

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
August 27, 2024

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

TUSD board meetings are held in person.

To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)

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

A G E N D A

- | | | |
|------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, Z. Boswell, T. Jalique, 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: 24/25#03, 24/25#04
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#24-25/#03, AR#24-25/#04, AR#24-25/#05, AR#24-25/#06, AR#24-25/#07
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Graduation: WHS#10356526
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.4 PE Exemptions: WHS#10356318
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.5 Ratify Funding for Mileage Reimbursement Per Confidential Settlement Agreement
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.6 Approve Funding for Reimbursement Per Confidential Settlement Agreement
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3 | Human Resources:
3.3.1 Consider Unpaid Leave of Absence for Certificated Employee #UC-1385
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

3.3.2 Consider Unpaid Leave of Absence for Certificated Employee #UC-1386

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

3.3.4 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: 24/25#03, 24/25#04

3.2.1

Action: Motion__ Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6b Report Out of Action Taken on Reinstatements: AR#24-25/#03, AR#24-25/#04,

3.2.2 AR#24-25/#05, AR#24-25/#06, AR#24-25/#07

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6c Report Out of Action Taken on Early Graduation: WHS#10356526

3.2.3

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6d Report Out of Action Taken on PE Exemptions: WHS#10356318

3.2.4

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6e Report Out of Action Taken on Ratify Funding for Mileage Reimbursement Per

3.2.5 Confidential Settlement Agreement

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

6f Report Out of Action Taken on Approve Funding for Reimbursement Per

3.2.6 Confidential Settlement Agreement

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

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

3.3.1 Certificated Employee #UC-1385

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

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

3.3.2 Certificated Employee #UC-1386

Action: **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

7. Approve Regular Minutes of August 13, 2024

1-5

Action: Motion__ ; Second__ . **Vote:** Yes__ ; No__ ; Absent__ ; Abstain__

8. Student Representative Reports:

8.1 Alternative Education: Joshua Diaz; **Tracy High:** Dayson Balsano; **West High:** Noah Watkins, Lucia Noor Behnam; **Kimball High:** Andrew Henano Megia

- 9. Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
- 9.1** Recognize West High School FFA Students who Placed First and Won Awards at the San Joaquin County AgFest Competition
 - 9.2** Recognize Marlene Hepner for Being Awarded the Honorary American FFA Degree
 - 9.3** Villalovoz Elementary School

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

10.1 Administrative & Business Services: None.

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

- 12. PUBLIC HEARING:** None.

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

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

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

13.1 Administrative & Business Services:

- 13.1.1** Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodities Distribution Association 2025 Annual Conference in New Orleans, LA on April 12-16, 2025 **6**
- 13.1.2** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **7-8**
- 13.1.3** Approve Accounts Payable Warrants (July 2024) (Separate Cover) **9**
- 13.1.4** Approve Payroll Reports (July 2024) **10-14**
- 13.1.5** Approve Revolving Cash Fund Reports (July 2024) **15-16**
- 13.1.6** Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year **17-18**
- 13.1.7** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **19-21**

13.2 Educational Services:

- 13.2.1** Approve Specialized Grant Funding for the 2024-25 Agriculture Incentive Grant for West High School **22-32**
- 13.2.2** Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2024-2025 School Year **33-38**

- 13.2.3 Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the Durham Ferry Outdoor Education Center for the 2024-2025 School Year 39-45
- 13.2.4 Approve Agreement for Contract Services with Imagine Learning, Inc. to Provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 12th Grade 46-48
- 13.2.5 Approve Overnight Travel for the West High School Boys Basketball Team and Advisors to Attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 26 – December 30, 2024 49
- 13.2.6 Approve Professional Contract Services for TUSD High School Drama and Theater Departments for 2024-2025 School Year 50-62
- 13.2.7 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at North School for the 2024 - 2025 School Year 63-66
- 13.2.8 Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2024-2025 School Year 67-70
- 13.2.9 Approve Quote for Bite-Sized SEL Toolkit, Lifetime Site License with Thriving YOUniversity and Stein High School beginning 2024-2025 School Year 71-72
- 13.2.10 Ratify Master Contract with Non-Public Agency (NPA) ACES 2020, LLC for the 2024-2025 School Year (Separate Cover) 73
- 13.2.11 Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda 74-75
- 13.3 **Human Resources:**
 - 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 76-78
 - 13.3.2 Approve Classified, Certificated, and/or Management Employment 79-87

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

14.1 Administrative & Business Services:

- 14.1.1 Adopt Resolution #24-01 Authorizing and Defining Names to Sign Orders on School District Funds 88-92
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.2 Adopt Resolution No. 24-02 to Award and Approve the Agreement for the Tracy Unified School District TK Buildings Project (Site Work Development at Various Sites) (Separate Cover) 93-98
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2 Educational Services:

- 14.2.1 Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading) 99-102
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.2.2 Ratify Agreement to Purchase and Access Digital Credit Recovery Course Licenses for the Summer 2024-2027 School Year 103-105
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3 Human Resources:

14.3.1 Approve a Declaration for a Provisional Internship Permit **106-107**

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

14.3.2 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers **108-109**

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

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

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

17. Board Meeting Calendar:

17.1 September 10, 2024

17.2 September 24, 2024

17.3 October 22, 2024

18. Upcoming Events:

18.1 September 2, 2024

No School, Labor Day

18.2 October 7-11, 2024

No School, Fall Break

18.3 November 11, 2024

No School, Veteran's Day

18.4 November 25-29, 2024

No School, Thanksgiving 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, August 13, 2024**

- 6:20 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.
Absent: J. Silcox.
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, 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 Report Out of Action Taken on Reinstatements: AR#24-25/#01, AR#24-25/#02
3.2.1
Action: Approved. **Vote:** Yes-6 ; No-0 ; Absent-1 (Silcox).
- 6b Report Out of Action Taken on Early Graduation: THS#10361058
3.2.2
Action: Approved. **Vote:** Yes-6 ; No-0 ; Absent-1 (Silcox).
- 6c Report Out of Action Taken on Approve Funding for Reimbursement Per
3.2.3 Confidential Settlement Agreement
Action: **Vote:** Yes-6 ; No- 0; Absent-1 (Silcox).
- 6d Report Out of Action Taken on Consider Paid Leave of Absence for
3.3.1 Classified Management Employee #UCL-497
Action: Approved. **Vote:** Yes-6 ; No-0 ; Absent-1 (Silcox)
- 6e Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2 Classified Employee #UCL- 498
Action: Denied. **Vote:** Yes-4 ; No- 2 (Hoffert, Alexander); Absent-1 (Silcox);
- Minutes:** 7. **Approve Regular Minutes of June 25, 2024.**
Action: Kahlon, Hawkins. **Vote:** Yes-5; No-0; Absent-1 (Silcox); Abstain-1 (Alexander).
- Audience:** Dean Reese, Jennifer Kassel, Jacqui Nott, Richard Newton, Monica Peralta, Donna Ensor, Jason Noll, Michael Bunch, Archana Gard, Jennifer Black, Jessica Hamlin, Stephanie Olsen, Dominique Mason
- Student Rep Reports:** 8.1 None.
- Recognition & Presentations:** 9.1 **Recognize the STEMLine Leadership Academy (Cohort 2) Graduates**
STEMLine is a District leadership program for team leaders and district administrators. Participants from the 23/24 STEMLine program, referred to as Cohort 2, were presented with certificates for their dedication and completion of the program.

9.2 Bohn Elementary School Principal, Jacqui Nott, along with Assistant Principal, Hanna Green, and K1/SDC Teacher, Stephanie Olsen, provided Bohn School Special Education information. At Bohn the entire staff works as a team. They're saying is "it's not your student, it's our student". Data indicates that 24% of the students at Bohn identify as having a disability. 56% of the Kinder/1st grade students with a disability spend 80% or more of their day with general education peers. Bohn has partnered with the SJCOE for training of leadership teams. The school has partnered with SJCOE for the training of leadership teams in the Universal Design of Learning (UDL). Teachers and Para Educators are also working on key instructional practices with the district's TOSAs. They are released from the classroom three times a year for training and lesson studies.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

**Hearing of
Delegations**

11. None.

Public Hearing:

12.1 Administrative & Business Services: None.

Consent Items:

13. Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action: Fagin, Hawkins. **Vote:** Yes-6 ; No-0; Absent-1 (Silcox).

13.1 Administrative & Business Services:

13.1.1 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

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

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

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

13.1.5 Approve Payroll Reports (June 2024)

13.1.6 Approve Revolving Cash Fund Reports (June 2024)

13.2 Educational Services:

13.2.1 Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2024-2025 School Year

13.2.2 Ratify SJCOE CARE Program MOU at WHS for the 2024-2025 School Year

13.2.3 Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School for the 2024 - 2025 School Year

13.2.4 Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2024 - 2025 School Year

- 13.2.5 Approve Renewal of Digital Services Between Fireplace Inc. and Duncan Russell Community Day School for the 2024-2025 School Year
- 13.2.6 Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluations (IEEs) for the 2024 – 2025 School Year
- 13.2.7 Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2024-2025 School Year
- 13.2.8 Approve Special Contract Services Agreement with Building Connections Behavioral Health (BCBH) for Independent Education Evaluation (IEE) Assessment for the 2024-2025 School Year
- 13.2.9 Ratify Master Contract with Spectrum Center, Non-Public School (NPS) for the 2024-2025 School Year (Separate Cover)
- 13.2.10 Ratify Master Contract with Residential Facility Oxbow Academy for the 2024-2025 School Year (Separate Cover)
- 13.2.11 Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Central School for the 2024-2025 School Year
- 13.2.12 Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Wanda Hirsch Elementary School for the 2024-25 School Year
- 13.2.13 Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2024-2025 School Year
- 13.2.14 Approve Agreement for Special Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2024-2025 School Year
- 13.2.15 Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program During the 2024-2025 School Year
- 13.2.16 Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2024-2025 School Year
- 13.2.17 Approve Agreement for Special Contract Services with Chest of Hope for the 2024-2025 School Year
- 13.2.18 Approve Agreement for Contract Services with Sow A Seed to Provide Anger Management Classes to Students during the 2024-2025 School Year
- 13.2.19 Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc for the 2024 - 2025 School Year
- 13.2.20 Ratify Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 School Year
- 13.2.21 Ratify Master Contract with Non-Public School (NPS) Stockton Educational Center for the 2024-2025 School Year (Separate Cover)
- 13.2.22 Approve Agreement for Contract Services between Faith in Action Community Education Services and Tracy Charter School for the 2024-25 School Year
- 13.2.23 Ratify Agreement for Contract Services between Houghton Mifflin Harcourt and Williams Middle School for the 2024-2025 School Year

