc.</u>
Ed. Code 60000-60005	<u>Instructional materials; legislative intent</u>
Ed. Code 60040-60048	<u>Instructional requirements and materials</u>
Ed. Code 60119	<u>Public hearing on sufficiency of materials</u>
Ed. Code 60200-60206	<u>Elementary school materials</u>

Cross References

Code	Description
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E	<u>Uniform Complaint Procedures</u>
1312.3-E	<u>Uniform Complaint Procedures</u>
1312.4	<u>Williams Uniform Complaint Procedures</u>
6141	<u>Curriculum Development And Evaluation</u>
6144	<u>Controversial Issues</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6163.1	<u>Library Media Centers</u>
9200	<u>Limits Of Board Member Authority</u>

Adopted:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

Step 1: Informal Complaint

If a staff member, district resident, or parent/guardian of a student enrolled in a district school has a complaint regarding the content or use of any specific instructional material, they shall informally discuss the material in question with the teacher, certificated teacher-librarian and/or principal.

The teacher-librarian and/or principal shall explain to the complainant the district and/or school's selection procedure, criteria, and qualifications of those persons selecting the resource. (Board Policy 6161.1, 6161.11, 6163.1)

The teacher-librarian and/or principal shall explain the particular place the questioned resource occupies in the educational program, its intended educational usefulness, and additional information regarding its use.

Step 2: Formal Complaint

If the complainant is not satisfied with the initial response, they shall present a written complaint to the Associate Superintendent for Educational Services or designee. Complaints regarding printed material shall be provided on the Request for Reconsideration Form 1312.2E. In the case of nonprinted material, written information shall be provided as applicable on the Request for Reconsideration Form 1312.2E. Complainants shall sign all complaints and provide identifying information so that the district is able to make a proper reply. Anonymous complaints will not be accepted.

Upon receiving a formal complaint, the Associate Superintendent for Educational Services or designee shall acknowledge its receipt and answer any questions regarding procedure.

During the investigation of the complaint, the material under reconsideration remains in use until a final decision has been reached. However, upon request of the parent/guardian who has filed the complaint, their child may be excused from using materials under reconsideration until a resolution has been reached. The teacher shall assign the student an alternate material of equal merit.

Step 3: Superintendent Determination

The Superintendent or designee shall determine whether a review committee should be convened to review the complaint.

Step 4: Reconsideration Committee

Associate Superintendent for Educational Services or designee shall

1. appoint a committee composed of at least five members from the following areas as appropriate:

Acknowledged:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

- a) One representative administrator appointed by the Associate Superintendent of Educational Services
 - b) One member of the school teaching staff chosen by school staff (with content expertise)
 - c) One member of the Curriculum Council
 - d) One certificated teacher-librarian
 - e) One member of the School Site Council (SSC) chosen by the SSC or parent group
 - f) At the secondary level, one student selected by the Student Council
2. name a chair of the Reconsideration Committee
 3. convene a Reconsideration Committee within 30 working days after the formal complaint is received

Step 5: The Reconsideration Committee shall

1. Examine the entire resource
2. Determine professional acceptance by reading critical reviews of the resource
3. Judge whether it conforms to the principles of selection outlined in Board Policies and Reference Documents listed here:
 - Board Policy (BP) 6161.1 Evaluation and Selection of Instructional Materials
 - BP 6161.11 Supplementary Instructional Materials
 - BP 6163.1 Library/Resource Centers
 - The American Library Association's Library Bill of Rights (2019)
 - Access to Library Resources and Services for Minors: An Interpretation of The Library Bill of Rights (2019)
 - Access to Resources and Services in the School Library: An Interpretation of The Library Bill of Rights (2014)
 - The National Council of Teachers of English's "The Student's Right to Read" Resolution (2018)
 - Educational Rights and Requests to Remove Instructional Material (2023)
4. Review the criteria specified in Board policy and shall determine the extent to which the material under reconsideration supports the curriculum, the educational appropriateness of the material, and its suitability for the age level of the student.
5. Weight values and faults and form opinions based on the materials as a whole rather than on passages or sections taken out of context
6. Discuss the material under reconsideration in the context of the educational program.
7. Prepare a written report within 30 days of being convened, summarizing its findings. The Superintendent or designee shall notify the complainant of the committee's decision within 15 days of receiving the committee's report and give it to the Associate

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

Superintendent of Educational Services or designee, who shall notify the site principal and library staff of the committee report.

8. A minority report from the dissenting committee member(s) may also be filed.
9. The decision of the reconsideration committee is binding for the Tracy Unified School District.

Step 5: Appeal to the Governing Board

The complainant may appeal the decision to the Board to determine if the reconsideration policy and process were correctly applied.

**Legal Reference
Education Code**

State	Description
Ed. Code 18111	<u>Exclusion of books by governing board</u>
Ed. Code 35010	<u>Control of district; prescription and enforcement of rules</u>
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 44805	<u>Enforcement of course of studies; use of textbooks, rules and regulations</u>
Ed. Code 51501	<u>Subject matter reflecting on race, color, etc.</u>
Ed. Code 60000-60005	<u>Instructional materials; legislative intent</u>
Ed. Code 60040-60048	<u>Instructional requirements and materials</u>
Ed. Code 60200-60206	<u>Elementary school materials</u>
Ed. Code 60400-60411	<u>High school textbooks</u>

**Cross References
Board Policy**

Code	Description
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E	<u>Uniform Complaint Procedures</u>
1312.4	<u>Williams Uniform Complaint Procedures</u>
1312.4-E	<u>Williams Uniform Complaint Procedures</u>

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

Code	Description
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6144	<u>Controversial Issues</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6163.1	<u>Library Media Centers</u>
9000	<u>Role Of The Board</u>
9200	<u>Limits Of Board Member Authority</u>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 22, 2024
SUBJECT: Adopt Revised Board Policies 6161.1, 6161.11 Supplementary Instructional Materials and Acknowledge Administrative Regulation 6161.1 (First Reading)

BACKGROUND: The District continues the process of reviewing, revising, and adding board policies and regulations as current laws and requirements change. The revised Board Policies are being revised based upon guidance from the California School Boards Association.

RATIONALE: These revised Board Policies and Administrative Regulations are related to evaluation and selection of instructional materials.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policies 6161.1 and 6161.11 Supplementary Instructional Materials and Acknowledge Administrative Regulation 6161.1.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 28, 2024
SUBJECT: Adopt Revised Board Policy 6144 Controversial Issues (First Reading)

BACKGROUND: The District continues the process of reviewing, revising, and adding board policies and regulations as current laws and requirements change. The revised Board Policy 6144 is being revised based upon guidance from the California School Boards Association. Approval of these revisions would also result in the abolishment of AR 6144.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy 6144 Controversial Issues (First Reading).

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

CONTROVERSIAL ISSUES

~~The Governing Board believes that students should have opportunities to discuss controversial issues which have political, social or economic significance and which the students are mature enough to investigate and address. The study of a controversial issue should help students learn how to gather and organize pertinent facts, discriminate between fact and fiction, draw intelligent conclusions, and respect the right for others to have opinions.~~

The Governing Board recognizes that the district's educational program may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. Instruction concerning such topics shall be relevant to the adopted course of study and curricular goals and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view.

