

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
September 24, 2024

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

TUSD board meetings are held in person.

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

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

A G E N D A

- | | | |
|--------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, 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#07, 24/25#08
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.2 | Reinstatements: AR#24-25/#08
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.3 | Board Waiver: KHS#10358887
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.4 | Early Graduation: KHS#10362405
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.5 | PE Exemptions: THS#10333707
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.2.6 | Approve Funding for 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-1387
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.2 | Release Probationary Classified Employee #UCL-500 Para Educator I
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#07, 24/25#08

3.2.1

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

6b Report Out of Action Taken on Reinstatements: AR#24-25/#08

3.2.2

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Board Waivers: KHS#10358887

3.2.3

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6d Report Out of Action Taken on Early Graduation: KHS#10362405

3.2.4

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6e Report Out of Action Taken on PE Exemptions: THS#10333707

3.2.5

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6f Report Out of Action Taken on Approve Funding for Confidential Settlement

3.2.6 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-1387

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6h Report Out of Action Taken on Release Probationary Classified Employee

3.3.2 #UCL-500 Para Educator I

Action: **Vote:** Yes___; No___; Absent___; Abstain___

7. Approve Special Minutes of September 12, 2024

1-4

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

8. Student Representative Reports:

8.1 Alternative Education: Brooke Dunn; **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 Central Elementary School

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

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|-------------|
| 13.1.1 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 5-6 |
| 13.1.2 | Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year | 7-8 |
| 13.1.3 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 9-10 |
| 13.1.4 | Approve the Out-of-State Travel for the Coordinator of Transportation to Attend the Transporting Students with Disabilities Conference in Frisco, TX, from November 7 to 12, 2024 | 11 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and South/West Park Elementary School for the 2024-2025 School Year | 12-15 |
| 13.2.2 | Approve Agreement for Special Contract Services Provided by Concerned Parent Alliance, Inc | 16-19 |
| 13.2.3 | Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary for the 2024-2025 School Year | 20-24 |
| 13.2.4 | Approve Agreement for Special Contract Services with Demco - The Book Doctor for Professional Development for Library Staff on October 15, 2024 | 25-28 |
| 13.2.5 | Approve Out-of-State Travel to Las Vegas, NV for the Media/Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on April 5-9, 2025 | 29 |
| 13.2.6 | Ratify Agreement for Special Contract Services with Inspired Life School Assemblies for the Forward BMX Show at Poet-Christian for the 2024-2025 School Year | 30-35 |

- 13.2.7 Approve Agreement for Special Contract Services with San Joaquin County Office of Education – California Preschool Instruction Network (CPIN) and the TUSD School Readiness Preschool Program During the 2024-2025 School Year **36-39**
- 13.2.8 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2024 **40-41**
- 13.2.9 Ratify Service Agreement to Contract with Building Connections Behavioral Health, Inc. (BCBH) for a Board-Certified Behavioral Analyst (BCBA) for the 2024-2025 School Year **42-45**
- 13.2.10 Approve Overnight Travel for Up to Three Students to Attend SJCOE YEL Leadership Program at Sky Mountain Outdoor Education Center from September 27 through September 29th, 2024 **46-50**
- 13.2.11 Approve Agreement for Contract Services Between Boys and Girls Club of Tracy and South/West Park Elementary School for the 2024-2025 School Year **51-54**
- 13.2.12 Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the Black Students of California United (BSCU) Leadership Conference in Riverside, California on March 7-9, 2025 **55-56**
- 13.2.13 Approve Overnight Travel for West High School Cross Country Team and Advisors to Attend Asics Clovis Invitational at Woodward Park in Clovis, CA on October 11-12, 2024 **57**
- 13.2.14 Approve Magic School AI to provide THS Teachers with Full Access to their Software Suite of AI Services for a Three-month Evaluation Period during the Fall of 2024 **58-67**

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **68-39**
- 13.3.2 Approve Classified, Certificated, and/or Management Employment **70-72**
- 13.3.3 Approve Paid Teacher Intern Agreement with Santa Clara University **73-78**

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 Updated Board Policy and Administrative Regulation 3320 Claims and Actions Against the District (First Reading) **79-89**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.2 Adopt Updated Board Policy and Administrative Regulation 3514 Environmental Safety (First Reading) (Separate Cover) **90**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.3 Adopt Updated Board Policy 3540 Transportation (First Reading) **91-95**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.4 Approve Updated Board Policy and Acknowledge New Administrative Regulation 5143 Insurance (First Reading) **96-100**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.5 Accept the American Modular Systems Proposal for Transitional Kindergarten (TK) Classrooms under the Incorporating Piggyback Contract Agreement (Separate Cover) **101-102**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