- 13.2.24 Approve Agreement for Contract Services for Suicide Awareness and Prevention Between Child Abuse Prevention Council and Williams Middle School 2024-2025 School Year
- 13.2.25 Approve Service Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2024-2025 School Year
- 13.2.26 Ratify Agreement for Contract Services between Scholastic Magazine and Williams Middle School to Provide Supplemental Resources for Math, Science and LA/ELD for the 2024-2025 School Year
- 13.2.27 Ratify Agreement for Contract Services between SCUTA and Williams Middle School to Provide Licensing for the 2024-2025 School Year
- 13.2.28 Approve Agreement for Contract Services with Sow A Seed to Facilitate Too Good for Drugs” Curriculum Per the Substance Use Disorder Plan (SUDP) Tier 1 Intervention for the 2024-2025 School Year
- 13.2.29 Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for 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 Education Specialist, Counseling, Teaching and Administrative Interns Agreement with University of San Francisco
- 13.3.4 Approve Student Teacher Agreement with Hope International University

Action Items:

14.1 Administrative & Business Services: None.

14.2 Educational Services:

- 14.2.1 Adopt Revised Board Policy 6146.1 High School Graduation Requirements/ Standards of Proficiency

Action: Alexander, Kahlon. Board adopted as final. **Vote:** Yes- 6; No-0; Absent-1 (Silcox).

- 14.2.2 Approve Revised School Site Plan and Budget for 2024-2025 School Year (Separate Cover)

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

14.3 Human Resources:

- 14.3.1 Approve Revised Job Description for Coordinator of Prevention Services

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

- 14.3.2 Approve a Variable Term Waiver for Administrative Services

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

Board Reports:

Trustee Kahlon welcomed everyone back to the new school year and extended congratulations to the STEMLine graduates. She found the Bohn presentation inspiring. The LULAC Youth Leadership Conference is October 25. This is a great opportunity for students to improve their leadership skills. Trustee’s Hoffert, Alexander and Fagin thanked Bohn for the presentation and congratulated STEMLine graduates. Trustee Fagin said Bohn always does a great job. Trustee Hawkins attended LULAC at UOP this past weekend to see WHS students presented

with scholarships. Trustee Abercrombie informed the City of Tracy and TUSD joined forces for the Youth Apprenticeship Readiness Accelerator (YARA) program which enabled recent graduates to complete prerequisites for working in the trades. Their graduation takes place this Sat at 11:00. During the summer he attended an ASCA conference, and he was very impressed. There was a vaping presentation that he would like to bring to TUSD. This semester, Trustee Abercrombie is working at Kimball, teaching a DARE class to the freshman students.

**Superintendent
Report:**

Dr. Pecot expressed that the teachers and counselors involved in STEMLine are amazing. The quality of future and current administrators from the program is top notch. Bohn is in great hands with Jacqui Nott. Dr. Pecot visited Bohn today, they are off to a great start. Congratulations to Dr. Boswell, this is his first day at the dais. It takes everyone working as a team to have the school year start off as well as it has. From bus routes, to placement, to curriculum and cleaning rooms, the hard work and teamwork make it happen.

Adjourn: 7:27 P.M.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 12, 2024
SUBJECT: **Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodities Distribution Association 2025 Annual Conference in New Orleans, LA on April 12-16, 2025**

BACKGROUND: The American Commodity Distribution Association is hosting its annual conference in New Orleans, LA, tailored for school nutrition professionals. There will be educational sessions with various topics. The American Commodity Distribution Association's mission is to strengthen the impact of domestic USDA Foods Programs.

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

FUNDING: The estimated total cost for the conference, covering expenses for both the Director of Food Services, Brandy Campbell, and the Coordinator of Food Services, Rachel Pollard, is \$8,000. This estimate includes registration, lodging, transportation, and meals, and will be funded through Fund 13.

RECOMMENDATION: Approve Out of State Travel for the Director of Food Services and the Coordinator of Food Services to Attend the American Commodity Distribution Association 2025 Annual Conference in New Orleans, LA on April 12-16, 2025.

Prepared by: Brandy Campbell, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 14, 2024
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Donation received by Tracy High School/Tracy Unified School District:

1. Donation from Leprino Foods: \$500.00 (Check #1010168342) designated for the Tracy High FFA Club.

Donation received by South/West Park School/Tracy Unified School District:

1. Donation from Costco for the value of \$500.00. Costco donated backpacks to be distributed to the students.
2. Donation from Costco for the value of \$1000.00. Costco donated two gift cards of \$500.00 each to be used at principal's discretion.

Donation received by Kimball High School/Tracy Unified School District:

1. Donation from Manny's Heating and Air Inc.: \$850.00 (Check #2152) this donation will be used for fees and expenses of Kimball's athletic program.
2. Donation from Leprino Foods: \$1000.00 (Check #1010168739) this donation was for the gear needed for Kimball's football program. This donation was previously approved at the 8/13/2024 board meeting, Leprino Foods was not acknowledged as the donating company.
3. Donation from Exigency Healthcare Services LLC: \$5,000.00 (Check #1001) money will be used towards gear and uniforms needed for the volleyball teams.

Donation received by West High School/Tracy Unified School District:

1. Donation by Crews Blessing for the value of \$3,332.78. Donation of twenty-two football shields which will go towards West High School's Football Team.

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

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

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 15, 2024
SUBJECT: Approve Accounts Payable Warrants (July 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (July 2024).

Prepared by: Lori Nelson, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 15, 2024
SUBJECT: Approve Payroll Reports (July 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (July 2024).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 07/10/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	717,977.00	Teachers' Salaries
		1200	249.40	Cert Pupil Support Salaries
		1300	29,049.92	
		1900	9,977.40	
		2100	74,653.51	Instructional Aides' Salaries
		2200	140,308.15	Classified Support Salaries
		2300	135.66	
		2400	38,894.44	Clerical & Office Salaries
		2900	6,734.12	Other Classified Salaries
		Total Labor	1,017,979.60	
Fund	01	SACS Object	Amount	
		3101	94,009.32	STRS On 1000 Salaries
		3201	1,033.36	PERS On 1000 Salaries
		3202	25,902.26	PERS On 2000 Salaries
		3301	15,587.41	
		3302	17,427.35	
		3501	378.71	State Unemploy On 1000 Salary
		3502	129.93	State Unemploy On 2000 Salary
		3601	13,210.24	Worker'S Comp Ins On 1000 Sal
		3602	4,548.28	Worker'S Comp Ins On 2000 Sal
		Total Contributions	172,226.86	
Fund	09	SACS Object	Amount	
		1100	16,846.56	Teachers' Salaries
		2400	756.91	Clerical & Office Salaries
		Total Labor	17,603.47	
Fund	09	SACS Object	Amount	
		3101	3,217.69	STRS On 1000 Salaries
		3202	189.92	PERS On 2000 Salaries
		3301	244.28	
		3302	57.90	
		3501	8.42	State Unemploy On 1000 Salary
		3502	0.38	State Unemploy On 2000 Salary
		3601	293.87	Worker'S Comp Ins On 1000 Sal
		3602	13.20	Worker'S Comp Ins On 2000 Sal
		Total Contributions	4,025.66	
Fund	11	SACS Object	Amount	
		1100	3,414.98	Teachers' Salaries
		1200	249.40	Cert Pupil Support Salaries
		2100	1,146.97	Instructional Aides' Salaries
		2400	5,176.15	Clerical & Office Salaries
		Total Labor	9,987.50	
Fund	11	SACS Object	Amount	
		3101	670.26	STRS On 1000 Salaries
		3202	1,148.46	PERS On 2000 Salaries
		3301	53.14	
		3302	483.72	
		3501	1.83	State Unemploy On 1000 Salary
		3502	3.16	State Unemploy On 2000 Salary
		3601	63.92	Worker'S Comp Ins On 1000 Sal

3602	110.32	Worker'S Comp Ins On 2000 Sal
Total Contributions	2,534.81	

Fund 12	SACS Object	Amount	
	1100	466.56	Teachers' Salaries
	2100	6,748.39	Instructional Aides' Salaries
	Total Labor	7,214.95	

Fund 12	SACS Object	Amount	
	3101	89.11	STRS On 1000 Salaries
	3102	116.87	STRS On 2000 Salaries
	3202	910.03	PERS On 2000 Salaries
	3301	6.77	
	3302	378.99	
	3501	0.23	State Unemploy On 1000 Salary
	3502	3.36	State Unemploy On 2000 Salary
	3601	8.13	Worker'S Comp Ins On 1000 Sal
	3602	117.73	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,631.22	

Fund 13	SACS Object	Amount	
	2200	30,459.34	Classified Support Salaries
	Total Labor	30,459.34	

Fund 13	SACS Object	Amount	
	3202	5,898.82	PERS On 2000 Salaries
	3302	2,123.29	
	3502	15.26	State Unemploy On 2000 Salary
	3602	531.37	Worker'S Comp Ins On 2000 Sal
	Total Contributions	8,568.74	

Pay Date 07/31/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	781,570.00	Teachers' Salaries
		1200	656,013.73	Cert Pupil Support Salaries
		1300	679,020.70	Cert Suprvrs' & Admins' Sal
		1900	105,996.29	Other Certificated Salaries
		2100	29,108.06	Instructional Aides' Salaries
		2200	1,025,338.34	Classified Support Salaries
		2300	291,500.63	Class Suprvrs' & Admins' Sal
		2400	401,773.10	Clerical & Office Salaries
		2900	12,179.43	Other Classified Salaries
		Total Labor	3,982,500.28	