~~The Board expects teachers to exercise caution and discretion when deciding whether or not a particular issue is suitable for study or discussion in any particular class. Teachers should not spend class time on any topic which is not suitable for the class or related to the established course of study. For public schools, policy on controversial issues is defined in terms of the rights of pupils rather than in terms of the rights of teachers. The pupils have four rights to be recognized:~~

When providing instruction related to a controversial issue, the following guidelines shall apply:

- 1. The topic shall be suitable to the age and maturity of the students.**
- 2. Instruction shall be presented in a balanced manner, addressing all sides of the issue without bias or prejudice and without promoting any particular point of view.**
- 3. In the classroom, teachers act on behalf of the district and are expected to follow the adopted curriculum. In leading or guiding class discussions about issues that may be controversial, a teacher may not advocate his/her personal opinion or viewpoint. When necessary, the Superintendent or designee may instruct teachers to refrain from sharing personal views in the classroom on controversial topics.**
- 4. Students shall be assured of their right to form and express an opinion without jeopardizing their grades or being subject to discrimination, retaliation, or discipline, provided the viewpoint does not constitute harassment, threats, intimidation, or bullying or is otherwise unlawful.**

CONTROVERSIAL ISSUES

5. Students shall be informed of conduct expected during such instruction and the importance of being courteous and respectful of the opinions of others.
 6. Adequate factual information shall be provided to help students objectively analyze and evaluate the issue and draw their own conclusions.
 7. The instruction shall not reflect adversely upon persons because of their race, ethnicity, national origin, sex, sexual orientation, gender identity or expression, disability, religion, or any other basis prohibited by law.
 8. The subject matter of the instruction shall not otherwise be prohibited by state or federal law.
- ~~1. The right to study any controversial issue which has political, economic, or social significance and concerning that which he should have an opinion at his/her level.~~
 - ~~2. The right to have access to all relevant information including the materials that circulate freely in the community.~~
 - ~~3. The right to study under competent instruction in an atmosphere free from bias and prejudice.~~
 - ~~4. The right to form and express his/her own opinion on controversial issues without thereby jeopardizing his/her relations with teachers or the school administration.~~

~~The Board also expects teachers to ensure that all sides of a controversial issue are impartially presented, with adequate and appropriate factual information. Without promoting any partisan point of view, the teacher should help students separate fact from opinion and warn them against drawing conclusions from insufficient data. The teacher shall not suppress any student's view on the issue as long as it is not malicious or abusive toward others.~~

~~Teachers sponsoring guest speakers shall either ask them not to use their position or influence on students to forward their own religious, political, economic or social views or shall take active steps to neutralize whatever bias has been presented.~~

CONTROVERSIAL ISSUES (Continued)

~~In order to assure that materials of a potentially controversial nature are appropriately used as part of the instructional program the following procedures shall be followed:~~

- ~~1. Materials will be previewed and evaluated by a committee which should include members of the appropriate department or task force, a library media specialist, and a site administrator.~~
- ~~2. Upon approval of materials, a recommendation will be submitted to curriculum council, the site principal, the assistant superintendent for instructional services, and to the Board of Education. A list of approved resources will be available for referral.~~
- ~~3. Preview of potentially controversial materials will be made available before classroom use within an appropriate amount of time.~~
- ~~4. The parents or guardian will be notified in advance if materials of a potentially controversial nature are to be used in classroom instruction. This will include movies or videos with any other than a "G" rating. The parent or guardian has the prerogative to request that an alternative instructional activity or alternative class be provided for his/her child.~~

When a guest speaker is invited to make a presentation related to a controversial issue, the Superintendent or designee shall notify him/her of this policy and the expectations and goals regarding the instruction. If the guest speaker is presenting only one point of view on an issue, the teacher shall be responsible for ensuring that students also receive information on opposing viewpoints.

When required by law, such as in regard to comprehensive sexual health and HIV prevention education, parents/guardians shall be notified prior to instruction that they may request in writing that their child be excused from the instruction. Students whose parents/guardians decline such instruction may be offered an alternative activity of similar educational value.

A student or parent/guardian with concerns regarding instruction about controversial issues may communicate directly with the teacher or principal and/or use appropriate district complaint procedures.

Legal References:

EDUCATION CODE

35160.5	Requirement for policies and procedures for parent complaints re-employees
51550	Prohibited instruction or activity
51550	Prohibited study or supplemental materials

CONTROVERSIAL ISSUES (Continued)

51511	Religious matters properly included in courses of study
51530	Prohibition and definition re advocating or teaching communism with intent to indoctrinate
51550	Sex education courses
60040	Portrayal of cultural and racial diversity
60044	Prohibited instructional materials
60045	Required to be accurate, objective, current, and suited to needs and comprehension at respective grade levels.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 24, 2024
SUBJECT: Adopt Revised Board Policy 6163.1 Library/Resource Centers (First Reading)

BACKGROUND: The District continues the process of reviewing, revising, and adding board policies and regulations as current laws and requirements change. The revised Board Policies are being revised based upon guidance from the California School Boards Association.

RATIONALE: This revised Board Policy reflects current practices in district library resource centers.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy 6163.1 Library/Resource Centers (First Reading).

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

LIBRARY/RESOURCE CENTERS

~~The Governing Board recognizes that school library media centers play a vital role in education by providing access to a variety of informational resources. The Board desires to provide comprehensive library media centers with up-to-date books, reference materials and electronic information resources necessary to support a high quality instructional program and enhance the in-service training of staff. The Board encourages classroom teachers and library media teachers to collaborate in developing resource based activities that promote advanced thinking skills and enable students to become independent learners.~~

~~The Board expects school library media centers to nurture intellectual growth by providing:~~

- ~~1. Materials that take into consideration students varied interests, abilities, maturity levels and learning styles.~~
- ~~2. Materials that foster knowledge, literary appreciation, aesthetic values and ethical standards.~~
- ~~3. Information that enables students to make intelligent judgments in their daily lives and learn, with guidance, how to analyze and think critically about what they read.~~
- ~~4. Materials that realistically depict our pluralistic society and reflect the contributions of its various religious, ethnic and cultural groups.~~

~~The Board encourages students and staff to request materials which they would like added to library media center collections.~~

~~To establish eligibility for funds to update and maintain school library media center services and materials, the Board encourages staff members at each school to develop for Board approval a school library improvement plan that meets the requirements of the California Public School Library Protection Act. Such plans shall provide for the selection and procurement of library materials and technology based materials that support the curriculum, improve teaching strategies, and implement curriculum objectives in each subject area.~~

LIBRARY/RESOURCE CENTERS

Library

~~The Elementary libraries shall assume as their basic objectives the selection and servicing of books and other materials that will assist the students in developing as free, reasoning citizens who can understand and appreciate their American heritage and learn to live peaceably with their fellow men. It is the policy of the Districts to continue to fill new needs and to strengthen and augment existing libraries as well as assisting in the development of new school libraries.~~

Instruction Materials Centers

~~These centers are located and staffed in conjunction with the District Library. A variety of teaching aids and materials are stored, catalogued and loaned upon request to certificated personnel of the two Districts. The Districts also participate in the San Joaquin County Instructional Materials Center program in which teaching materials may be ordered and used by the teachers.~~

~~It is the policy of the Instructional Media Center and the libraries of the District to provide a broad service to all segments of the schools' population, faculty and staff, as well as students. In order to serve everyone, it is required of all borrowers to return materials on time and to accept financial responsibility for the safe return of all books and materials. This responsibility is an incumbent on faculty and staff members as it is on students. Teachers who borrow materials for classroom use are urged to hold their students accountable for the use of these materials, as the teachers themselves will be accountable. Through the cooperation of all, a relatively limited and costly collection of books and materials can be enjoyed equitably by everyone in the District. If there are extenuating circumstances in regard to loss or damage, these situations will be evaluated individually.~~

Legal Reference

EDUCATION CODE

18100-18172 _____ School Libraries

18175-18179 _____ California public school library protection act

LIBRARY/RESOURCE CENTERS

A. General

The Governing Board recognizes that school libraries support the educational program by providing access to a variety of informational and supplemental resources that can inspire a love of reading, stimulate thought, the exploration of ideas and intellectual exchanges, and contribute to the academic achievement of all students. The Board desires that school libraries be stocked with up-to-date books, reference materials, and electronic resources that promote literacy, support academic standards, contain a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity, and prepare students to become lifelong learners.

The Superintendent or designee may, in consultation with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate, develop and regularly update a plan for school libraries that describes the district's goals for school libraries and the distribution of funds to school sites to support libraries. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, the development and maintenance of classroom libraries, prevention of loss or damage of library materials, prioritization of needs, and other related matters. The Superintendent or designee shall ensure that the library plan is aligned with the district's local control and accountability plan and other district and school plans.