- 14.1.6** Adopt Resolution No. 24-06 to Accept Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE) (Separate Cover) **103-106**

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

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1** Approve a Declaration for a Provisional Internship Permit **107-108**

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** October 22, 2024
17.2 November 12, 2024
17.3 December 17, 2024
17.4 January 14, 2025

18. Upcoming Events:

- | | |
|---|-------------------------------|
| 18.1 October 7-11, 2024 | No School, Fall Break |
| 18.2 November 11, 2024 | No School, Veteran's Day |
| 18.3 November 25-29, 2024 | No School, Thanksgiving Break |
| 18.4 December 23 – January 3, 2025 | No School, Winter Break |

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

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 12, 2024**

5:15 PM: 1-3. President Abercrombie called the meeting to order and adjourned to closed session.

Roll Call: 4. Board: S. Abercrombie, O. Alexander, R. Fagin, N. Kahlon, J. Silcox
Absent: L. Hawkins, Z. Hoffert
Staff: R. Pecot, T. Salinas, T. Jalique, S. Smith. Absent: Z. Boswell

5:30 PM 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Action Taken on Finding of Facts: 24/25#05, 24/25#06, 24/25#01,
3.2.1 24/25#02, 24/25#08
Action: Approved. Silcox, Fagin. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
6b Report Out of Action Taken on Ratify Funding for Confidential
3.2.2 Settlement Agreement
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
6c Report Out of Action Taken on Ratify Funding for Confidential
3.2.3 Settlement Agreement
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
6d Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Classified Employee #UCL-499
Action: Approved. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).

Minutes: 7. **Approve Regular Minutes of August 27, 2024.**
Action: Silcox, Alexander. **Vote:** Yes-4 ; No-0 ; Absent -2 (Hawkins & Hoffert); Abstain-1 (Kahlon).

Audience: Sally Soberanes, Lori Nelson, Tanya Calderon

Student Rep Reports: 8.1 None.

Recognition & Presentations: 9.1 None.

Information & Discussion Items: 10.1 **Administrative & Business Services:** None.

Hearing of Delegations 11. None.

- Public Hearing:**
- 12.1 **Administrative & Business Services:** None.
 - 12.2 **Educational Services:**
 - 12.2.1 **Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District**
 Opened Public Hearing at 5:32 P.M.
 No comments were received.
 Closed Public Hearing at 5:33 P.M.
- Consent Items:**
- 13. **Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Silcox, Kahlon. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
 - 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 Entertainment, Assembly, Service, Business and Food Vendors
 - 13.2 **Educational Services:**
 - 13.2.1 Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2024-25 School Year
 - 13.2.2 Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Woodbridge Invitational in Walnut, CA on September 13-15, 2024
 - 13.2.3 Approve Agreement for Contract Services between Valley Community Counseling and Central Elementary, and North School for the 2024-2025 School Year
 - 13.2.4 Approve Air Tutors to Provide Tutoring Services for Students at Tracy Independent Study Charter School
 - 13.2.5 Approve Agreement for Contract Services with CalFresh Healthy Living, San Joaquin County Public Health, for the 2024-2025 School Year
 - 13.2.6 Approve Agreement for Contract Services between Community Medical Centers and South West Park Elementary School, Duncan Russell, and Stein for the 2024-2025 School Year
 - 13.2.7 Approve Agreement for Contract Services with Community Medical Centers to Provide Mandatory Substance Use Counseling to Students During the 2024-2025 School Year
 - 13.3 **Human Resources:**
 - 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
 - 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:**14.1 Administrative & Business Services:**

- 14.1.1** Adopt Resolution #24-05, Recertifying the Appropriation "Gann" Limits for the 2023/2024 School Year for Tracy Joint Unified School District
Action: Silcox, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
- 14.1.2** Approve the Purchase and Installation of HVAC Units for West High Kitchen
Action: Kahlon, Silcox. **Vote:** Yes-5; No- 0; Absent-2 (Hawkins & Hoffert).

Tania Salinas, Associate Superintendent of Business Services and Lori Nelson, Finance Director, provided information regarding the Unaudited Actuals. The Unaudited Actuals are basically the finalized, ending numbers from last school year. TUSD ended the 23/24 school year with a reported total revenue received at a net decrease of \$2.4 million. An audit adjustment in 23/24 was made for the 22/23 school year, resulting in a difference of approximately \$6 million in the ending fund balance. The increase is attributed to the audit adjustment, one-time funds, and one-time expenditures. This additional funding may be used to lower class size and/or reduce combo classes at some school sites, fill open para positions to support kinder, special program funding and field trips, employee compensation, and a projected increase to the ending fund balance for 24/25.