Fund	01	SACS Object	Amount	
		3101	409,855.91	STRS On 1000 Salaries
		3102	12,850.16	STRS On 2000 Salaries
		3201	20,763.18	PERS On 1000 Salaries
		3202	460,598.45	PERS On 2000 Salaries
		3301	33,983.87	
		3302	127,129.93	
		3401	155,097.03	
		3402	232,884.83	
		3501	1,111.28	State Unemploy On 1000 Salary
		3502	878.73	State Unemploy On 2000 Salary
		3601	37,019.46	Worker'S Comp Ins On 1000 Sal
		3602	29,312.71	Worker'S Comp Ins On 2000 Sal
		3701	62,046.77	
		3702	22,760.54	
		3901	164.36	
		Total Contributions	1,606,457.21	

Fund	09	SACS Object	Amount	
		1100	29,731.21	Teachers' Salaries
		1200	11,798.12	Cert Pupil Support Salaries
		1300	11,233.18	Cert Suprvrs' & Admins' Sal
		2400	9,860.76	Clerical & Office Salaries
		Total Labor	62,623.27	

Fund	09	SACS Object	Amount	
		3101	10,077.64	STRS On 1000 Salaries
		3202	2,667.33	PERS On 2000 Salaries
		3301	711.30	
		3302	754.61	
		3401	3,856.93	
		3402	653.91	
		3501	26.38	State Unemploy On 1000 Salary
		3502	4.93	State Unemploy On 2000 Salary
		3601	878.82	Worker'S Comp Ins On 1000 Sal
		3602	164.24	Worker'S Comp Ins On 2000 Sal
		Total Contributions	19,798.09	

Fund	11	SACS Object	Amount	
		1200	9,399.14	Cert Pupil Support Salaries
		1300	13,059.82	Cert Suprvrs' & Admins' Sal
		2400	3,373.28	Clerical & Office Salaries
		Total Labor	25,832.24	

Fund 11	SACS Object	Amount	
	3101	4,289.68	STRS On 1000 Salaries
	3202	912.47	PERS On 2000 Salaries
	3301	308.24	
	3302	258.05	
	3401	1,291.61	
	3402	518.86	
	3501	11.23	State Unemploy On 1000 Salary
	3502	1.69	State Unemploy On 2000 Salary
	3601	374.09	Worker'S Comp Ins On 1000 Sal
	3602	56.18	Worker'S Comp Ins On 2000 Sal
	Total Contributions	8,022.10	

Fund 12	SACS Object	Amount	
	2300	3,051.41	Class Suprvrs' & Admins' Sal
	Total Labor	3,051.41	

Fund 12	SACS Object	Amount	
	3202	825.40	PERS On 2000 Salaries
	3302	233.42	
	3402	22.12	
	3502	1.52	State Unemploy On 2000 Salary
	3602	50.83	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,133.29	

Fund 13	SACS Object	Amount	
	2200	27,900.78	Classified Support Salaries
	2300	29,724.10	Class Suprvrs' & Admins' Sal
	2400	19,629.78	Clerical & Office Salaries
	Total Labor	77,254.66	

Fund 13	SACS Object	Amount	
	3202	21,663.48	PERS On 2000 Salaries
	3302	5,894.82	
	3402	7,909.37	
	3502	38.63	State Unemploy On 2000 Salary
	3602	1,286.76	Worker'S Comp Ins On 2000 Sal
	Total Contributions	36,793.06	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 15, 2024
SUBJECT: Approve Revolving Cash Fund Reports (July 2024)

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

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

FUNDING: N/A.

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

Prepared by: Lori Nelson, Director of Financial Services.

08/05/24

TUSD
REVOLVING CASH FUND
July 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
07/18/2024	10055	TOGO'S	PO25-00072 7/19/24 TTIP	
			01-0000-0-0000-7150-4300-810-1001	-768.00
TOTAL				-768.00
07/18/2024	10056	DEPARTMENT OF MOTOR VEHIC...	PO25-00425 Rafael Cerrillos Test	
			01-0723-0-1110-3600-5800-840-9702	-39.20
			01-0724-0-5750-3600-5800-840-9702	-58.80
TOTAL				-98.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 15, 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>
Bohn PTO	<i>Recommended for approval</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly Parent Faculty Alliance	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Kimball High Music Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High PTSA	<i>Approved</i>	<i>Current</i>
Neylan Theatre Booster Club	<i>Approved</i>	<i>Current</i>
Sotuh/West Park Parent Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Baseball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Cheer and Dance Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
August 27, 2024**

A.

Vendor:	Keenan & Associates
Sites:	Tracy Unified School District
Item:	Loss Control Services Agreement
Services:	Keenan will provide the Rent-A-Safety (RASP) Program to improve regulatory compliance, increase safety for employees, students and campus visitors, and address property and liability loss exposures. The RASP program will include the following services on a requested basis: Employee safety training, forklift, aerial lift, scissor lift, boom lift, written program and regulatory compliance, hazard assessments, certified playground safety inspection (CPSI) etc.
Cost:	\$10,000.00
Project Funding:	Environmental Compliance

B.

Vendor:	Keenan & Associates
Sites:	Tracy Unified School District
Item:	Three Year Service Agreement (expires 6/30/27)
Services:	Keenan shall provide TUSD with administrative, adjustment, investigative and additional investigative services on all current and new claims.
Cost:	V.P/A.V. P/ Claims Manager: \$108.00 per hr., Senior Claims Examiner: \$102.00 per hr., Claims examiner: \$90.00 per hr., Expenses: 45% of hourly billing.
Project Funding:	Environmental Compliance

C.

Vendor:	SBS Sierra Building Systems, Inc.
Sites:	Tracy High School
Item:	Proposal
Services:	Site Intrusion Alarm Upgrade
Cost:	\$106,425.00
Project Funding:	Fund 14

D.

Vendor:	The Division of State Architect – Sacramento Office
Sites:	West High School Ag (Expansion Project)
Item:	Plan Check Fees
Services:	DSA Fees for Access Compliance, Fire & Life Safety, and Structural Compliance
Cost:	\$79,100.00
Project Funding:	Fund 25

E.

Vendor:	Russel Sigler, Inc. (Carrier Corporation/California Commercial)
Sites:	Williams Middle School
Item:	Proposal (CMAS No. 4-21-10-1072)
Services:	Remove existing HVAC and replace with new HVAC system as provided in proposal under the CMAS agreement.
Cost:	\$618,455.00
Project Funding:	Fund 14

F.

Vendor:	ITS Enterprises, Inc.
Sites:	Various
Item:	Proposal
Services:	Provide inspections services for (6) Modular Buildings, per the State Code requirements set by the Division of State Architect
Cost:	\$115,200.00 NTE (not to exceed)
Project Funding:	Fund 25



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: July 31, 2024
SUBJECT: Approve Specialized Grant Funding for the 2024-25 Agriculture Incentive Grant for West High School

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local school board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$33,490.00. This supports Strategic Goal #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The grant will provide \$33,490.00 and the district is responsible to supply in-kind matching funds. The matching funds have been accounted for through the CTE budget of the Agriculture department at West High School. No additional funds are required from the district.

RECOMMENDATION: Approve Specialized Grant Funding for the 2024-25 Agriculture Incentive Grant for West High School.

PREPARED BY: Mr. Gary Henderson, Merrill F. West High School Principal.

Application for Funding

Agricultural Career Technical Education Incentive Grant Program Year 2024-25

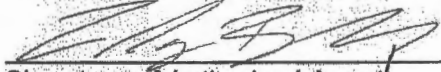
Project Duration: July 1, 2024, to June 30, 2025

School Site: Merrill F. West High School

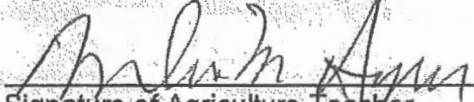
District: Tracy Unified School District

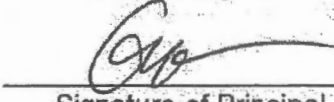
Certification:

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent

Associate Superintendent for Educational Services
Authorized Agent Title


Signature of Agriculture Teacher
Responsible for Program


Signature of Principal

Agriculture Teacher Summer Contact Cell Number: 209.815.7276

Local Educational Agency (LEA) Board Approval Date: August 6, 2024

Printed Name of Agriculture Teachers:

Audri Farmer

Brenda Petersen

Abigail Ferrell

Marlene Hepner

Kari Magniez

Taylor Myers

PART A – Base Level Funding

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

Note: Stand-alone middle school programs will only be required to complete Part A.



1. Properly Credentialed Teachers:

Log onto the California Commission on Teacher Credentialing (CTC) and provide printout of credentials or provide a copy of current credentials.



2. Professional Development:

Provide printout from teacher journal in Agriculture Experience Tracker (AET) verifying professional development activities.



3. Course Sequence:

Provide documents/evidence of at least one three-year course sequence.



4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE):

Provide a copy of course syllabus identifying grading of FFA and SAE.



5. Alternative Credits:

Submit description of at least one course meeting A-G, Dual Enrollment, Articulation, etc.



6. Future Farmers of America Constitution and By-Laws:

Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted.



7. Future Farmers of America Meetings:

Use meeting manager in AET or provide minutes for a minimum of six chapter meetings.



8. Agriculture Advisory Committee:

Provide meeting minutes for two Agriculture Advisory Committee meetings.

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criterion must be provided to the Regional Supervisor.

PART A – Base Level Funding (Continued)

Qualified Program (\$4,500) to each site		<u>\$ 4,500</u>
Number of Agriculture Teachers teaching at least one approved agriculture course?	<u>6</u>	
Teacher based funding (Number of teachers x \$500)		<u>\$ 3,000</u>
Number of Students as identified on the 2022-23 FFA Membership roster?	<u>724</u>	
Student based funding (Number of students x \$10)		<u>\$ 7,240</u>
Class size funding A (number of teachers meeting level A in all classes – 29-31 in classroom/23-25 in shop classes)	<u>0</u>	
Class size A funding (Number of teachers meeting level A class size x \$1,000)		<u>\$ 0</u>
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	<u>0</u>	
Class size B funding (Number of teachers meeting level B class size x \$2,000)		<u>\$ 0</u>
Total Part A Funding:		<u>\$ 14,740.00</u>

PART B – Additional Funding

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the AET. The AET report will be developed based on data as of June 30th. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2023-24 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive \$2,250 plus \$250 per qualified teacher. LEA's meeting the bonus level shall receive an additional \$2,250 plus an additional \$250 per qualified teacher.