B. Staffing

To staff school libraries, the district may employ one or more teacher librarians who possess appropriate credentials issued by the Commission on Teacher Credentialing. (Education Code 18120, 44868; 5 CCR 80024.6, 80053)

The Superintendent or designee may assign teacher librarians to perform the following duties in accordance with the authorizations of their credential: (5 CCR 80053, 80053.1)

1. Instruct students in accessing, evaluating, using, and integrating information and resources in the library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship
2. Plan and coordinate school library programs with the district's instructional programs through collaboration with teachers
3. Select materials for school and district libraries
4. Develop and deliver staff development programs for school library services
5. Coordinate or supervise library programs at the school or district level

LIBRARY/RESOURCE CENTERS

6. Plan and conduct a course of instruction for students who assist in the operation of school libraries
7. Supervise classified personnel assigned school library duties
8. Develop procedures for and management of the school and district libraries

The Board also may appoint classified paraprofessionals to serve as library aides or library technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

C. Hours of Operation

School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)

With the approval of the Board, a school library may be open at other hours outside the school day, including evenings and Saturdays. Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment. (Education Code 18103)

D. Selection and Evaluation of School Library Materials**1. Purpose**

District libraries nurture intellectual growth: in libraries, students think, create, share, and grow their knowledge and interests as lifelong learners and readers. Libraries provide equitable access to a welcoming environment, diverse collections, and collaborative relationships with students, families, and staff.

2. Support for Intellectual Freedom

Intellectual freedom, one of the core values of the library profession, is the right of library users to seek and receive information from all points of view. Intellectual freedom promotes access to information and is guaranteed by the First Amendment.

District libraries are guided by the principles set forth in the Library Bill of Rights and its interpretative statements and The Students' Right to Read statement of the National Council of Teachers of English. See Board Policy 1312.2 for these documents.

3. Policy Objectives

- To build and strengthen a love of reading

LIBRARY/RESOURCE CENTERS

- To provide instruction in literacy, information literacy, digital citizenship, and digital literacy to meet the needs of the students and faculty
- To provide faculty and students with materials that support and enrich the curriculum
- To provide students with a wide range of materials on all levels of difficulty and give students free choice in reading materials
- To provide a collection of high-quality, engaging, relevant, and varied library materials to foster reading motivation, literary appreciation, aesthetic values, and ethical standards
- To select materials that present many different points of view, giving students an opportunity to develop analytical skills resulting in informed decision-making
- To realistically depict our pluralistic society and reflect the contributions of its various racial, ethnic, religious, and cultural groups
- To select materials in a variety of formats, including digital materials (currently, e-books and audiobooks)

4. Responsibility for Selection

Library staff members with a Library Services Credential are authorized by the California Commission on Teacher Credentialing to select materials for the library collections, using the selection criteria in this document; they work with all library staff to make selection decisions. Library staff invites recommendations for library materials from students, staff, administrators, and community members as appropriate, with a focus on student learning needs and interests. All purchase lists will be reviewed and approved by the Coordinator of Instructional Media Services and Curriculum before purchase.

5. Selection Criteria

- Support and enrich the curriculum and/or individual students' learning needs and personal interests
- Exhibit a high degree of potential user appeal and interest, based on current circulation
- Fill the needs of the individual school, based on knowledge of special programs and/or populations at the school
- Earn favorable reviews in standard reviewing sources and/or favorable recommendations based on preview and examination of materials by professional personnel, primarily using:
 - Association for Library Service to Children (ALSC) Notable Children's Books
 - School Library Journal
 - Booklist (ALA)
 - We Need Diverse Books
 - Young Adult Library Services Association (YALSA) Best Books for Young Adults
- Meet high standards in literary, artistic, and aesthetic quality; technical aspects; and physical format
- Be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social, emotional, and intellectual development of the range of students for whom the materials are selected

LIBRARY/RESOURCE CENTERS

- Incorporate accurate and authentic factual content from authoritative sources
- Have a recent copyright date to provide up-to-date information
- Represent differing viewpoints on controversial issues
- Provide a global perspective and promote diversity by including materials by authors and illustrators of all cultures
- Demonstrate physical format, appearance, and durability suitable to their intended use
- Include a variety of resources in physical and virtual formats including print and non-print such as electronic and multimedia (including subscription databases and other online products, e-books, educational games, and other forms of emerging technologies)

6. Acquisitions Procedures

- Library staff invites recommendations for acquisitions, evaluates available resources and curriculum needs and consults reputable, professionally prepared aids to selection, and other appropriate sources to learn about trends in publishing to support curriculum and students' interests. The actual resource will be examined if possible.
- Library staff shall use **Policy Objectives** and **Selection Criteria** above to determine decisions about selection of materials.
 - Library staff are legally and ethically responsible to provide access to resources with multiple perspectives for students' curricular and personal information needs.
 - See *Tinker v. Des Moines Independent Community School District* (1969), *Board of Education, Island Trees Union Free School District v. Pico* (1982), and the American Library Association's Library Bill of Rights.
- Library staff will work collaboratively to create purchase lists in online vendor platforms, then submit them for review to the Coordinator of the Instructional Media Center before purchase.
 - The Coordinator will consult with library staff when questions arise about any materials before purchase to determine approval or denial of the item(s)
- The Coordinator of the Instructional Media Center or designated staff will submit the list for purchase against funds already available from the site or the district and encumbered for this purpose
- Gifts and donations to the school library are accepted with the understanding that the decision for use and disposition of the materials and/or funds will be determined using the same selection criteria as use for purchased materials. Gifts and donations, like purchased resources, will be removed from the collection at the end of their useful life.
- Selection is an ongoing process that includes removing materials that are no longer used or needed, adding new materials, and replacing lost and worn materials that still have educational value. Library staff shall use **Policy Objectives** and **Selection Criteria** above to determine decisions about de-selection of materials.
- Library staff will conduct an inventory of the school library collection and equipment annually. The inventory will be used to determine library needs and funding, as well as guide de-selection and removal of materials no longer relevant to the students' needs.

LIBRARY/RESOURCE CENTERS

- Library staff will develop a collection maintenance plan that includes systematic inspection of materials that would result in weeding outdated, damaged, or irrelevant materials from the collection. Library staff never removes books based solely on an author's or illustrator's views (for example, Theodore Seuss Geisel, J.K. Rowling, Jay Asher, etc.)
- Library staff with a Library Services Credential must ensure that the annual online school library evaluation for California schools is completed each year. This is a requirement under *Education Code* Section 18122.

7. Classroom Library Collections

Classroom collections are developed by individual teachers and are not part of the inventory of the site's library collection. See Board Policy 6161.11, Supplementary Instructional Materials.

8. Reconsideration of Library Materials

Any requests for reconsideration of library materials will be processed using Board Policy 1312.2, Complaints Concerning Instructional Materials.

9. Policy Revision

This policy shall be reviewed annually by the Coordinator of Instructional Media Services and Curriculum and revised as needed, particularly for new materials formats. No revision shall be undertaken while a formal challenge to a library resource is occurring. Any needed revisions shall occur after the final decision on the questioned material has been made.

E. Fees

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)

To encourage students to return materials in a timely manner, a nominal fee shall be charged for the late return of materials.