- 14.1.3** Approve the Unaudited Statement of Receipts and Expenditures for the 2023-2024 Fiscal Year (Separate Cover)
Action: Silcox, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).

14.2 Educational Services:

- 14.2.1** Adopt Resolution # 24-03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District
Action: Silcox, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
- 14.2.2** Acknowledge Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading)
Action: Adopted as final. Kahlon, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).

14.3 Human Resources:

- 14.3.1** Adopt Resolution No. 24-04 Authorizing Teachers to Teach Outside Their Credential Authorizations
Action: Kahlon, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
- 14.3.2** Approve a Variable Term Waiver for Multiple Subject, Single Subject, and Education Specialist Teachers
Action: Silcox, Alexander. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).
- 14.3.3** Approve Revised Job Description for Coordinator of Maintenance, Operations, and Transportation (MOT)
Action: Kahlon, Silcox. **Vote:** Yes-5; No-0; Absent-2 (Hawkins & Hoffert).

Board Reports:

Trustee Kahlon said that Kelly School did a great job on a previous presentation, the leadership students do great work. She attended the WHS JROTC September 11 Remembrance Ceremony. They did a great job; it was very moving. Trustee

Alexander also attended the remembrance ceremony. It brought back a lot of memories of what had happened. She really enjoyed it. Trustee Fagin thanked everyone that makes the school district work smoothly. Trustees Silcox and Abercrombie passed on comment.

**Superintendent
Report:**

Dr. Pecot thanked the board for making themselves available for this special board meeting.

Adjourn: 5:41 P.M.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

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

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
September 24, 2024**

A.

Vendor:	Ricoh USA, Inc.
Sites:	District Wide
Item:	Contract
Services:	During this conversion engagement, Ricoh will convert district inactive student cume records to electronic format.
Cost:	\$79,000.00
Project Funding:	General Fund

B.

Vendor:	Terraphase Engineering
Sites:	Tracy High School
Item:	Proposal
Services:	Five-year review for land use covenant (LUC)
Cost:	\$12,500.00
Project Funding:	Fund 01

C.

Vendor:	Woolpert Strategic Consulting
Sites:	District Wide
Item:	Proposal
Services:	Developer fee justification study.
Cost:	\$12,000.00
Project Funding:	Fund 01



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 10, 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>Approved</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>
Poet Christian PTSA	<i>Recommended for approval</i>	<i>Current</i>
South/West Park Parent Club	<i>Approved</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 Girls Basketball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Softball Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 10, 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 Dennis N. Icardi: \$2,500.00 (Check #112) designated for the Fred S. & Lena L. Icardi Scholarship.
2. Donation from David Icardi: \$2,500.00 (Check #414) designated for the Fred S. & Lena L. Icardi Scholarship.
3. Donation from The Antone and Marie Raymus Foundation 09-18: \$19,782.31 (Check#3154) designated to be used to purchase printers, scanners, drawing tables and supplies for our new Graphics Arts Classes at Tracy High.

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

1. Donation from Tracy Mazda: \$1,000.00 (Check #90118) designated for Kimball Football for gear and uniforms.

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

1. Donation from Patriots Jet Team Foundation Inc.: \$2,000.00 (Check#0000005006) designated for the Robotics Club.

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. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 12, 2024
SUBJECT: Approve the Out-of-State Travel for the Coordinator of Transportation to Attend the Transporting Students with Disabilities Conference in Frisco, TX, from November 7 to 12, 2024

BACKGROUND: School Transportation News is hosting its annual conference in Frisco, Texas, specifically tailored for school transportation professionals. The conference will feature educational sessions focused on transporting students with disabilities and special needs. The mission of School Transportation News is to provide practical solutions and improve safety for students with disabilities and special needs.

RATIONALE: The conference will cover a variety of important topics, including child passenger safety on school buses, wheelchair securement training, and hands-on school bus evacuations for students with special needs and preschoolers. It aims to empower transportation professionals, enhance safety, promote education, and provide hands-on training.

FUNDING: The estimated total cost for the Coordinator of Transportation, Lisa Sawyer, to attend the conference is \$4,789.32. This estimate includes registration, lodging, transportation, and meals, and will be funded through General Transportation Funds.

RECOMMENDATION: Approve the Out-of-State Travel for the Coordinator of Transportation to Attend the Transporting Students with Disabilities Conference in Frisco, TX, from November 7 to 12, 2024.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 26, 2024
SUBJECT: Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and South/West Park 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 behavior services, extensive social emotional counseling, and tutoring 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 on campus.