Note: An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

PART B – Additional Funding (Continued)

Classroom Section

Points Earned as Identified in the AET Report	<u>546</u>	
Level A Funding: (number of teachers x \$250) + \$2,250		<u>\$ 3,750.00</u>
Level B Funding: (number of teachers x \$500) + \$4,500		<u>\$ 0.00</u>
Total Classroom Section Funding		<u>\$ 3,750.00</u>

Leadership Section

Points Earned as Identified in the AET Report	<u>304</u>	
Level A Funding: (number of teachers x \$250) + \$2,250		<u>\$ 0.00</u>
Level B Funding: (number of teachers x \$500) + \$4,500		<u>\$ 0.00</u>
Total Leadership Section Funding		<u>\$ 0.00</u>

Experiential Learning SAE Section

Points Earned as Identified in the AET Report	<u>1,288</u>	
Level A Funding: (number of teachers x \$250) + \$2,250		<u>\$ 0.00</u>
Level B Funding: (number of teachers x \$500) + \$4,500		<u>\$ 7,500.00</u>
Total Experiential Learning SAE Section		<u>\$ 7,500.00</u>

Total Part B Funding: \$ 11,250.00

Part C – Program Funding

LEAs may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

Part C – Program Funding (Continued)

To qualify for Part C Program Funding, a site must show evidence of meeting the following. If any item is not met, the program is not eligible to apply for Part C funding.

- ☒ Each teacher (50 percent of their teaching load in agriculture) must have participated in eight approved professional development activities.
- ☒ Agenda and Minutes for three Agriculture Education Advisory Committee meetings.
- ☒ Each teacher (50 percent of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.

If a program has met the three required criteria, they are eligible for funding and must complete the following Sections:

Section A – Earn one point for each criterion met.

- ☒ Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.
- ☐ In addition to the Agricultural Education Advisory Committee, the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.
- ☐ Program hosted a Student Teacher.

Total Points Section A: 1
(3 Points Possible)

Section B – Earn points based on AET California Ag CTE Incentive Grant Application Report. Points Earned as Identified in the AET Report for D–Program:

Total Points Section B: 147
(Section A + Section B Points)

Level A Funding: (\$5,000) \$ 0.00

Level B Funding: (\$7,500) \$ 7,500.00

Total Part C Funding:

Part A Base Level Funding: \$ 14,740.00

Part B Additional Funding: \$ 11,250.00

Part C Program Funding: \$ 7,500.00

Grand Total Funding: \$ 33,490.00

Budget Report

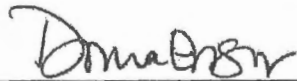
Agricultural Career Technical Education Incentive Grant

Due Date: Budget Report is due in Regional Supervisor's Office by July 15.

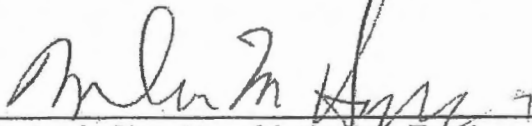
Funding Year: 2024-2025

School Site: Merrill F. West High

District: Tracy Unified School District



Electronic Signature of Person Preparing Report



Electronic Signature of Agriculture Teacher
Responsible for Program

Budget Category 4000: Books and Supplies

Item	Budget (Column A)	Budget Match (Column B)
Supplies	\$ 14,490.00	\$ 14,490.00
Total 4000	\$ 14,490.00	\$ 14,490.00

Budget Category 5000: Services and Operating Expenses, Travel, Conferences, Rentals, etc.*

*Each Line Item in Object Code 5000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Professional Development	\$ 5,000.00	\$ 5,000.00
Transportation	\$ 3,000.00	\$ 3,000.00
Conference Lodging	\$ 9,000.00	\$ 9,000.00
Services	\$ 2,000.00	\$ 2,000.00
Total 5000	\$ 19,000.00	\$ 19,000.00

Budget Category 6000: Capital Outlay*

*Each Line Item in Object Code 6000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Total 6000	\$ 0.00	\$ 0.00

Grand Totals: \$ 33,490.00 \$ 33,490.00

California Department of Education - April 2024

Variance Request Form Agricultural Career Technical Education Grant

Due Date: To be received in Regional Supervisor's Office by July 15.

Please note:

1. A variance may only be submitted for Part A: Base Level Funding.
2. Each criterion for which a variance is being requested must be completed on a separate form.
3. The variance is subject to the approval of the Regional Supervisor.

Funding Year: 2024-2025

School Site: Merrill F. West High School

District: Tracy Unified School District

Criterion for which variance is requested:

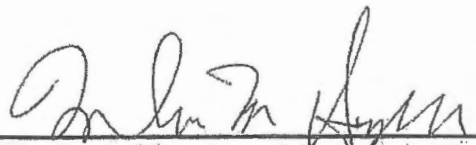
Proper Agriculture Teacher Credential

1. Describe why the criterion currently is not being met?
(Use additional pages if needed)

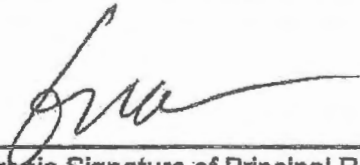
A new hire Ashley Nelson, will be coming from Kansas with three years of teaching experience and a Kansas Agriculture teaching preparation and credential. There is some state to state agreements and process that will be required to transition Ashley Nelson to complete the work for a California State Agriculture Single Subject Clear Credential or CTE credential.

2. What steps will be taken to meet the criterion in the future?
(Use additional pages if needed)

Steps for completing the criteria may include district, county and state course work and induction. State, district, site and department mentors will support the new hire in this process.



Electronic Signature of Agriculture Teacher



Electronic Signature of Principal Responsible
for the Program

Electronic Signature of Regional Supervisor



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 5, 2024
SUBJECT: Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2024-2025 School Year

BACKGROUND: TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024/2025 school year TUSD has identified 5 Key Initiatives. One of the Key Initiatives is to provide STEM opportunities for each student.

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

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

FUNDING: The cost for this training and support is not to exceed \$17,648. It will be paid from LCFF funds.

RECOMMENDATION: Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2024-2025 School Year.

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



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

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

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

- **SCOPE OF WORK**
 - SJCOE STEM Programs will provide the following services:
 - i. San Joaquin County Office of Education FabLab field trips for TUSD 7th graders.
 - ii. Field trips will consist of Engineering robotic systems informed by AI and data.

Specific Days and Times:

Date(s)	Location(s)	Subject	Field Trip Days	Total Cost
11/6/2024, 11/13/2024 11/22/2024 12/6/2024, 12/12/2024 12/13/2024, 12/18/2024	SJCOE FabLab	Engineering with AI and Data	7 Field Trips	\$6,208.00
1/9/2025, 1/10/2025 1/15/2025, 1/22/2025 1/29/2025 1/30/2025, 1/31/2025 2/13/2025, 2/21/2025 2/25/2025, 2/27/2025	SJCOE FabLab	Engineering with AI and Data	11 Field Trips	\$11,440.00
Total Cost			Not to exceed \$17,648.00	

- **TERMS OF AGREEMENT**
 - This agreement will be in effect from August 1, 2024 – June 30, 2025
- **COMPENSATION**
 - Professional learning costs (which include preparation, travel, and materials).
 - i. TUSD will pay SJCOE in the account of \$17,648.00 within thirty (30) days of receipt of the invoice from SJCOE.
- **CHANGES TO THE MEMORANDUM**
 - Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.



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

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

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

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

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

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

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

• **SIGNATURES OF AUTHORIZED REPRESENTATIVES**

**SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION**

TRACY UNIFIED SCHOOL DISTRICT

Annie Cunial, Div. Director STEM Programs

Robert Pecot, Ed.D., Superintendent

Date

Date

Warren Sun, Div. Director of Operations

Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Department, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: SJCOE STEM Department will provide TUSD with SJCOE FabLab field trips for TUSD 7th graders. Field trips will consist of student activities centered around artificial intelligence, computer science, data collection, analysis, and engineering.
- Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 18 () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$17,648. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 6, 2024, and shall terminate on February 27, 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. Amal Assist. Supt Ed Services

Contractor Signature Title
08/06/2024

IBS Identification Number Div. Director Operations
Warren Sun

Title
08/06/2024

Address

Tracy Unified School District
8/5/24

Date
01-0709-0-1110-1000-5800-800-2034

Account Number to be Charged
Ed. Services/STEM

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 9, 2024
SUBJECT: **Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the Durham Ferry Outdoor Education Center for the 2024-2025 School Year**

BACKGROUND: TUSD is a STEM District. The TUSD STEM Vision is as stated: Empowering every student for success in tomorrow's world. The TUSD STEM Mission is as stated: Engaging STEM experiences connect each student to the real world and prepare them for college and career success through collaboration, critical thinking, and problem solving. In the 2024/2025 school year TUSD has identified 5 Key Initiatives. One of the Key Initiatives is to provide STEM opportunities for each student.

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

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

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

RECOMMENDATION: Approve Agreement for Contract Services Between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the Durham Ferry Outdoor Education Center for the 2024-2025 School Year.

PREPARED BY: Dean Reese, Director of STEM Curriculum and Local Assessment.



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

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

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

I. SCOPE OF WORK

- SJCOE STEM Programs will provide the following services:
 - San Joaquin County Office of Education Durham Ferry Field trips taking place between September 18, 2024 and April 29, 2025 for TUSD 4th and 5th graders. Field trips will consist of student activities centered around learning about the natural and human system in the context of our local river system.

Specific Days and Times:

Dates	Location	Subject	Number of classes	Field Trip Days	Cost
TBD	Durham Ferry Outdoor Education Center or TUSD School Site	Student activities centered around learning about the natural and human system in the context of our local river system	39	13	Not to exceed \$17,550
				Total Cost	\$17,550

II. TERMS OF AGREEMENT

- This agreement will be in effect from August 7, 2024 – April 29, 2025.

III. COMPENSATION

- Professional learning costs (which include preparation, travel, and materials).
 - TUSD will pay SJCOE in the total amount of \$17,550.00 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. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from 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.