F. Library Instruction

Teacher librarians and/or classroom teachers shall provide library instruction to support the development of students' information literacy skills. Such instruction shall be aligned with the state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources

LIBRARY/RESOURCE CENTERS

2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry
3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

G. Program Evaluation

The Superintendent or designee shall annually assess and report to the Board regarding the condition and use of school libraries. The assessment shall evaluate, at a minimum:

1. Access of students and staff to school libraries during school hours and, as appropriate, access outside the school day
2. The process and frequency by which students are allowed to check out library materials
3. Staffing levels, qualifications, and number of hours worked
4. The quality of the collection at each library, including, but not limited to, the total number of books in the collection, number of books per student, types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, provision of a broad spectrum of knowledge and viewpoints, amount expended during the year for the purchase of new resources, and the number of resources discarded and added during the year
5. Any special programs offered at the school to encourage reading and/or library use
6. The adequacy of the facility space and equipment designated for the school library
7. The source(s) and adequacy of funding for school libraries
8. Knowledge by principals, teachers, and library personnel of the process to follow when a library material(s) is submitted for reconsideration

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H. State Required Library Evaluation

The district shall, on or before August 31 each year, report to the California Department of Education on the condition of its school libraries for the preceding year ending June 30.
(Education Code 18122)

State	Description
5 CCR 16040-16043	<u>School libraries</u>
5 CCR 80023-80023.2	<u>Emergency permits; general requirements</u>
5 CCR 80024.6	<u>Emergency teacher librarian services permit</u>
5 CCR 80026-80026.6	<u>Emergency permits; Declaration of Need</u>
5 CCR 80053-80053.1	<u>Teacher librarian services credential</u>
Ed. Code 1703	<u>Coordination of district library services by county superintendent</u>
Ed. Code 1770-1775	<u>Provision of library services by county superintendent</u>
Ed. Code 18100-18203	<u>School libraries</u>
Ed. Code 18300-18571	<u>Union high school district/unified school district library district</u>
Ed. Code 19335-19336	<u>Reading Initiative Program; recommended books</u>
Ed. Code 220	<u>Prohibition of discrimination</u>
Ed. Code 242	<u>Access to information about educational laws and policies regarding right to accurate and inclusive curriculum</u>
Ed. Code 35021	<u>Volunteer aides</u>
Ed. Code 44868-44869	<u>Qualifications and employment of library media teachers</u>
Ed. Code 45340-45349	<u>Instructional aides</u>
Ed. Code 48907	<u>Exercise of free expression; time, place</u>

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State	Description
Ed. Code 48950	<u>and manner rules and regulations</u>
Ed. Code 51204.5	<u>Speech and other communication</u>
Ed. Code 51501	<u>Social sciences instruction;</u> <u>contributions of specified groups</u>
Ed. Code 60040-60052	<u>Nondiscriminatory subject matter</u>
	<u>Requirements for instructional materials</u>
Management Resources	Description
California Department of Education Publication	<u>Examples of Model School Library</u> <u>Standards for California Public Schools</u> <u>Supporting Common Core State</u> <u>Standards (CCSS) for English Language</u> <u>Arts & Literacy in History/Social</u> <u>Studies, Science, and Technical</u> <u>Subjects, rev. February 2012</u>
California Department of Education Publication	<u>Looking at the School Library: An</u> <u>Evaluation Tool, 2003</u>
California Department of Education Publication	<u>Model School Library Standards for</u> <u>California Public Schools: K - 12, 2010</u>
California Department of Education Publication	<u>Recommended Literature; Kindergarten</u> <u>Through Grade Twelve</u>
California School Library Association Publication	<u>Standards and Guidelines for Strong</u> <u>School Libraries, 2004</u>
Website	<u>CSBA District and County Office of</u> <u>Education Legal Services</u>
Website	<u>American Association of School</u> <u>Libraries</u>
Website	<u>California Department of Education,</u> <u>School Libraries</u>
Website	<u>California School Library Association</u>
Website	<u>Department of Justice</u>
Website	<u>California Department of Education,</u> <u>Curriculum and Instruction Resources</u>
Website	<u>U.S. Department of Education, Office</u>

LIBRARY/RESOURCE CENTERS

Management Resources		Description
Cross References		<u>for Civil Rights</u>
Code		Description
0200		<u>Goals For The School District</u>
0400		<u>Comprehensive Plans</u>
0410		<u>Nondiscrimination In District Programs And Activities</u>
0420		<u>School Plans/Site Councils</u>
0420		<u>School Plans/Site Councils</u>
0440		<u>District Technology Plan</u>
0440		<u>District Technology Plan</u>
0460		<u>Local Control And Accountability Plan</u>
0460		<u>Local Control And Accountability Plan</u>
1240		<u>Volunteer Assistance</u>
1240		<u>Volunteer Assistance</u>
1260		<u>Educational Foundation</u>
1312.2		<u>Complaints Concerning Instructional Materials</u>
1312.2		<u>Complaints Concerning Instructional Materials</u>
1312.2-E(1)		<u>Complaints Concerning Instructional Materials</u>
1312.3		<u>Uniform Complaint Procedures</u>
1312.3		<u>Uniform Complaint Procedures</u>
1312.3-E(1)		<u>Uniform Complaint Procedures</u>
1312.3-E(2)		<u>Uniform Complaint Procedures</u>
1312.4		<u>Williams Uniform Complaint Procedures</u>
1312.4-E(1)		<u>Williams Uniform Complaint Procedures</u>

LIBRARY/RESOURCE CENTERS

Code	Description
1312.4-E(2)	<u>Williams Uniform Complaint Procedures</u>
1330.1	<u>Joint Use Agreements</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3270	<u>Sale And Disposal Of Books, Equipment And Supplies</u>
3270	<u>Sale And Disposal Of Books, Equipment And Supplies</u>
3290	<u>Gifts, Grants And Bequests</u>
3311	<u>Bids</u>
3311	<u>Bids</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>
4113	<u>Assignment</u>
4113	<u>Assignment</u>
4131	<u>Staff Development</u>
4132	<u>Publication Or Creation Of Materials</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4231	<u>Staff Development</u>
4232	<u>Publication Or Creation Of Materials</u>
4331	<u>Staff Development</u>
4332	<u>Publication Or Creation Of Materials</u>
5125.2	<u>Withholding Grades, Diploma Or Transcripts</u>
5145.3	<u>Nondiscrimination/Harassment</u>

LIBRARY/RESOURCE CENTERS

Code	Description
5145.3	<u>Nondiscrimination/Harassment</u>
6011	<u>Academic Standards</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6144	<u>Controversial Issues</u>
6154	<u>Homework/Makeup Work</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E(1)	<u>Student Use Of Technology</u>
7110	<u>Facilities Master Plan</u>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2024
SUBJECT: Approve Revised Board Policy 6142.91 Reading/Language Arts Instruction
(First Reading)

BACKGROUND: Existing Board Policies related to Reading/Language Instruction are no longer current.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6142.91 – Reading/Language Arts Instruction, to reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 6142.91 Reading/Language Arts Instruction (First Reading)

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

READING/LANGUAGE ARTS INSTRUCTION

~~The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other disciplines. Students should develop an appreciation for literature and for reading as a means to acquire knowledge. They also should develop oral and written language skills that enable them to effectively communicate with others.~~

~~The Board desires to offer a comprehensive, balanced reading/language arts program that ensures that all students have the skills necessary to read fluently and for meaning. The program shall integrate reading, writing, speaking and listening activities in order to build strong communication skills.~~

~~Teachers are encouraged to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The Superintendent or designee shall provide professional development opportunities as needed to ensure that teachers are knowledgeable about how students develop language skills, are able to analyze students' developing literacy, and are able to draw from a variety of instructional strategies and materials.~~

~~The Superintendent or designee shall ensure that the reading/language arts program offers sufficient access to reading materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.~~

~~For each grade level, the Board shall adopt standards of competency in reading, speaking and writing, including spelling and grammar.~~

Grades K-3

~~The goal of the district's early literacy program shall be to ensure that students are able to read fluently and at grade level by the end of third grade. To reach this goal, the Superintendent or designee shall design a balanced and comprehensive reading/language arts program with the following components:~~

- ~~1. Explicit skill development for beginning readers that includes phonemic awareness, phonics and decoding skills, and sufficient practice and repetition of these skills~~
- ~~2. A strong literature, language and comprehension program that includes a balance of oral and written language~~
- ~~3. Ongoing diagnosis of individual students' skills~~

READING/LANGUAGE ARTS INSTRUCTION

~~4.—An early intervention program that provides assistance to children at risk of reading failure~~

Grades 4-12

~~The Board recognizes that reading/language arts instruction is an integral component of the curriculum at all grades levels. Continuous progress in fluency and comprehension shall be the goal of reading/language arts instruction in grades 4 through 12.~~

~~The program in these grades shall promote reading for subject matter comprehension, developing understanding of progressively more advanced reading material, analyzing and discussing a variety of reading materials, increasing the frequency of reading, developing more complex writing skills with attention to composition and vocabulary, and developing other communications skills.~~

~~When students in these grades do not have fully developed reading/language arts skills, resources shall be made available to assist them in reaching a reading level sufficient to meet the demands of grade-level material. Staff at all grade levels and in every subject shall take responsibility for supporting and expanding students' literacy skills.~~

The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other areas of study. The Board desires to offer a comprehensive, balanced reading/language arts program that ensures all students have the skills necessary to read fluently and for meaning and develops students' appreciation for literature. The program shall integrate reading and oral and written language arts activities in order to build effective communication skills.