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 they have proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily, for the 2024-2025 school year. They will provide behavior support, mentorship, restorative practices, counseling and tutoring for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$120,000.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

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

Prepared by: Juan Lopez, South/West Park 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: Provide a Behaviorist 7 hours per day to assist and support needs and ther achievement in the classroom.
The FACES behaviorist will provide behavior support, restorative practices, positive development of academic skills, confidence, and
tutoring services 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 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location South/West Park Elementary.

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 \$ 120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 September 3, 2024, and shall terminate on May 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Juan Lopez, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Joshua Brown Digitally signed by Joshua Brown CEO
Date: 2024.08.23 15:16:01 -07'00'

Contractor Signature Title

83-0818579

IRS Identification Number

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 27, 2024
SUBJECT: **Approve Agreement for Special Contract Services Provided by Concerned Parent Alliance, Inc**

BACKGROUND: The Tracy Unified School District (TUSD) recognizes the critical role that parents and families play in their children's education, which has prompted the launch of a Parent/Family Engagement Series. This initiative consists of four sessions throughout the school year, designed to create direct lines of communication between TUSD leadership and the families they serve. During these sessions, the Superintendent and cabinet members will engage with parents and families to listen to their concerns, answer questions about navigating the TUSD educational system, and provide valuable information on district programs and services. The inaugural session will feature partnerships with key community organizations, including the NAACP, Tracy AAA, and the Boys and Girls Club of Tracy, with plans to involve additional community partners in future sessions to ensure a broad and diverse representation.

RATIONALE: This Parent/Family Engagement Series is rooted in the belief that strong family involvement is essential for student success. The initiative aims to improve communication by bridging gaps and ensuring that parents' voices are heard at the highest levels of decision-making. Additionally, it seeks to enhance parents' understanding of the educational system by providing a platform for clarifying policies and available resources. By fostering community collaboration through partnerships with respected organizations, TUSD can reach a wider audience of families. Furthermore, the series is designed to increase family engagement, as research consistently shows that such involvement positively impacts student outcomes. Promoting transparency and trust through open dialogue will help build stronger relationships with families, creating a more positive educational environment. The feedback gathered during these sessions will also inform district policies and practices, ultimately supporting better outcomes for all students in the district.

FUNDING: The cost, not to exceed \$5,000.00, will be paid by ELO-P funding.

RECOMMENDATION: Approve Agreement for Special Contract Services Provided by Concerned Parent Alliance, Inc.

Prepared by: Dr. Michael Bunch, Director of Continuous Improvement, State & Federal Programs.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____
Will facilitate a 4 part series of parent engagement evenings to help support TUSD students in their school experience within our schools and community.
Contractor should be paid \$2,500 immediately then the remaining balance of \$2,500 immediately following the last parent/family engagement series.

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 10 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Each of our TUSD high School theatres.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$5,000.00 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 1, 2024, and shall terminate on May 1, 2025.
5. This agreement may be terminated at any time during the term by either party upon 60 _____ days' written notice of termination delivered by certified mail, return receipt requested.

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

Donlene V. Williams Exec. Dr.

Contractor Signature Title

27-0046936

IRS Identification Number

Executive Director

Title

1954 Pagola Avenue

Address

Manteca, CA 95337

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 28, 2024
SUBJECT: Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary for the 2024-2025 School Year

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of support, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. Hirsch will contract with Community Medical Centers to provide school-based mental health counseling for an additional school day in addition to services paid for by TUSD. This effort is in alignment with Strategic Goal #1 Tier 3 Intensive Support: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The total cost Community Medical Centers counseling services will not exceed \$11,000. Services will be paid for using Targeted 0709 funds.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary School for the 2024-2025 School Year.

Prepared by: Elisavet Barajas, Principal at Hirsch Elementary School.



AGREEMENT FOR SPECIAL CONTRACT SERVICES
2024 - 2025 School Year Mental Health Services

This agreement, by and between **Tracy Unified School District**, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and **Community Medical Centers, Inc. (CMC)**, a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), is for consultant or special services to be performed by a non-employee of the District.

District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:
 - A. Provide school-based mental health services during the 2024 -2025 School Year to be held August 19, 2024 to June 30, 2025 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2024/2025 School Year Mental Health Schedule, attached hereto and incorporated herein by this reference.
 - B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices.
 - C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

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

2. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay Contractor a total of. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..
 - C. District shall make payment on MONTHLY BASIS UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.
3. The terms of the agreement shall commence on August 19, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.
7. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.
8. Contractor certifies that their current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or

with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.
10. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
11. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
12. Subject to Section 9, contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor: Community Medical Centers, Inc.