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

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

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

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

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

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

A Cunial

Annie Cunial, Div. Director of STEM Programs

TRACY UNIFIED SCHOOL DISTRICT

Tania Salinas, Associate Superintendent of
Business Services

08/07/2024

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

08/08/2024

Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Department, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: SJCOE STEM Department will provide TUSD with SJCOE Durham Ferry Outdoor Education Center field trips for TUSD 4th graders. Field trips will consist of student activities centered around learning about the natural and human systems in the context of our local river system and the California's Next Generation Science Standards.

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 13 () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$17,550. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 28, 2024, and shall terminate on April 29, 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:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

8/9/24

Date

01-0709-0-1110-1000-5800-800-2034

Account Number to be Charged

Ed. Services/STEM

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 13, 2024
SUBJECT: Approve Agreement for Contract Services with Imagine Learning, Inc. to Provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 12th Grade

BACKGROUND: On December 19, 2019, the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School. In response to AB 130 and in response to community demand, Tracy Charter School was expanded into a K-12 school in 2021. Pathblazer, through Edgenuity, was adopted at this time as an online curriculum component for K-12 students. It was determined by the teaching staff and administration that a more robust K-5 online curriculum is needed for K-5 students at Tracy Charter School. Genius K-5, through Edgenuity, was adopted in Jan 2022 and is the most comprehensive K-5 curriculum offered by Edgenuity. The courses include math, language arts, science, music, and art. It is a full curriculum that can be modified by the teacher. Edgenuity/Genius K-5 provides both teachers and administrators with the ability to provide differentiated and engaging curriculum and strong progress monitoring tools to improve student learning.

RATIONALE: This program allows our students greater access to standards-based instruction and allows our teachers to better assess student progress toward district goals. Both platforms provide resources to help schools meet the needs of all students, including those who are English Learners, have IEPs or 504 plans, or those who require special accommodations or modifications. We have a current agreement with Imagine Learning for grades K-12, and we have found this to be a successful program.

FUNDING: Tracy Independent Study Charter School Licenses will be paid out of the Charter School funds, not to exceed \$84,107.50 for access through June 30, 2025.

RECOMMENDATION: Approve Agreement for Contract Services with Imagine Learning to provide On-line Curriculum Licenses to Tracy Independent Study Charter School for Kindergarten – 12th Grade.

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



Price Quote

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

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

Date	5/14/2024
Quote No.	Q-52592
Acct. No.	12214869
Total	84,107.50
Pricing Expires	10/13/2024

Billing details: The district will commit to a specific license quantity to start (Genius K-5 Buzz = 110 & Grades 6+ = 15) and we'll debit billings against that amount. Once the initial purchase of semester licenses have been exhausted, we will invoice based on actual usage (grades k-5=\$545 per semester license & grades 6+ \$850 per reusable license). The K-5 semester license charge is for up to 6 courses per student in an 18 week use period of time within the contract dates (nonreusable). The grades 6-12 I.S. license is for 1 active course enrollment per student within a 12 month contract (reusable).

This allows flexibility for students to enroll at different times throughout the contract dates.

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

Site	Description	Comments	End Date	Qty	Per Unit	Amount
Tracy Unified School District	IS FT Student Elem License (Content only, 6 courses) - 14 day drop/add grade prd	K-5	06/30/2025	110	425.00	46,750.00
	Integration Genius per Student per Semester	K-5	06/30/2025	110	20.00	2,200.00
	IS Elementary Course All Workbooks	K-5	06/30/2025	110	100.00	11,000.00
	IS 12-Month Single Course Seat Reusable Enrollment	6+	06/30/2025	15	850.00	12,750.00
	Edgenuity Exceptional Students Course Suite Per Student	6+	06/30/2025	10	250.00	2,500.00
	eDynamic Electives Per Enrollment Per Semester - 14 day drop/add grace period		06/30/2025	20	100.00	2,000.00
Tracy Independent Study Charter School	IS PD Essentials		06/30/2025	1	6,000.00	6,000.00

Subtotal	83,200.00
Tax Total	907.50
Total	84,107.50

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

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

Tracy Joint Unified School

District

Signature: _____

Print Name: _____

Title: _____

Date: _____

Imagine Learning Representative

Jesse Tafolla

Account Executive - California

jesse.tafolla@imaginelearning.com

imaginelearning.com

(530) 760-7043

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 6, 2024
SUBJECT: Approve Overnight Travel for the West High School Boys Basketball Team and Advisors to Attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 26 – December 30, 2024

BACKGROUND: The West High School Boys Basketball Team would like to participate in the Clovis Elks Tournament. The trip would consist of approximately 12 players, 1 student manager and 3 Coaches to attend at Clovis High School campus in Clovis, CA. The team will travel by district vans driven by District approved drivers/volunteer coaches Vivian Parks and Marc Traylor. The team will stay at the Homewood Suites in Clovis, CA. We will be travel to Clovis on December 27th and return on December 30th. The team will be chaperoned by Coach Park and assistant coaches throughout the duration of the trip.

RATIONALE: The opportunity to participate in a 4-day overnight Basketball Tournament camp which will provide the students the importance of teamwork. At the tournament, students will develop skills, learn positive competitive involvement, techniques, and team bonding. 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 West High Athletic Boosters will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Food and miscellaneous expenses of \$966.00. West High Boys Basketball Program (ASB) will pay the \$600.00 tournament fee and the cost of the hotel rooms \$800.00. Total cost of the trip will be \$3,116.00.

RECOMMENDATION: Approve Overnight Travel for the West High School Boys Basketball Team and Advisors to Attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 26 – December 30, 2024.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 8, 2024
SUBJECT: Approve Professional Contract 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 contract with local individuals to provide training and assistance with set building, scenic art, costume design, and musical accompaniment to the TUSD High School Drama and Theater Departments for the 2024-2025 school year.

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 training and assistance is \$ 13,000.00 and will be paid by the California Proposition 28 funds.

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

Prepared by: Zachary Boswell, 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 Jennifer Messenger, 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: Scenic Artist Services for TUSD High School Theatre Productions
- _____
- _____
- _____

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 250 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location Kimball HS, Tracy HS, West HS.

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

a. District shall pay \$20 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$5,000. 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. *Payment shall be made upon completion of each theatre production. (Max 6 productions)

4. The terms of the agreement shall commence on September 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' 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, Zachary Boswell, at (209) 629-4665 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 _____

Prop 28 Funding

Account Number to be Charged _____

Educational Services

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

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 Kevin Messenger, 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: Set Builder Services for TUSD High School Theatre Productions

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 150 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Kimball HS, Tracy HS, West HS.

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

- a. District shall pay \$20 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$3,000. 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. *Payment shall be made upon completion of each theatre production. (Max 6 productions)

4. The terms of the agreement shall commence on September 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' 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, Zachary Boswell, at (209) 629-4665 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

Prop 28 Funding

Account Number to be Charged

Educational Services

Department/Site Approval

Budget Approval

Date Approved by the Board

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 Peggy Tollsfore, 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: Costume Lead Services for TUSD High School Theatre Productions

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 50 () [x] HOURS [] DAYS, under the terms of this agreement at the following location Kimball HS.

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

a. District shall pay \$²⁰ per [x] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$^{1,000}. 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 [] 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. *Payment shall be made upon completion of each theatre production. (Max 6 productions)

4. The terms of the agreement shall commence on September 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' 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, Zachary Boswell, at (209) 629-4665 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 _____

Prop 28 Funding

Account Number to be Charged _____

Educational Services

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

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 Sarah McGuire, 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: Musical Advisory and Accompaniment for TUSD High School Theatre Productions.

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 () [x] HOURS [] DAYS, under the terms of this agreement at the following location Kimball HS, Tracy HS, West HS.

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

- a. District shall pay \$²⁰ per [x] HOUR [] DAY [] 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 [] 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.

*Payment shall be made upon completion of each theatre production. (Max 6 productions)

4. The terms of the agreement shall commence on September 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' 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, Zachary Boswell, at (209) 629-4665 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

Prop 28 Funding

Account Number to be Charged

Educational Services

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Bowell, Associate Superintendent of Educational Services
DATE: August 8, 2024
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at North 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 North School contract for this MOU will not exceed \$6,624.00 to be paid from Prop 28 Arts and Music funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at North School for the 2024 - 2025 School Year.

Prepared by: Susan Hawkins, Principal, North 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 SJCCE 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: SJCCE Artist in Residence is to offer 8 art lessons for each of the 12 classroom at North 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 24 () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$6,624.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$_____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a 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 30, 2024, and shall terminate on April 30, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Susan Hawkins, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Contract Manager

Address _____

2707 Transworld Drive, Stockton, CA

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: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 8, 2024
SUBJECT: Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2024-2025 School Year

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

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and proven success impacting student behaviors. They will provide one tutor/behaviorist, 8 hours daily, for the 2023-2024 school year. They will provide tutoring, mentorship, behavior support, restorative practices and counseling for all students to assist in student success while overcoming academic challenges to assist in raising test scores, improving chronic absenteeism, and supporting students as needed. This aligns with Strategic Goals #1 & #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships. to provide college and .

FUNDING: The cost, not to exceed \$10,400.00 will be paid for through CSI Funds.

RECOMMENDATION: Approve Agreement for Contract Services Faith in Action Community Education (F.A.C.E.S.) North Elementary School.

Prepared by: Mrs. Susan E. Hawkins, North Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: F.A.C.E.S. will provide tutoring, behavior services and assistance for 8 hours per day to improve test scores & chronic absenteeism. The behaviorist/tutor will provide restorative practices to include motivating students to attend school, behavior support services as needed while providing positive support of academic skills and other support as 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 _____ () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$90.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$10,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A 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 5, 2024, and shall terminate on September 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, Zachary Boswell, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature	Title
83-0818579	
IRS Identification Number	
CEO	
Title	
401 E Main Street	
Address	
Stockton, CA 95262	

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: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 14, 2024
SUBJECT: Approve Quote for Bite-Sized SEL Toolkit, Lifetime Site License with Thriving YOUNiversity and Stein High School beginning 2024-2025 School Year

BACKGROUND: George and Evelyn Stein High School serves students who are 16, credit deficient and not on track to graduate from high school. The needs assessment reveals a high interest in multi-tiered mental health services, as well as addressing challenging behaviors and apathy in the classroom. Stein High teachers and staff will need resources, strategies, and techniques for building a more productive learning environment creating quality relationships, strengthening interpersonal skills, overcoming apathy, address SEL topics and promoting high-quality instruction.