For each grade level, the Board shall adopt academic standards that meet or exceed Common Core State Standards in the following strands:

- 1. Reading: Foundational skills, text complexity and analysis, and the growth of comprehension**
- 2. Writing: Text types, responding to reading, production and distribution of writings, and research**
- 3. Speaking and listening: Oral language development, comprehension, flexible communication, and collaboration**
- 4. Language: Conventions, effective use, knowledge of language, and vocabulary**

The Superintendent or designee shall ensure that the district's reading/language arts program offers sufficient access to standards-aligned textbooks and other instructional materials. The program shall provide instructional materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.

READING/LANGUAGE ARTS INSTRUCTION

Teachers are expected to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The program shall provide ongoing diagnosis of students' skills and, as needed, may provide supplementary instruction during the school day and/or outside the regular school session to assist students who are experiencing difficulty learning to read.

The Superintendent or designee shall make available professional development opportunities that are designed to provide instructional staff with knowledge about how students develop language skills, the ability to analyze students' literacy levels, and mastery of a variety of instructional strategies and materials.

The Superintendent or designee shall provide the Board with data from state and district reading assessments and program evaluations to enable the Board to monitor program effectiveness.

Legal Reference:**EDUCATION CODE**

51210 _____ Areas of study, grades 1 through 6

51220 _____ Areas of study, grades 7 through 12

Management Resources:**CSBA PUBLICATIONS**

Every Student Can Read, Every Student Will Read, Report of the CSBA Reading Task Force, May 1995

CDE PROGRAM ADVISORIES

1028.93 _____ Continuing Implementation of the English Language Arts Framework, CIL: 93/94-02

READING/LANGUAGE ARTS INSTRUCTION

CDE PUBLICATIONS~~Every Child a Reader, 1995~~~~Early Reading Inspection: A Balanced Approach, Language Arts Framework-~~~~Implementation Series: Approaches to Literacy, 1993-English Language Arts-~~~~Framework for California Public Schools, 1987~~

State	Description
5 CCR 11980-11985	Mathematics and Reading Professional Development Program (AB 466 trainings)
5 CCR 11991-11991.2	Reading First achievement index
Ed. Code 41505-41508	Pupil Retention Block Grant
Ed. Code 41530-41532	Professional Development Block Grant
Ed. Code 44735	Teaching as a Priority Block Grant
Ed. Code 44755-44757.5	Teacher Reading Instruction Development Program, K-3
Ed. Code 51210	<u>Course of study for grades 1-6</u>
Ed. Code 51220	<u>Course of study for grades 7-12</u>
Ed. Code 60119	<u>Sufficiency of textbooks and instructional materials;</u> <u>hearing and resolution</u>
Ed. Code 60200.4	<u>Fundamental skills</u>
Ed. Code 60207	<u>Curriculum frameworks</u>
Ed. Code 60350-60352	Core reading program instructional materials
Ed. Code 60605	<u>State-adopted content and performance standards in core curricular areas</u>
Ed. Code 60605.8	<u>Common Core standards</u>
Ed. Code 99220-99221	<u>California Reading Professional Development Institutes</u>
Ed. Code 99230-99242	Mathematics and Reading Professional Development Program (AB 466 trainings)

Federal	Description
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6383	Improving literacy through school libraries

Management Resources	Description
California Department of Education Publication	Common Core State Standards for English Language Arts, August 2010
California Department of Education Publication	Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013
California Department of Education Publication	Recommended Literature: Kindergarten Through Grade Twelve
California Department of Education Publication	<u>English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014</u>

READING/LANGUAGE ARTS INSTRUCTION

California Department of Education Publication	California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. March 2013
CSBA Publication Website	Governing to the Core, Governance Briefs <u>CSBA District and County Office of Education Legal Services</u>

Cross References

Code	Description
0500	<u>Accountability</u>
4131	<u>Staff Development</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4231	<u>Staff Development</u>
4331	<u>Staff Development</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6011	<u>Academic Standards</u>
6120	<u>Response To Instruction And Intervention</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6141.4	<u>International Baccalaureate Program</u>
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6146.1	<u>High School Graduation Requirements</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6162.5	<u>Student Assessment</u>
6162.51	<u>State Academic Achievement Tests</u>
6162.51	<u>State Academic Achievement Tests</u>
6163.1	<u>Library Media Centers</u>
6172	<u>Gifted And Talented Student Program</u>
6172	<u>Gifted And Talented Student Program</u>
6174	<u>Education For English Learners</u>
6174	<u>Education For English Learners</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>
6179	<u>Supplemental Instruction</u>
6190	<u>Evaluation Of The Instructional Program</u>



EDUCATIONAL SERVICES MEMORANDUM

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

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

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

FUNDING: There is no cost to the District.

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

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

CURRICULUM DEVELOPMENT AND EVALUATION

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

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

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

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

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

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

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

The Board shall establish a review cycle for regularly evaluating the district's curriculum in order to ensure continued alignment with state and district goals for student achievement. At a minimum, these reviews shall be conducted whenever the State Board of Education adopts new or revised content standards or the curriculum framework for a particular subject or when new law requires a change or addition to the curriculum.

CURRICULUM DEVELOPMENT AND EVALUATION

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

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

Legal Reference:

EDUCATION CODE

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

**CURRICULUM DEVELOPMENT AND
EVALUATION (Continued)**

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

GOVERNMENT CODE

3543.2	Scope of representation
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CODE OF REGULATIONS, TITLE 5

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

Management Resources:

CDE PROGRAM ADVISORIES

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

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Education Services
DATE: June 3, 2024
SUBJECT: Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (First Reading)

BACKGROUND: Tracy Adult School currently maintains a graduation requirement of 185 credits, which exceeds the credit requirements for graduation at all neighboring adult schools. Comparatively, neighboring adult schools have the following graduation requirements: 135 credits (SJCOE Come Back Kids), 140 (Castro Valley), 145 (Delta Keys) and 160 credits (Stockton and Lodi). Manteca Adult School does not have a high school diploma program. The additional credits required to graduate at Tracy Adult School are found in our elective requirement (60 credits) and our technology requirement (5 credits.) Consequently, adult learners may opt to attend these neighboring institutions to expedite their graduation process. Tracy Adult School also currently awards up to 40 elective credits for work experience. Our work experience for elective credit policy has led to a two-tiered education system, where students with work experience are advantaged, while those without work experience are penalized. Given that many adults without diplomas are employed in low-wage jobs that frequently change, this policy exacerbates the problem.

RATIONALE: To address this issue and foster a more inclusive and attractive educational environment, Tracy Adult School proposes to reduce the elective credit requirement from 60 credits to 15 credits. Additionally, the school aims to replace the technology course requirement with credits awarded for Career Technical Education and Physical Education courses listed on students' transcripts. This adjustment will ensure a fair and equitable program that aligns with the needs and preferences of our student body, while still exceeding the California Education Code (EC) Section 51225.3 which specifies 130 credits are needed to meet State requirements to graduate from high school and receive a diploma.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (First Reading).