District: Tracy Unified School District

By: _____

By: _____

Name/Title: Christine Noguera, CEO

Name/Title: _____

Federal ID No.: 94-2437106

Date: _____

Date: _____

Department/Site Approval

Budget Approval

Date Approved by the Board

Exhibit A
Tracy Unified School District/Community Medical Centers, Inc.
2024 – 2025 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
HIRSCH ELEMENTARY	1	5.5
TOTAL HOURS FOR ALL SCHOOL SITES FOR 2024/2025 SCHOOL YEAR		
TOTAL COST FOR MENTAL HEALTH SERVICES @ \$80/HR FOR 2024/2025 SCHOOL YEAR	25 Mondays x 5.5x\$80	\$ 11,000



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 28, 2024
SUBJECT: Approve Agreement for Special Contract Services with Demco - The Book Doctor for Professional Development for Library Staff on October 15, 2024

BACKGROUND: With high circulating books in school libraries, TUSD library staff wants to ensure that books are kept in good condition and in circulation for an acceptable amount of time.

RATIONALE: In order to ensure that books in school libraries are kept in good condition, staff must do minor repairs. This staff training will allow them the opportunity to learn from a trained professional the best practices with which to perform book repairs as well as preventative measures that can be taken with new books before they go into circulation.

This request helps support District Goal 1: Prepare each student for college and careers and ensure each student meets grade level standards, focusing on narrowing the achievement gap between each student group using accelerated learning and tiered supports. It supports this goal by ensuring library staff are doing all in their power to keep books in circulation, especially those that support our district adopted curriculum.

FUNDING: This professional development opportunity comes at no cost to the district.

RECOMMENDATION: Approve Agreement for Special Contract Services with Demco - The Book Doctor, for Professional Development for Library Staff.

Prepared by: Sally Soberanes, Coordinator of Instructional Media Services and Curriculum.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Book Doctor

, 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: Lead professional development for library staff to train staff in proper techniques for book repair to improve the longevity of highly circulating books

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 3 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location West High School.

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

- a. District shall pay \$0 per [] **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$0. 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 \$_____ for the term of this agreement.
- c. District shall make payment on a [] **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 15 October 2024, and shall terminate on 15 October 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, Sally Soberanes, at (209) 830 - 3252 x 1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 10, 2024
SUBJECT: **Approve Out-of-State Travel to Las Vegas, NV for the Media/Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on April 5-9, 2025**

BACKGROUND: Over the past ten years, the Kimball High School Media and Video Production Department, under the direction of educator Melissa Burkert, has expanded its program exponentially, through the support of the CTE program and Tracy Unified School District. With this support, the program has become an A-G Course in the ART category, has introduced a Drone Certification program, and has been awarded articulation with Delta College for college credits. This program has also worked closely with the City of Tracy in filming city and charity events as well as District events. Many students have either been placed in full time jobs following graduation or been assisted in acceptance to film colleges to pursue their careers.

RATIONALE: With your approval for the Media and Video Department teacher, Melissa Burkert, to attend the NAB Show, she will have the unique experience to converge with electronic media professionals and other educators to develop and explore new and innovate ways to create, manage and deliver the ever-expanding technology of video production. Over several days, Ms. Burkert will have the opportunity to choose from over 250 training sessions on media pedagogy, then taking that new knowledge directly back to the classroom. This knowledge will continue to expand the curriculum and maintain the rigor and relevance of the program.

FUNDING: Conference admission, lodging and transportation costs will total approximately \$5,900. The entire cost has been approved and budgeted for through CTE from the CTEIG managed by Mr. Strube.

RECOMMENDATION: Approve Out-of-State Travel to Las Vegas, NV for the Media/Video Production Teacher to attend the NAB Show (National Association of Broadcasters): Where Content Comes to Life on April 5-9, 2025.

Prepared by: Mr. William Maslyar, Kimball High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 5, 2024
SUBJECT: Ratify Agreement for Special Contract Services with Inspired Life School Assemblies for the Forward BMX Show at Poet-Christian for the 2024-2025 School Year

BACKGROUND: The Forward BMX show is a BMX performance assembly that can take place inside or outside of the school site. The assembly will take place on April September 9th, 2024. The first assembly will be at 8:45 AM and the second assembly will be at 9:45 AM. This show was created by two professional writers who wanted to make a bigger impact on their communities. This show is a professional assembly that encourages a growth mindset and encourages positive character pillar. We were notified they used themselves as an example to inspire building new skills and learning to apply them. They discuss the importance of perseverance, positivity, goal setting, and working hard to achieve those goals.