RATIONALE: Stein teaching and support staff will have a daily Vision/Advisory class period. The introduction and implementation of social emotional learning during Vision and across all courses using proven strategies and techniques is needed across the school. As a continuation high school, Stein's student population receive individualized attention to meet academic and personal needs of each pupil. Thriving YOUNiversity provides Tier 1 resources to support SEL in the classroom. The resources provide practical strategies and implementation methods to address topics impacting today's youth. Thriving YOUNiversity will provide access to a Google Drive folder to the resources and activities to each staff. This agenda item meets SPSA Goal #2: Provide a safe and equitable learning environment for all students and staff and LCAP Goal # 3, Action 3.1 Behavior Support for Students & Professional Development for Staff.

FUNDING: The cost, not to exceed \$2,500.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Quote for Bite-Sized SEL Toolkit, Lifetime Site License with Thriving YOUNiversity and Stein High School beginning 2024-2025 School Year.

PREPARED BY: Mrs. Traci L Mitchell, George and Evelyn Stein High School Principal.

INVOICE



Thriving YOUiversity, LLC
21520 Yorba Linda Blvd.
Suite G #454
Yorba Linda, CA 92887
(760) 963-3654
joelle@thrivingyouiversity.com

BILL TO

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95304

INVOICE

1671

INVOICE DATE

08/06/2024

DESCRIPTION	AMOUNT
Bite-Sized SEL Tool Kit Site License for 16 users - instructional material located on a Google Drive for George & Evelyn Stein High School	2,500.00
TOTAL	\$2,500.00

Thank you

TERMS & CONDITIONS

Payment is due within 30 days



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: June 25, 2024
SUBJECT: **Ratify Master Contract with Non-Public Agency (NPA) ACES 2020, LLC for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to ratify master contract with Non-Public Agency (NPA) ACES 2020, LLC, due to staffing services needed prior to the date of this board meeting. The District's Special Education administration would like to contract with Non-Public Agency (NPA) ACES 2020, LLC for the 2024-2025 school year to provide services pursuant to students IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: This ratification is needed due to student receiving current services and NPA behind schedule in providing documentation. Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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: Expenses for 2024-2025 regular school year and related services will not exceed \$71,013.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract with Non-Public Agency (NPA) ACES 2020, LLC for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: August 16, 2024
SUBJECT: **Approve and/or Ratify Routine Agreements 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 approved and/or 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 approved and/or 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 approved and/or 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: Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda.

Prepared by: Dr. Zachary Boswell, Associate Superintendent for Educational Services.

EDUCATIONAL SERVICES
August 16, 2024
SUMMARY OF SERVICES

A.	Vendor:	Teacher Created Materials, Inc. TCM
	Sites:	Ed Services Department
	Services:	Supplies – EL Academy Summer School Supplies: Language Power Grades K-12, Summer Scholar STEAM Supplies, and Take home backpacks
	Cost:	\$55,201.37
	Funding Source:	Title 3 Immigrant Funds



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 14, 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>
Cisneros-Gomez, Ivan Psychologist	DEC	08/23/2024	Personal
Faamausili, Adrien Program Specialist	DEC	08/30/2024	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Money, Sally School Supervision Assistant	VES	08/04/2024	Partial resignation of assigned shift; will retain remainder of assignment.

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Andersen, Julia Para Educator I	VES	07/23/2024	Personal
Corneal, Kymberely School Supervision Assistant	BES	07/31/2024	Personal
Costa Alongi, Ana Translator/Clerk Typist	WHS	07/22/2024	Personal
Dokku, Sarada Food Service Worker	KHS	08/08/2024	Accepted Position
Garcia, Sherry Special Ed Para Educator I	VES	08/01/2024	Accepted Position
Garcia, Meza, Savena Para Educator I	NES	08/01/2024	Accepted Position
Garrick, Nichole Clerk I	WHS	06/30/2024	Accepted Position
Goodman, Taneisha Utility Person III	MOT	07/26/2024	Personal
Hearn, Kim Food Service Worker	WMS	08/01/2024	Accepted Position
Khan, Muhammad IEP Para Educator	THS	08/01/2024	Personal
Martinez, Marie Translator/Clerk Typist	SWP	08/01/2024	Accepted Position
Mora, Nery Food Service Worker	THS	08/01/2024	Accepted Position
Sanchez, Jenay Special Education Para Educator	NES	08/01/2024	Accepted Position
Strasburg, Rebecca Food Service Worker	VES	07/28/2024	Accepted Position
Thomas, Darrel Utility Person III	MOT	07/19/2024	Personal

Williams, Fatima
IEP Para Educator

PCS

07/31/2024

Personal

Zamora, Sonia
Food Service Worker

WHS

08/01/2024

Accepted Position

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 14, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Bertsch, Karlyn

Kibbee, Sandra

BACKGROUND:

Carmen, Nicholas

BACKGROUND:

Bolla, James

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

DEC/Special Education
School Psychologist (New)
LMP 8, Step A - \$95,178.00
Fund: Special Education

Middle School School Secretary (Replacement)
Williams Middle School
LMH 11, Step A - \$30.71 per hour
Fund: General Fund

CERTIFICATED

Poet Christian School
Physical Education (Replacement)
"B", Class IV, Step 1 - \$69,780.00
Fund: General

CLASSIFIED

Utility Person III (Replacement)
MOT/Stein
Range 38, Step A - \$25.64 per hour
Fund: 50% General Fund
50% Home to School Transportation

Dokku, Sarada	Food Service Worker (Replacement) Kimball High School Range 25, Step E - \$22.83 per hour Fund: Child Nutrition – School Program
Dye, Susan	Para Educator I (New) Bohn Elementary School Range 24, Step A - \$18.53 per hour Fund: IASA-TITLE I BAS GRNTS LOW INC
Garcia, Sherry	Special Education Para Educator (New) Villalovoz Elementary School Range 27, Step C - \$23.94 per hour Fund: Special Education
Garcia-Meza, Savena	Special Education Para Educator (New) North Elementary School Range 27, Step C - \$21.81 per hour Fund: Special Education
Gardea, Julia	Food Service Worker (Replacement) Hirsch Elementary School Range 25, Step D - \$21.81 per hour Fund: Child Nutrition – School Program
Garrick, Nichole	Clerk Typist II (New) West High School Range 27, Step E - \$21.81 per hour Fund: General Fund
Fabre, Gisela	School Supervision Assistant (Replacement) Jacobson Elementary School Range 21, Step A - \$17.31 per hour Fund: General Fund Unrestricted
Hearn, Kim	Food Service Worker (Replacement) Williams Middle School Range 25, Step E - \$22.83 per hour Fund: Child Nutrition – School Program
Heredia, Itzel	Para Educator I (New) South/West Park Preschool Range 24, Step A - \$18.53 per hour Fund: Child Care & DEV-GAIN MRKT SRVY
Hermosillo, Andrea	Utility Person III (Replacement) MOT/Various Sites Range 38, Step B - \$26.87 per hour Fund: 50% Ongoing and Major Maintenance 50% Home to School Transportation

Kalyanisundaram, Suganya	High School Library Technician (Replacement) Kimball High School Range 31, Step A - \$21.81 per hour Fund: General Fund Unrestricted
Laia, Rayeil	K-8 Library Technician (replacement) Central Elementary School Range 30, Step B - \$22.30 per hour Fund: 80% State Lottery 20% ESSER
Magana, Claudia	Para Educator I (New) South/West Preschool Range 24, Step C - \$20.34 per hour Fund: Child Care & DEV-GAIN MRKT SRVY
Martinez, Marie	Attendance Clerk (Replacement) Central Elementary School Range 30, step E - \$25.64 Fund: General Fund
Mora, Nery	Food Service Worker (New) George Kelly School Range 25, Step E - \$22.83 per hour Fund: Child Nutrition – School Program
Ongell, Pela	Food Service Worker (Replacement) Tracy High School Range 25, Step B - \$19.89 per hour Fund: Child Nutrition – Food Program
Rivas, Maribel	Food Service Worker (Replacement) Hirsch Elementary School Range 25, Step B - \$19.89 per hour Fund: Child Nutrition – Food Program
Rodarte Chan, Aimee	School Supervision Assistant (Replacement) Jacobson Elementary School Range 21, Step A - \$17.31 per hour Fund: General Fund Unrestricted
Sanchez, Jenay	Special Education Para Educator (New) North Elementary School Range 27, Step E - \$23.94 per hour Fund: Special Education
Seyller, Romelia	Food Service Worker (New) Poet-Christian Elementary School Range 25, Step C - \$20.77 per hour Fund: Child Nutrition – School Program

Strasburg, Rebecca

Food Service Worker II (Replacement)
Williams Middle School
Range 28, Step E - \$24.49 per hour
Fund: Child Nutrition – School Program

Tellez, Maria

Preschool Instructor (New)
South/West Park Preschool
Range 30, Step C - \$23.33 per hour
Fund: Child Care & DEV-GAIN MRKT SRVY

Zamora, Sonia

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

Zermeno Romo, Cecilia

Food Service Worker (New)
Geroge Kelly School
Range 25, Step D - \$21.81 per hour
Fund: Child Nutrition – School Program

BACKGROUND:

Allen-Trombley, Jennifer

COACHES

Kimball High School
Cross Country Assistant
\$5,769.01

Anastasio, Jessica

West High School
Girls' Varsity Tennis
\$4,805.34

Anastasio, Samantha

West High School
Pep Squad Assistant
\$2,884.51

Andrews, Garrett

West High School
Varsity Football Assistant
\$6,250.85

Andrews, Joshua

West High School
Varsity Football Assistant
\$6,250.85

Berg, Dominic

Tracy High School
Cross Country Assistant
\$5,325.24

Bigler, Justin

Kimball High School
Girls' Varsity Golf
\$4,805.34

Brown, David	Tracy High School Varsity Flag Football (Split Assignment) \$3,604.01
Brown, David	Tracy High School JV Flag Football (Split Assignment) \$2,402.67
Burrell, Stanley	Kimball High School JV Football Assistant \$5,769.01
Butler, Jessica Ruth	Kimball High School Pep Squad Advisor \$3,607.26
Castro, Miriam	West High School Girls' JV Volleyball \$5,769.01
Coatney, Monique	Kimball High School Dance Advisor \$2,402.67
Doran, Rebekah	Tracy High School Water Polo Assistant \$4,435.70
Ebojo, Catherine	Tracy High School Girls' Varsity Volleyball \$7,208.01
Escobar, Zackery	Tracy High School Varsity Football Assistant \$6,250.85
Espino, Felipe	Kimball High School Girls' Varsity Tennis \$4,805.34
Evans, Justin	Tracy High School Varsity Football Assistant \$6,250.85
Fielsch, Mischelle	Tracy High School Girls' Varsity Tennis \$4,805.34
Galloway, Jamal	West High School JV Football Head \$7,208.01