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

CREDIT REQUIREMENTS FOR HIGH SCHOOL

CREDIT REQUIREMENTS FOR HIGH SCHOOL GRADUATION

~~Requirements for Tracy Adult School high school diploma graduation beginning the 2002-03 school year:~~

~~One hundred and eighty five credits are required above the eighth grade level to receive a diploma through the Tracy Adult School. **Students must meet all state and local requirements.** Physical education is not required and cannot be counted toward the total requirements.~~

<u>Requirements</u>	<u>Semester Credits</u>
English or equivalent (GED)	30
English IV (required)	10
Math or equivalent (GED)	10
Algebra I	10
Science or equivalent (GED)	10
Science (biological)	10
American Government and Civics	5
Economics	5
U.S. History and Geography	10
World History, Culture, and Geography	10
Fine Arts or Foreign Language	10
Technology	5
Electives (non P.E.)	60
Total	185

Sources Of Credit

- ~~1. Credit earned in secondary schools including business, trade and correspondence schools.~~
- ~~2. Armed forces and employment records. (Work must be verified for one year duration and completed after age 18).~~
- ~~3. Credit earned through~~
~~testing. Persons passing the GED-~~

~~test~~ **Residence Credit**

CREDIT REQUIREMENTS FOR HIGH SCHOOL**CREDIT REQUIREMENTS FOR HIGH SCHOOL GRADUATION**

- ~~• A student must earn a minimum of 15 credits with the Tracy Adult School and may not graduate earlier than his/her class would normally graduate.~~
- ~~• Students who successfully complete all Tracy Adult School graduation requirements, but are unable to pass the California High School Exit Exam, if required by law, will receive a certificate of completion in lieu of a diploma. Students eligible to receive a Certificate of Completion may participate in the graduation ceremony, subject to District policies and regulations.~~

Legal References:**EDUCATION CODE**

51225.3(a)	Requirements for Graduation
52507	Recognition of Accomplishment
52508	Diplomas or Certificates
52509	Requirements for Granting Diplomas

CREDIT REQUIREMENTS FOR HIGH SCHOOL

Requirements for Tracy Adult School high school diploma graduation beginning the 2024-2025 school year.

One hundred and thirty-five high school credits are required to receive a diploma through the Tracy Adult School. Students must meet all State and local requirements. Physical education is not required or offered at Tracy Adult School, but previous physical education credits can be used towards the Tracy Adult School elective credit requirement. No course can be used to satisfy more than one graduation requirement.

<u>Requirements</u>	<u>Semester Credits</u>
➤ English	40
➤ Math	10
➤ Algebra 1	10
➤ Physical Science	10
➤ Biological Science	10
➤ American Government	5
➤ Economics	5
➤ U.S. History	10
➤ World History, Culture, or Geography	10
➤ Visual or Performing Arts, Foreign Language	10
➤ Electives or Career Technical Education	15
Total	135

NOTE: For the purpose of satisfying the minimum course requirement, a course in American Sign Language shall be deemed a course in foreign language.

CREDIT REQUIREMENTS FOR HIGH SCHOOL**Sources Of Credit**

Credit earned in secondary schools including business, trade and correspondence schools.

Work experience or military service: a maximum of 10 units for each year of verified full-time employment or military service completed after age 18.

Credit earned at community college.

Residence Credit

A student must earn a minimum of 15 credits with the Tracy Adult School and may not graduate earlier than his/her class would normally graduate.

Legal References:**EDUCATION CODE**

51225.3	Requirements for Graduation
52507	Recognition of Accomplishment
52508	Diplomas or Certificates
52509	Requirements for Granting Diploma



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 31, 2024
SUBJECT: Approve Amendment to Superintendent Contract

BACKGROUND: It is normal practice for the Board of education to conduct and annual review of the Superintendent's contract. An amendment to the Superintendent's contract is necessary to reflect recommended changes based upon this review.

FUNDING: Pay and benefits described herein will be paid from the general fund.

RECOMMENDATION: Approve Amendment to Superintendent Contract.

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

AMENDED EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

A. PREAMBLE

THIS AGREEMENT was entered into as of the 11th day of May, 2021, modified via addendum on the 11th day of October, 2022, June 27, 2023, March 26, 2024, and the **11th day of June, 2024** between the Governing Board ("BOARD") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (hereafter "the DISTRICT"), through its Board of Trustees, and Rob Pecot, the Superintendent ("SUPERINTENDENT"), (together the "parties"). The parties hereby agree as follows:

B. TERM

IT IS HEREBY AGREED by and between the BOARD and SUPERINTENDENT that the BOARD initially employed Rob Pecot as SUPERINTENDENT for the DISTRICT from July 1, 2022 through June 30, 2025. Through this amendment, the BOARD extends this employment agreement through June 30, 20287. Both parties agree that said employee shall perform the duties of the SUPERINTENDENT to and for the DISTRICT as prescribed by the laws of the State of California and by the rules and regulations made hereunder by the BOARD, consistent with the laws of the State of California. This Agreement shall be extended in open session of a regular Board meeting for an additional year, if the SUPERINTENDENT receives an overall rating of satisfactory in the annual Superintendent evaluation described in Section E. Performance Objectives and Evaluation below. At no time shall the extension of this Agreement create a term of more than four years.

The SUPERINTENDENT shall be given notice no later than May 16, 20287, if it is the intent of the DISTRICT to not employ him as SUPERINTENDENT after June 30, 20287. Termination of this Agreement requires a majority vote of the BOARD.

C. DUTIES

1. The SUPERINTENDENT shall perform the duties of SUPERINTENDENT as prescribed under the SUPERINTENDENT'S job description, California law and Board policy and act as the chief executive officer. All powers and duties shall be executed in accordance with DISTRICT policy and the rules and regulations of the State Board of Education.
2. The SUPERINTENDENT shall serve as SUPERINTENDENT of the DISTRICT. The BOARD may from time to time direct the SUPERINTENDENT to perform certain additional duties related to the schools.
3. It is agreed that the SUPERINTENDENT shall furnish, throughout the life of this Agreement, a valid and appropriate certificate to act as SUPERINTENDENT, issued by the

State of California as directed by the BOARD, and that the SUPERINTENDENT hereby agrees to devote his time, skills, labor, and attention to said employment during the term of this Agreement.

D. SUPERINTENDENT AND BOARD RESPONSIBILITIES

1. The BOARD has primary responsibility for formulating and adopting DISTRICT policies and all other duties consistent with State law. The SUPERINTENDENT is the chief executive officer of the Board and has the primary responsibility for execution of Board policy. The parties agree to cooperate fully and to assist each other in satisfying these responsibilities. Further, the BOARD, agrees to work cooperatively to assist the SUPERINTENDENT in satisfying these responsibilities, and agrees to participate and support activities, workshops, training, and other similar development activities recommended to build positive working relationships and the general capacity of the BOARD to perform their duties.

2. Subject to the BOARD's approval, and consistent with the laws of the State, the written policies of the DISTRICT and the rules and regulations of the State Board of Education, the SUPERINTENDENT shall have the ultimate authority and responsibility for the total administration of the DISTRICT, including, but not limited to: the organization, reorganization, and arrangement of the administrative and supervisory staff, which in his judgment best serves the DISTRICT; the administration of the instructional and business services of the DISTRICT; the selection of personnel recommended for employment; the placement, assignment, and transfer of personnel; the evaluation and discipline of DISTRICT employees; the placement and discipline of students; and the student of all criticism, complaints, and suggestions referred to the SUPERINTENDENT by the BOARD and to make appropriate recommendations to the BOARD regarding said referrals.

E. PERFORMANCE OBJECTIVES AND EVALUATION

The SUPERINTENDENT shall be evaluated annually to provide him with written information concerning his performance. These evaluations shall be presented to the SUPERINTENDENT no later than May 1st. The BOARD shall review their evaluation with the SUPERINTENDENT. The format of the evaluation shall be jointly developed by the SUPERINTENDENT and the BOARD. The following terms and conditions will be followed in the evaluation process.

1. On or before September 15th of this year, the BOARD shall meet to establish the SUPERINTENDENT'S performance objectives for the year. On or prior to July 30th of each succeeding school year, the parties shall meet to establish performance objectives for the next succeeding school year. Performance objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this agreement, and any other criteria mutually agreed upon by the parties.

2. The performance objectives shall be the basis for evaluation of the SUPERINTENDENT as hereinafter provided.

3. The SUPERINTENDENT shall submit to the BOARD, on or before July 1st of each year, an annual report analyzing the progress of the DISTRICT and his evaluation of his services as SUPERINTENDENT for the previous school year.