RATIONALE: This is an extended learning opportunity that supplements the learning standards of the curriculum and positive student character traits. The projected outcome is that students can use their current understanding in the extended learning opportunities to further their academic, social emotional learning, and character traits. We hope this assembly will inspire students to become good citizens with positive character attributes. This supports Goal 2: Provide a Safe and Equitable Learning Environment for all students and staff.

FUNDING: This contract is to be paid with Title 1 Funding. Poet School contract will not exceed \$1,985.00 from Title 1 funds.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Inspired Life School Assemblies for the Forward BMX Show at Poet-Christian for the 2024-2025 school year.

Prepared by: Roya Mahiddin, Assistant Principal, Poet-Christian Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 2 BMX school assemblies on September 9th 2024.
First assembly will start at 8:45 AM and the second assembly will start at 9:45 AM. Each assembly will run for approximately 35 to 45 minutes.
Each assembly will run for approximately 35 to 45 minutes. Contractor will provide standard box jump and pro audio booth to professional BMX riders.
The BMX team members will arrive approximately 7:30 AM and take down the equipment up to 45 minutes after the event.
- 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 3 () [X] HOURS [] DAYS, under the terms of this agreement at the following location Poet-Christian Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1985.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$1985.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$NA for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 9th 2024, and shall terminate on September 9th 2024.
5. This agreement may be terminated at any time during the term by either party upon _____ 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, Zach 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 _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

Performance agreement for **Forward BMX Show**

PRESENTER: Inspired Life School Assemblies / P.O. Box 303 - Calhoun GA 30703 / Phone: (706) 247-6076 / Email: office@forwardbmx.show / Website: www.ForwardBMX.show

School:

Poet-Christian Tracy Unified School District
1701 S Central Ave, Tracy, CA 95376

Contact: Roya Mahiddin
Email: rmahiddin@tusd.net
Phone: +12098303325

PRESENTATION INFORMATION:

2 BMX School Assemblies
- September 9th, 2024 @ 8:45 & 9:45
Assembly run-time: 35 - 45 minutes
Standard Box Jump and Pro Audio Booth - 2 Professional BMX Riders

BMX team arrival: approximately one hour prior to the event. Set-up time: approximately 60 - 90 minutes. Tear down time: approximately 45 minutes.

FEE FOR PRESENTATION: \$1985.00

SPECIFIED DEPOSIT: \$992.50

Purchase Orders Accepted.

Payment shall be made in full, or for the agreed deposit amount within a reasonable time period upon the receipt of your school's invoice.*

NOTE: SPECIFIED DEPOSIT is subtracted from FEE FOR PRESENTATION with any remaining balance due on the day of the presentation or by mail as soon as is possible.

*If your school needs payment options other than what we have specified, just let us know and we will accommodate you. Purchase Orders for the full amount are accepted.

PLEASE MAKE CHECKS PAYABLE TO: INSPIRED LIFE SCHOOL ASSEMBLIES
Mailing Address: P.O. Box 303, Calhoun, GA 30703

See invoice for more payment details: Invoice # 0004598

TERMS OF CONTRACT:

1. This contract serves as a commitment on behalf of the school to book the PRESENTER for the date(s) and event(s) described under PRESENTATION INFORMATION and to provide accommodations to facilitate the presentation.
2. If the presentation is postponed and rescheduled less than 48 hours prior to the event by the school or venue, PRESENTER is compensated 50% of the assembly price or amount equal to the SPECIFIED DEPOSIT to cover travel costs and talent acquisition for the date specified. ***Please see weather exception for California Schools*

Adverse weather conditions can impact rider safety. Any event postponements; including for weather or health issues; will be rescheduled on the soonest available date of the same school year, if possible, and the following school year if necessary. Any booking can be canceled by mail up until 21 days before the event for any reason and receive a full refund.

****CALIFORNIA: POSTPONEMENTS DUE TO WEATHER**

All California school assembly bookings shall be automatically rescheduled for the school's choice of available alternate dates in the event of poor air quality, high winds, cold temperatures, rain, snow, fog, or other precipitation with no time restrictions or obligations. There is no risk to the school for waiting until your scheduled start time to see if conditions improve before making the decision to reschedule.

Please return this contract via email as soon as possible. Thanks!