Gatrell, Robert	West High School Varsity Football Head \$9,135.35
Grande, Joshua	Kimball High School JV Flag Football \$4,805.34
Guillen, Marcus	Tracy High School Frosh Football Head \$6,732.68
Guillen, Nelson	Tracy High School JV Football Assistant \$5,769.01
Haliczer, Denise	West High School Water Polo Assistant \$4,805.34
Hall, Steve	Tracy High School JV Football Assistant \$5,769.01
Harris, Ashlee	Kimball High School Pep Squad Assistant \$2,884.51
Hayward, Elizabeth	West High School Girls' Frosh Volleyball \$5,046.26
Heck, David	Kimball High School Varsity Football Assistant \$6,250.85
Helton, Michael	Tracy High School Girls' Frosh Volleyball \$5,046.26
Hupman, Tida	West High School Cross Country Assistant \$5,769.01
Larios, Gissel	Tracy High School Girls' JV Volleyball \$5,769.01
Lemos, Michael	Tracy High School Frosh Football Assistant \$5,769.01

Lundell, Megan	West High School Pep Squad Advisor \$3,607.26
McKey, Justin	Kimball High School JV Football Assistant \$5,769.01
Mendiola, Rianne	West High School JV Flag Football \$4,805.34
Morris, Jessica	West High School Girls' Water Polo \$7,208.01
Morris, Jessica	West High School Boys' Water Polo \$7,208.01
Murray, Lindsey	Tracy High School Girls' Water Polo \$7,208.01
Murray, Lindsey	Tracy High School Boys' Water Polo \$7,208.01
Orlanes, Angelaia	Kimball High School Girls' Frosh Volleyball \$5,046.26
Parks, Vivian	West High School Girls' Varsity Volleyball \$7,208.01
Perez, Jaime	Tracy High School Cross Country Head \$7,208.01
Posten, Sofia	Tracy High School Pep Squad Assistant \$2,884.51
Pribble, Jeffery	Tracy High School Varsity Football Head \$9,135.35
Rios, David	Kimball High School Varsity Flag Football \$7,208.01

Robinson, Alfred	West High School JV Football Assistant \$5,769.01
Sanchez, Julie	Kimball High School Girls' Varsity Volleyball \$7,208.01
Sanchez, Oliver	Kimball High School Girls' JV Volleyball \$5,769.01
Sauers, Shannon	Kimball High School Varsity Football Assistant \$6,250.85
Shelton, Nathaniel	Tracy High School JV Football Head \$7,208.01
Soares, Sheila	Tracy High School Pep Squad Advisor \$3,607.26
Soares, Sheila	Tracy High School Dance Advisor \$2,402.67
Solario, Monique	West High School Dance Advisor \$2,402.67
Speer, Kevin	Tracy High School Varsity Football Assistant \$6,250.85
Tate, Daniel	Kimball High School JV Football Head \$5,769.01
Towkaniuk, Damio	Kimball High School Varsity Football Assistant \$6,250.85
Trombley, Benjamin	Kimball High School Cross Country Head \$7,208.01
Vallotton, David	West High School Varsity Flag Football \$7,208.01

Vaughn, Leconte	Kimball High School Varsity Football Head \$9,135.35
Wichman, Casey	West High School Girls' Varsity Golf \$4,805.34
Wescott, Marc	Tracy High School Girls' Varsity Golf \$4,805.34
Williams, Theodore	West High School Cross Country Head \$7,208.01
Yerian, Jake	Tracy High School Frosh Football Assistant \$5,769.01

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business Services
DATE: August 12, 2024
SUBJECT: **Adopt Resolution #24-01 Authorizing and Defining Names to Sign Orders on School District Funds**

BACKGROUND: Pursuant to Education Code Sections 35161, and 42632 through 42652, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of October 24, 2023, the board approved Resolution #23-05, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161, and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution #24-01, authorizing and/or removing designated employee's signatures, will be mailed to their office following the regularly scheduled Board Meeting of August 27, 2024.

RATIONALE: As directed by Education Code Sections 35161, and 42632 through 42652 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #24-01 Authorizing and Defining Names to Sign Orders on School District Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 24-01
Resolution Authorizing and Defining Names to Sign Orders on
School District Funds**

WHEREAS, pursuant to Sections 35161, and 42632 through 42652, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution #23-05, dated October 24, 2023 certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 35161, and 42632 through 42652, and by Resolution #24-01, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed, including all official federal and state documents on behalf of Tracy Unified School District:

Dr. Robert Pecot, Superintendent
Tania Salinas, Associate Superintendent for Business Services
Lori Nelson, Director of Financial Services
Dr. Zachary Boswell, Associate Superintendent for Educational Services
Tammy Jalique, Associate Superintendent for Human Resources
Dr. Michael Bunch, Director of Continuous Improvement, State & Federal Programs
Jaime Quintana, Director of Facilities Development and Planning
Michelle Daniel, Director of School Business Support Services and Purchasing
(Purchase orders only)
Anthony Flores, Director of Maintenance, Operations and Transportation Services
(Transportation and Facility Use contracts only)
Brandy Campbell, Director of Food Services (Food Service contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 27TH DAY OF AUGUST, BY THE
FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED
SIGNATURES

DR. ROBERT PECOT, SUPERINTENDENT

TANIA SALINAS, ASSOCIATE SUPERINTENDENT FOR BUSINESS SERVICES

LORI NELSON, DIRECTOR OF FINANCIAL SERVICES

DR. ZACHARY BOSWELL, ASSOCIATE SUPERINTENDENT FOR EDUCATIONAL
SERVICES

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

DR. MICHAEL BUNCH, DIRECTOR OF CONTINUOUS IMPROVEMENT, STATE &
FEDERAL PROGRAMS

JAIME QUINTANA, DIRECTOR OF FACILITIES DEVELOPMENT AND PLANNING

MICHELLE DANIEL, DIRECTOR OF SCHOOL BUSINESS SUPPORT SERVICES AND
PURCHASING (Purchase orders only)

ANTHONY FLORES, DIRECTOR OF MAINTENANCE, OPERATIONS AND
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

BRANDY CAMPBELL, DIRECTOR OF FOOD SERVICES (Food Service contracts only)

VERIFICATION: I, Lynn Dell Hawkins, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

CLERK
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

DATE:



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: August 14, 2024
SUBJECT: Adopt Resolution No. 24-02 to Award and Approve the Agreement for the Tracy Unified School District TK Buildings Project (Site Work Development at Various Sites)

BACKGROUND: The Tracy Unified School District has planned to expand at various campus sites, deemed to have facilities impacts based on various new and expanding district programs. One of the districts current and impacted programs includes the Transitional Kindergarten.

RATIONALE: To address the growing need for additional facilities, the Tracy Unified School District has prepared plans and specifications, and, under Board Resolution 23-09, has approved the utilization of a piggy-back purchase contract. This contract includes the procurement of modular buildings to support program expansion and classroom accommodations, in compliance with the requirements of the Transitional Kindergarten Program. Following the completion of prior building purchases under the piggy-back purchase contract, the District now requires additional contracted services, including site work, infrastructure development, and the installation of the modular buildings, as per the negotiated construction agreement.

The district now desires to award the project and negotiated construction agreement; to Acme Construction, Company Inc. as a responsive and prequalified bidder meeting the conditions pursuant to Public Contract Code section 20111.5.

Therefore, the attached resolution, notice of award, and agreement are complete and final to be issued and approved.

FUNDING: Fund 25

RECOMMENDATIONS: Adopt Resolution No. 24-02 to Award and Approve the Agreement for the Tracy Unified School District TK Buildings Project (Site Work Development at Various Sites).

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #24-02**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION SUPPORTING AWARD AND APPROVAL OF AGREEMENT**

THIS NOTICE OF AWARD AND AGREEMENT ("Agreement") is made on August 27, 2024 ("Commencement Date"), by and between the Tracy Unified School District, a California public school district, and Acme Construction Company, Inc., a licenced general contractor in the State of California ("Contractor").

RECITALS

WHEREAS, the Tracy Unified School District ("District") is currently undertaking a project known as the Tracy Unified School District TK Buildings ("Project") for the site work and development at various sites, which includes sitework, infrastructure development and installation of modular buildings; and

WHEREAS, The District provided public notice, and construction documents for the purpose of receiving Project bids.

WHEREAS, The District did not receive bids, from any prequalified bidders Pursuant to Public Contract Code section 20111.5.

WHEREAS, a District not receiving any public bids, can enter into a negotiated contract agreement pursuant to Public Contract Coded section 22038.

WHEREAS, District staff, in conjunction with District consultants, reviewed all submitted proposals under negotiated terms for the Project in response to the constuctions documents issued in accordance with receiving proposals.

WHEREAS, after consideration of all the submitted documentation and cost proposals, the Board hereby supports the Notice to Award and Agreement to Acme Construction Company, Inc.