F. TERMINATION OF AGREEMENT

This EMPLOYMENT AGREEMENT may be terminated prior to its normal expiration by:

1. Failure by SUPERINTENDENT to maintain an appropriate California Administrative Credential.
2. Mutual agreement of the parties.
3. Death of SUPERINTENDENT.
4. Retirement of SUPERINTENDENT.
5. Resignation of SUPERINTENDENT.
6. Non-Renewal of Agreement by BOARD.

The BOARD may elect not to renew this Agreement upon its expiration by providing written notice to the SUPERINTENDENT in accordance with Education Code section 35031 (currently 45 days' prior notice) or other applicable provisions of law.

7. Unilateral termination.

The BOARD, within its discretion, may terminate this Agreement without cause at any time upon written notice to the SUPERINTENDENT. In the event this Agreement is terminated without cause, the SUPERINTENDENT shall receive a maximum cash severance payment equal to the monthly salary of the SUPERINTENDENT multiplied by twelve (12) months, or the number of months left on the unexpired term of this agreement, whichever is the lesser amount. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the SUPERINTENDENT finds other employment, whichever comes first. This provision is required by Government Code section 53260 and shall be implemented consistent with that law. This severance payment shall be payable in accordance with

the DISTRICT's regular payroll cycle or, at the BOARD's discretion, in a lump sum. This severance payment shall be provided to the SUPERINTENDENT only if (1) the SUPERINTENDENT executes a separation agreement prepared by the BOARD which includes a full general release of any and all claims, including all those known or unknown, against the BOARD and its individual members, all officers, all employees and all agents arising out of or in any way related to the SUPERINTENDENT's employment or termination of employment with the DISTRICT; and (2) the SUPERINTENDENT agrees to cooperate fully with the BOARD in the transition of his duties and comply with all DISTRICT policies and procedures. All other obligations to the SUPERINTENDENT under this Agreement shall be automatically terminated and completely extinguished. In accordance with Government Code section 53243.3, any severance payment to the SUPERINTENDENT shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of any crime involving an abuse of his office or position with the DISTRICT as defined by applicable law.

The intent of this provision is solely to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

8. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to the DISTRICT, this AGREEMENT may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the BOARD elect to terminate this AGREEMENT prior to its expiration pursuant to this section, the BOARD shall notify SUPERINTENDENT in writing. Upon request, the BOARD shall serve upon SUPERINTENDENT a reasonably detailed statement of charges. SUPERINTENDENT will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear any costs therein involved. Such hearing shall be conducted in closed session by the Board. SUPERINTENDENT shall be provided a written decision describing the results of the hearing within ten (10) days following such hearing.

G. SEEKING OTHER EMPLOYMENT

Should the SUPERINTENDENT seek other employment during the term of this Agreement, or any extension thereof, SUPERINTENDENT shall notify the BOARD **in writing if he becomes a finalist for another position.** ~~of his intention to seek other employment no later than the date he submits a written application for other employment, or accepts an appointment for an oral interview, whichever occurs first.~~ Failure to provide the BOARD with such notice

shall constitute a material breach of this Agreement. If at any time the SUPERINTENDENT fails to perform his duties and obligations to DISTRICT to the satisfaction of the majority of the BOARD during SUPERINTENDENT's search for other employment, such failure shall constitute a material breach of this Agreement, and the BOARD may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, SUPERINTENDENT hereby agrees to withdraw any pending written applications or appointments for oral interviews, and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.

H. INDEMNITY

In accordance with the provisions of Government Codes §825 and §995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment.

Upon retirement or separation from the district, the Superintendent will continue to be indemnified for any actions taken against him/her related to his/her role as the Superintendent.

I. SALARY

1. The SUPERINTENDENT's salary shall be \$267,965.16 per annum under this Agreement and pursuant to the adopted Superintendent salary schedule, payable in equal monthly payments, commencing July 1, 2023.
2. The BOARD shall consider adjustments in the SUPERINTENDENT'S salary annually on or before July 1st of the fiscal year preceding the fiscal year in which the new salary will take effect. If the SUPERINTENDENT receives a "satisfactory" evaluation, the SUPERINTENDENT shall receive the same raise as the certificated and classified employees have received. However, the BOARD hereby retains the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this Agreement. Any adjustments in salary made during the life of this Agreement shall be in the form of a written amendment hereto, be approved by the Board in Open Session, and shall become part of this Agreement. It is provided, however, that by so doing it shall not be considered that the BOARD has entered into a new Agreement with the SUPERINTENDENT, nor that the termination date of the existing Agreement has been extended.
3. The SUPERINTENDENT shall receive a yearly Master's degree stipend and a yearly Doctoral degree stipend that equals the amount listed on the current Administrative Salary Schedule.

4. The SUPERINTENDENT's salary shall be based upon 225 work days for performing the duties provided in this Agreement. It is agreed that the daily rate of pay be computed by dividing the current base salary by 225.

J. OTHER BENEFITS

The SUPERINTENDENT shall, in addition to salary, receive all of the benefits of employment, including, but not limited to, a Health Benefit contribution of \$10,007 per year, which are granted to the DISTRICT'S certificated employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement. The parties agree that the Health Benefit contribution does not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes.

2. The SUPERINTENDENT does hereby agree to have an annual comprehensive medical examination, at the DISTRICT'S expense. If requested by the BOARD, the SUPERINTENDENT agrees to provide the BOARD a physician's statement of health; such information shall be treated as confidential information by the BOARD.

3. The DISTRICT shall provide a cell phone for the SUPERINTENDENT'S use.

4. The DISTRICT will provide health benefits at DISTRICT expense to the SUPERINTENDENT upon retirement and prior to age sixty-five (65). Benefits provided by the DISTRICT will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first. The DISTRICT shall contribute the same amount to the insurance provider as it contributes for active certificated management members.

When the SUPERINTENDENT reaches the age of sixty-five (65), the DISTRICT will allow the retired SUPERINTENDENT and his spouse to pay the full cost of health premiums until the SUPERINTENDENT'S death, if permitted by the DISTRICT'S health benefits carrier and if the DISTRICT incurs no additional expenses.

K. EXPENSE REIMBURSEMENT

1. The SUPERINTENDENT shall attend appropriate business and professional meetings at local, state, and national levels. The SUPERINTENDENT shall give the BOARD advance notice of business and professional meetings conducted outside of California. Expenses of travel and attendance at out-of-county activities shall be paid in advance by the DISTRICT, or where appropriate reimbursed upon the submission of proper receipts from the SUPERINTENDENT.

2. The BOARD shall pay or reimburse the SUPERINTENDENT for annual professional association dues in the Association of California School Administrators (ACSA) and other professional organizations approved by the Board.

3. The DISTRICT shall pay or reimburse the SUPERINTENDENT for dues and/or membership fees required by the Chamber of Commerce or other civic groups that the BOARD requests SUPERINTENDENT to join.

4. The parties agree that expense reimbursements described in paragraphs J(1)-(3) above do not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes

L. VACATION AND SICK LEAVE

1. The SUPERINTENDENT shall receive twenty-two (22) days of paid vacation credit per school year. It is expressly agreed by the parties that up to ten (10) days of unused vacation credit may be accumulated each school year. The SUPERINTENDENT may choose to either carry this unused vacation credit over to the next school year or to be compensated for it at the SUPERINTENDENT'S daily rate of compensation. Upon termination or expiration of this Agreement, the SUPERINTENDENT shall be entitled to compensation for unused and accrued vacation days at the then current salary rate.

2. The SUPERINTENDENT shall earn twelve (12) days of sick leave per school year which may be accumulated and carried over for succeeding school years. Earned sick leave shall be cumulative as provided by State law and Board policy. The DISTRICT shall not be obligated to compensate the SUPERINTENDENT for accrued sick leave at the time of termination of this Agreement. All unused accumulated sick leave may, at the option of the SUPERINTENDENT, be transferred to a new employer as provided by law.