Representative Signature
Poet-Christian Tracy Unified School District

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 4, 2024
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education – California Preschool Instruction Network (CPIN) and the TUSD School Readiness Preschool Program During the 2024-2025 School Year

BACKGROUND: The California Preschool Instructional Network (CPIN) is brought to you by the California Department of Education, Early Learning and Care Division in collaboration with the Center for Child and Family Studies at WestEd and the California County Superintendents Educational Services Association (CCSESA). CPIN provides high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

RATIONALE: Preschool and Transitional Kindergarten teachers will delve into the California Department of Education's curriculum: *Powerful Role of Play and Building Resiliency Through Play*. Teachers will learn how to integrate learning and resiliency through play. The information and strategies shared will allow for Preschool and Transitional Kindergarten teachers to align their curriculum to the Preschool Foundations and Frameworks. The CPIN trainers provided by the San Joaquin County Office of Education (Katy Down Stroh and Olivia Ortiz) are experts in providing strategies that are aligned to preschoolers' development. This agenda item supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is \$10,000 and will be split and paid with State and Early Education Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education - California Preschool Instructional Network (CPIN) and the TUSD School Readiness Preschool Program During the 2024-2025 School Year.

Prepared by: Dr. Michael Bunch, Director of Continuous Improvement.

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- California Preschool Instructional Network (CPIN), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide three full days of training on the following dates: August 28, October 3, and December 3, 2024, for Preschool and TK Teachers. The CPIN training sessions provided to teachers will focus on the Powerful Role of Play and Building Resiliency Through Play. CPIN training will include trainer fees, planning and preparation time, and printing training materials/add-on resources for up to 40 participants. Training/Trainer fees are \$3,000 per each session (total of 3 sessions) and add-on resource fees are \$25 for up to 40 participants (\$1,000).

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 three full days (8 hours) () [] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 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 December 3, 2024.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3275 ext 1507 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 _____

01-9015-0-7110-2140-5800-430-2728, 12-6127-0-7110-2140-5800-400-3002 & 12-6127-0-7110-2140-5800-340-3002

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: September 10, 2024
SUBJECT: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2024

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the July 15, 2024 – October 15, 2024, reporting period.

RATIONALE: The quarterly report for the period of July 15, 2024, through October 15, 2024, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2024.

Prepared by: Michael Bunch, Director of Continuous Improvement, State & Federal Programs.

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on *Williams* Uniform Complaints
[Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Michael Bunch

Title: Continuous Improvement, State & Federal Programs

Quarterly Report Submission Date:
(check one)

- ☐ January 15, 2024
☐ April 15, 2024
☐ July 15, 2024
☒ October 15, 2024

Date for information to be reported publicly at governing board meeting: September 24, 2024

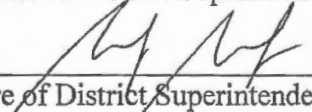
Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Robert Pecot

Print Name of District Superintendent


Signature of District Superintendent

9/9/24
Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 4, 2024
SUBJECT: Ratify Service Agreement to Contract with Building Connections Behavioral Health, Inc. (BCBH) for a Board-Certified Behavioral Analyst (BCBA) for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with Non-public agency (NPA) Building Connections Behavioral Health, Inc. The District's Special Education administration would like to contract with Building Connections Behavioral Health, Inc. to provide services as part of the individualized education plan (IEP). Ratification is necessary at this time to fulfill district responsibility to provide individual student needs as indicated in student IEP.

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

FUNDING: Expense for the 2024-2025 school year and related services will not exceed \$4,500.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Service Agreement with Building Connections Behavioral Health, Inc. (BCBH) for a Board-Certified Behavior Analyst (BCBA) for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____
Will provide one student with 120 minutes per week of BCBA consultation service.

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 30 () |✓| HOURS | | DAYS, under the terms of this agreement at the following location Bohn Elementary.

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

- a. District shall pay \$150.00 per |✓| HOUR | | DAY | | FLAT RATE, not to exceed a total of \$4500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL |✓| SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$-0- for the term of this agreement.
- c. District shall make payment on a |✓| MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 6, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jason Davis, at () 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☒] **WILL** | [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

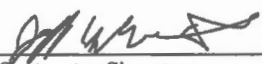
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

	COO
Contractor Signature	Title
47-1253660	
IRS Identification Number	
COO	
Title	
710 S Broadway STE 250	
Address	
Walnut Creek, Ca 94596	

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 6, 2024
SUBJECT: **Approve Overnight Travel for Up to Three Students to Attend SJCOE YEL Leadership Program at Sky Mountain Outdoor Education Center from September 27 through September 29th, 2024**

BACKGROUND: SJCOE STEM is welcoming up to three TUSD high school students to attend Sky Mountain Outdoor Education Center and participate in the Youth for Environmental Literacy (YEL) Leadership Program from September 27th – September 29th, 2024.

RATIONALE: 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.