NOW THEREFORE, in consideration of the aforementioned, notice to award and agreements hereinafter set forth, District and Contractor agree as follows:

PASSED AND ADOPTED, THIS 27TH DAY OF AUGUST, 2024, BY THE FOLLOWING VOTE:

AYES: NOES: ABSTAIN: ABSENT:

Attest:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District

NOTICE OF INTENT TO AWARD

Dated:

To: **Acme Construction Co., Inc. (Contractor)**

Address: **1565 Cummins Drive, Modesto, CA 95358**

From: **Governing Board ("Board") of the Tracy Unified School District ("District")**

Re: **TRACY USD TK BUILDINGS – 2024 ("Project").**

Please take notice that the Tracy Unified School District ("Owner") intends to award the above Project to you, in the amount of **Four Million Five Hundred Ninety-One Thousand Five Hundred Forty-Six Dollars (\$4,591,546.00).**

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Intent to Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit Two (2) copies, each bearing an original signature.
- b. Non-Collusion Declaration.
- c. Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.
- d. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- f. Insurance Certificates and Endorsements as required.
- g. Form W-9
- h. Registered Subcontractor List
- i. Workers' Compensation Certification.
- j. Prevailing Wage and Related Labor Requirements Certification.
- k. Disabled Veteran Business Enterprise Participation Certification.
- l. Drug-Free Workplace Certification.
- m. Tobacco-Free Environment Certification.

- n. Hazardous Materials Certification.
- o. Lead-Based Materials Certification.
- p. Imported Materials Certification.
- q. Iran Contracting Act Ce Certification
- r. Criminal Background Investigation/Fingerprinting Certification.
- s. Buy American Certification.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Intent to Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

TRACY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: Jaime Quintana

TITLE: Director of Facilities and Planning

END OF DOCUMENT



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 5, 2024
SUBJECT: Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading)

BACKGROUND: The presence of Automated External Defibrillators (AEDs) in schools is a crucial component of ensuring the safety and well-being of students, staff, and visitors. Sudden cardiac arrest (SCA) can occur without warning, and immediate intervention is essential to increase the chances of survival. AEDs are designed to be user-friendly, providing clear instructions that allow even untrained bystanders to assist in a cardiac emergency effectively.

RATIONALE: AEDs significantly increase the survival rates of individuals experiencing SCA. When used within the first few minutes of collapse, AEDs can restore a normal heart rhythm and improve outcomes. Given that emergency medical services (EMS) response times can vary, having AEDs on site ensures that life-saving measures can be initiated promptly.

High-Risk Population: Schools are populated by a diverse group, including children, adolescents, and adults, some of whom may have underlying heart conditions or other risk factors for SCA. Physical activities, sports, and high-stress situations common in school environments can also trigger cardiac events, making it vital to have AEDs readily available.

FUNDING: There is no cost associated with this Agenda item.

RECOMMENDATION: Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading).

Prepared by: Jason Noll, Director of Student Services.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Governing Board recognizes that students may need to take prescribed medication during the school day in order to be able to attend school without jeopardizing their health.

When the district has received written statements from the student's physician and parent/guardian detailing the type of medication, dosage amount, administration method, and administration time, designated personnel shall assist the student in taking the medication. Medication will be given to the school in a pharmacy labeled bottle that includes the student's name, name of the physician, medication and dosage of medication to be given. Under no circumstances are school personnel to provide any medication to student's without proper authorization from a physician, including over-the-counter medication.

In addition, upon written request, designated personnel may assist the student in monitoring, testing or other treatment of an existing medical condition (Education Code 49423)

Upon written request by the parent/guardian and with the approval of the student's physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.

AED

The Board will have AEDs available at designated locations within designated schools. These devices shall be maintained in proper working order and accessible during school hours and at school-sponsored events. This policy outlines the responsibilities and procedures for AED use. The school administration is responsible for ensuring that AEDs are installed at strategic locations within the school. They must maintain a record of AED locations and ensure the visibility of AED signage. Additionally, they are tasked with designating and training staff members in the use of AEDs and cardiopulmonary resuscitation (CPR). The designated AED Coordinator is responsible for overseeing the implementation of the AED program, ensuring that AEDs are regularly maintained and tested according to manufacturer guidelines. They also conduct regular training sessions for staff and maintain a list of certified AED users. School staff members are required to participate in AED and CPR training, follow the established procedures for AED use during emergencies, and report any use of the AED to the AED Coordinator immediately.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

Opioid Overdose

The Governing Board recognizes that school districts, county offices of education or charter schools may provide naloxone hydrochloride or another opioid antagonist to

school nurses and trained personnel who have volunteered and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. They will be authorized to administer naloxone hydrochloride in accordance with administrative regulations and will be accorded appropriate liability protection.

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

Anaphylactic Injections

The Board recognizes that some students have allergies of such severity that they may require an emergency anaphylactic injection during the course of the school day. Parents/guardians who are aware of this foreseeable need may ask the district to provide such injections in accordance with administrative regulations. All medication for injections shall be labeled with the student's name, type of medicine, and expiration date. As with any medication, a physician's signature and parent/guardian signature on the proper form is required.

School staff who may be required to administer anaphylactic injections shall receive training from qualified medical personnel. They will be authorized to administer the injections in accordance with administrative regulations and will be accorded appropriate liability protection.

The principal or designee (school nurse) shall schedule inservice meetings to:

1. Familiarize authorized staff with the prescribed medication and its location
2. Ensure that authorized staff are competent to administer anaphylactic injections.
3. Train all school personnel to recognize the symptoms of anaphylactic reactions.

Physicians and parents/guardians of students who may require anaphylactic injections may be invited to attend these meetings.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The principal or designee shall prepare a list naming the student who may need emergency anaphylactic injects. This list shall be given to all concerned staff and updated

annually. The principal or designee shall post, in the school health office, a list of symptoms usually associated with anaphylactic reactions and a clear, specific procedure for administering injections in case of emergency. If authorized staff are not available at the time of an emergency, this written procedures will be followed by anyone who must administer the injection in order to save a life.

Legal Reference:

EDUCATION CODE

49407	Liability for treatment
49408	Emergency information
49423	Administration of prescribed medication for student
49423.5	Specialized health care services
49426	School nurses
49480	Continuing medication regimen; notice
49414.3	Pupil and Personnel Health

BUSINESS AND PROFESSIONS CODE

2700-2837	Nursing
2726	Authority not conferred
2727	Exception in general



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 19, 2024
SUBJECT: Ratify Agreement to Purchase and Access Digital Credit Recovery Course Licenses for the Summer 2024-2027 School Year

BACKGROUND: Tracy Unified Counselors have expressed a continued need for credit recovery for high school students, as well as an online platform for initial instruction at our alternative education campuses. Since 2020 Tracy Unified has used the Edgenuity to address this need. A renewal of these course license is needed in order to allow students to continue using the program. The Edgenuity curriculum/courseware has supported students at all Tracy High, West High, Kimball High, Stein, Duncan Russell, and Tracy Charter School. Edgenuity courseware will allow the District to continue to offer comprehensive course curriculum to all students in grades 9-12 for Credit Recovery, as well as initial instruction for students at Tracy Charter School, Stein, and Duncan Russell.

RATIONALE: Credit Recovery will be provided at all District high schools and Continuation High Schools, before, during and after school, as well as during the Summer.

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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 \$455,00.00 of virtual Comprehensive Course Content and Course Licenses for Summer 2024-2027 funded with LCFF dollars.

RECOMMENDATION: Ratify Agreement to Purchase and Access Digital Credit Recovery Course Licenses for the Summer 2024-2027 School Year.

Prepared by: Dr. Zachary Boswell, Associate Superintendent of Educational Services.



Price Quote

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

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

Date	8/1/2024
Quote No.	Q-13730
Acct. No.	12214869
Total	455,000.00
Pricing Expires	10/31/2024

NOTE: Multi-year discount/savings of 175k requires full payment by August 31, 2024.

NOTE: Imagine Learning will audit Instructional Services Seat usage up to four times during the year. If more seats are found to be in use than purchased, we will invoice the full rate (\$850) for any IS additional seat.

Payment Term	Contract Start	Contract End
Net 30	7/1/2024	6/30/2027

Site	Description	Comments	End Date	Qty
Tracy Unified School District	IS 12-Month Single Course Seat Reusable Enrollment		06/30/2027	20
	Edgenuity Summer All Courses Concurrent User	Summer School	06/30/2027	6
	PD Webinar Session (CW-SUPP)		06/30/2027	6
	Edgenuity Academic Integrity		06/30/2027	1
Duncan-Russell Community Day School	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Site License		06/30/2027	1
	Edgenuity Enhanced CTE Site License		06/30/2027	1
John C Kimball High School	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Site License		06/30/2027	1
	Edgenuity Enhanced CTE Site License		06/30/2027	1
Stein Continuation High School	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Site License		06/30/2027	1
	Edgenuity Enhanced CTE Site License		06/30/2027	1
Merrill F West High School	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Site License		06/30/2027	1
	Edgenuity Enhanced CTE Site License		06/30/2027	1
Tracy High School	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Site License		06/30/2027	1
	Edgenuity Enhanced CTE Site License		06/30/2027	1
Tracy Independent	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Site License		06/30/2027	1
	Edgenuity Enhanced CTE Site License		06/30/2027	1

Site	Description	Comments	End Date	Qty
Study Charter School				
	Imagine EdgeEX with Edgenuity 6-12 Comprehensive Site License		06/30/2027	1
	Edgenuity Enhanced CTE Site License		06/30/2027	1

Subtotal	455,000.00
Tax Total	0.00
Total	455,000.00

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

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

Tracy Joint Unified School

District

Signature: _____

Print Name: _____

Title: _____

Date: _____

Imagine Learning Representative

Jesse Tafolla

Account Executive - California

jesse.tafolla@imaginelearning.com

imaginelearning.com

(530) 760-7043

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 26, 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 employing 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 fiscal impact.

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 employ the following teachers under a Provisional Internship Permit. The individuals will be provided with orientation, guidance, and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll 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.

Zee Hambly; Bohn Elementary School; Special Education

David Lopez; Williams Middle School; Multiple Subject

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: August 12, 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 the 2024-2025 school year, allowing them additional time to complete Pre-Service program requirements, including the Subject Matter Competency requirements, resulting in Intern Credential eligibility, upon completion of those requirements.

FUNDING: There is no fiscal impact.

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 has decided to request a Variable Term Waiver for the individual(s) listed below. This waiver allows them to work while completing the requirements for enrollment in a teaching credential program and obtaining the necessary credential for their position. During the waiver period they will receive orientation, guidance, and assistance.

Jennifer Nelson, Poet-Christian School, Music

**AYES:
NOES:
ABSTAIN:
ABSENT:**

Board President

Date _____

ATTEST:

Board Vice President

Date _____