3. The SUPERINTENDENT shall be entitled to other authorized leaves and holidays not specifically addressed in this Agreement on an equivalent basis to all other similar management personnel.

M. LEGAL TERMS

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

Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing, ratified in an open session board meeting and signed by both parties.

Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Assignment. Since this Agreement is for the employment of SUPERINTENDENT and SUPERINTENDENT's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

N. REVIEW OF AGREEMENT

Each year at the time of the annual evaluation, the parties shall meet to review the entire Agreement and mutually consider provided extensions, modifications or additions.

O. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD. This Agreement shall be ratified in an open session Regular Board meeting. But may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

Date Signed: _____

Date Signed: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 29, 2024
RE: Approve a Declaration for a Provisional Internship Permit

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Anjala Vilangot Nhalil; West High School; Special Education 9-12
Macey Rio; Hirsch Elementary; Multiple Subject

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: May 31, 2024
RE: Approve a Variable Term Waiver for Administrative Services

BACKGROUND: Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: In reviewing staffing for the 2024-2025 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Administrative Services.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services.

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

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

DECLARATION

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

Hannah Green; Elementary School; Assistant Principal
Denise Sanchez; South/West Park Elementary School; Assistant Principal

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: May 30, 2024
RE: Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

BACKGROUND: For the 2024-2025 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 2024-2025 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.

Gayle Boggs; Kimball High School; Special Education
Kumudavalli Pandurangan; Jacobson Elementary; Special Education
Jonathan Wesely; West High School; Physics

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 29, 2024
SUBJECT: Acknowledge Revised Administrative Regulation 4112.4, 4212.4, and 4312.4 Health Examinations and Abolish Board Policy 4112.4 and 4212.4 (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding, and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Health Examinations regulations, we have created an all-personnel Administrative Regulation (4112.4, 4212.4, 4312.4). Given that all regulations are verbatim for all employee groups, we propose a single Administrative Regulation to provide the necessary guidance and the necessary procedural steps to be taken by all employee groups. CSBA does not have a Board Policy for Health Examinations. The new Administrative Regulation (4112.4, 4212.4, 4312.4) covers all CSBA changes and eliminates the need for Board Policy 4112.4 and 4212.4.

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

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

HEALTH EXAMINATIONS

A. Purpose and Scope

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

B. General

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

C. Forms Used and Additional References

- Medical Examination Form
- TB Clearance (from Doctor)

D. Procedure

New Employees

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

HEALTH EXAMINATIONS (continued)

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

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

C. Procedure

Tuberculosis Tests

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

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

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

Thereafter, each district employee who was found free of infectious tuberculosis shall undergo a tuberculosis risk assessment, and an examination whenever risk factors are identified, at least once every four years or more often when required by the Governing Board upon recommendation of the county health officer. However,

once an employee has a documented positive test for tuberculosis infection followed by an x-ray, he/she shall no longer be required to submit to the tuberculosis risk assessment but shall be referred to the county health officer within 30 days of the examination to determine the need for follow-up care. (Education Code 49406)

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

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

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

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

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

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

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

- ~~3. The Superintendent or designee may require that all new employees working in areas where the potential for exposure to hepatitis B is prevalent be offered the hepatitis B vaccination at no cost to the employee. In the event that boosters are recommended in the future, these will be offered at no cost to the employee.~~

Continuing Employees

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

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

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

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

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

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

Right to Refuse Hepatitis B vaccination

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

~~I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccination series at no charge to me.~~

Health Certificates for Food Service Personnel

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

Examination of Certificated Employees for Disabling Diseases

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

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

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

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

Mental Examination for Certificated Employees

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

E. Reports Required

~~None~~

F. Record Retention

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

D. Responsible Administrative Unit

Human Resources

E. Approved By

Associate Superintendent for Human Resources

Legal reference:**EDUCATION CODE**

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

Acknowledged: 1/28/97

Revised: 8/11/98

Human Resources – Certificated, Classified, Management

AR 4112.4

AR 4212.4

AR 4312.4

45122

Physical examinations

49406

Examination for tuberculosis

CA CODE

5 CCR 5502

Filing of notice of physical examination for employment of retired person

5 CCR 5503

Physical examination for employment of retired persons

5 CCR 5504

Medical certification procedures

HEALTH AND SAFETY CODE

121525

Private and parochial school employees; examination for tuberculosis



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 30, 2024
SUBJECT: Acknowledge Revised Administrative Regulation 4112.3, 4212.3, and 4312.3
Oath or Affirmation and Exhibit 4112.3, 4212.3, 4312.3 (First Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Oath or Affirmation regulations, we have created an all-personnel Administrative Regulation (4112.3, 4212.3, 4312.3) and Oath (Exhibit 4112.3, 4212.3, 4312.3). Given that all regulations are verbatim for all employee groups, we propose a single Administrative Regulation and Oath to provide the necessary guidance and the necessary procedural steps to be taken by all employee groups. CSBA does not have a Board Policy for Oath or Affirmations. The new Administrative Regulation (4112.4, 4212.4, 4312.4) covers all CSBA changes.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4112.3, 4212.3, and 4312.3 Oath or Affirmation and Exhibit 4112.3, 4212.3, 4312.3 (First Reading).

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

OATH OR AFFIRMATION

All district employees are declared by law to be disaster service workers and thus shall take the oath or affirmation required for disaster service workers before beginning employment with the district. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, all district employees are subject to disaster service activities as assigned to them by their supervisors or by law. (Government Code 3100-3102)

Legally employed noncitizens shall be exempt from taking this oath. (Government Code 3101)

At the advice of legal counsel, the Superintendent or designee may exempt an employee from taking the oath if he/she raises a valid religious objection.

The Superintendent, deputy or assistant superintendent, principal or other person authorized in Education Code 60 shall administer the oath or affirmation when a district employee is hired.

In the case of intermittent, temporary, emergency or successive employments, the Superintendent or designee may determine that the oath shall be effective for all successive periods of employment which begin within one calendar year from the date that the oath was subscribed. (Government Code 3102)

The Superintendent or designee shall file the executed oath or affirmation within 30 days of the date on which it is taken and subscribed. An employee's oath or affirmation may be destroyed five years after the termination of employment. (Government Code 3105)

Reimbursement of Expenses for Disaster Service Workers

Whenever an employee seeks compensation or reimbursement of expenses as a disaster service worker, the Superintendent or designee shall ascertain and certify that the employee has taken the oath or affirmation. (Government Code 3107)

A. Purpose

~~To provide guidance and direction for the Superintendent or designee to administer the Oath or Affirmation.~~

B. General

~~All public employees are disaster service workers. Before taking up their duties, employees must take the oath or affirmation required by law. (Government Code 3100-3109)~~

OATH OR AFFIRMATION**C. Forms Used and Additional References**

Oath or Affirmation form

D. Procedure

~~The Superintendent or designee shall administer this oath when all District employees are hired.~~

~~In the event of natural, manmade or war caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, all district employees are subject to disaster service activities as assigned to them by their superiors. (Government Code 3100)~~

E. Reports Required

None

F. Record Retention

Oath or Affirmation

G. Responsible Administrative Unit

Human Resources

H. Approved By

~~Associate Superintendent of Human Resources~~

Legal Reference:**EDUCATION CODE**

60	Persons authorized to administer and certify oaths
44334	Oath or affirmation
44354	Administration of oath

GOVERNMENT CODE

3100-3109	Oath or affirmation of allegiance
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OATH OR AFFIRMATION

LABOR CODE

3211.9-3211.93a

**Disaster service, definitions for worker's
compensation**

Constitution of the State of California
Article 20, Section 3 Oath of office

Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22
Chilton v. Contra Costa Community College District 55
Cal. App. 3d 554

OATH OR AFFIRMATION

I _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

I understand that as a public employee I am a disaster service worker pursuant to Government Code 3100 and 3102 and that I am required to take this oath before entering the duties of my employment. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, I am subject to disaster services activities assigned to me by my supervisor.

Signature

Subscribed and sworn to before me, this
_____ day of _____ A.D. 20____

Certified by: _____
Signature of witness