The invitation extended by SJCOE for a small group of TUSD students to attend Sky Mountain Outdoor Education Center and participate in the YEL Leadership Program represents an invaluable opportunity. This opportunity offers more than just academic growth; it helps to develop leadership skills, learn about environmental stewardship, how they can help better their communities and school sites, and build their environmental identities and capacity as change-makers. It also empowers them to envision potential future career paths.

Approving student participation in SJCOE's YEL Leadership Program aligns with TUSD's mission to provide equitable opportunities for academic and personal growth, reaffirming our commitment to excellence in education and the empowerment of our youth. 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: Transportation, lodging, and meals for this trip have been generously covered by SJCOE STEM and will require no cost from Tracy Unified School District.

RECOMMENDATION: Approve Overnight Travel for Up to Three Students to Attend SJCOE YEL Leadership Program at Sky Mountain Outdoor Education Center from September 27 through September 29th, 2024.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM 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 sponsor up to three TUSD students to attend an overnight 3-day, 2-night leadership retreat opportunity, the YEL Leadership Program, at the Sky Mountain Outdoor Education Center.

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 3 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Sky Mountain Outdoor Education Center.

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

- a. District shall pay \$0 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$0. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 27, 2024, and shall terminate on September 29, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dean Reese, at (209) 830.3275 x1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District

8/5/24

Date

NA, \$0.00

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: September 3, 2024
SUBJECT: Approve Agreement for Contract Services Between Boys and Girls Club of Tracy and South/West Park Elementary School for the 2024-2025 School Year

BACKGROUND: The Boys & Girls Clubs of Tracy is an organization that provides a safe place to learn and grow. Ongoing relationships with caring, adult professionals. B&G club provides life-enhancing programs and character development experiences. It's mission and core beliefs of Boys & Girls Clubs fuel our commitment to promoting safe, positive, and inclusive environments for all. Boys & Girls Clubs of America supports all youth and teens – of every race, ethnicity, gender, gender expression, sexual orientation, ability, socio-economic status, and religion – in reaching their full potential.

RATIONALE: The Boys and Girls is an organization who is a leader in their field. They have bilingual and a diverse staff that represent our student population and they have proven success impacting student behaviors. They will provide structured activities, as well as mentoring during recess time, for the 2024-2025 school year. They will provide behavior support, mentorship, restorative practices, and tutoring for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$10,000.00, will be paid for through our Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services Boys and Girls Club of Tracy and South/West Park Elementary School.

Prepared by: Juan Lopez, South/West Park 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 Boys and Girls Club of Tracy, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide structured activities, reading, tutoring, and mentoring program for all students.
Supplies for this program are also needed. In addition to the afterschool program, the Boys and Girls club will have 3 staff members providing structured activities during lunch recess (12:00- 1:15) five days per week

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days per week () [] HOURS [X] DAYS, under the terms of this agreement at the following location SouthWest Park.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 25, 2024, and shall terminate on May 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Juan Lopez, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kelly Whit CEO
Contractor Signature Title
68-0028682
IRS Identification Number
CEO
Title
753 W. Lowell Ave
Address
Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 24, 2024
SUBJECT: **Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the Black Students of California United (BSCU) Leadership Conference in Riverside, California on March 7-9, 2025**

BACKGROUND: The Black Students of California United (BSCU), is in their eighth year as an organization; but they have been working with students and BSU clubs for 24 plus years. The stated mission of the BSCU is, "to provide California's African American youth with the tools, education and experiences to prepare them to become fully engaged participants in the State's civic and economic life". This conference provides workshops and distinguished speakers to enrich the learning experience of the attendees. We will leave West High at 5:00 a.m. on Friday, March 7th; students will miss that day of school, but will have the opportunity to complete any missed work during the weekend conference. We will travel by district van, 7 students, 2 advisors to attend the UC Riverside located at 900 University Ave., Riverside, CA. 92521. Staying at nearby hotel.

RATIONALE: The Black Student Union club members will learn how to be strong community and campus leaders. This will be an enriching/empowering experience for students, expose them to a professional environment and allow them to network with students from across California. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The cost for hotel, transportation and meals will be approximately \$3,900. This will be paid by West High BSU ASB account and Title 1 funds, and Sponsorships.

RECOMMENDATION: Approve Overnight Travel for the West High B.S.U. Club and Advisors to Attend the Black Students of California United (BSCU) Leadership Conference in Riverside, California on March 7-9, 2025.

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



BLACK EXCELLENCE STUDENT LEADERSHIP CONFERENCE

"BREAKING BARRIERS AND BUILDING STRONG BRIDGES"



MARCH 7-9, 2025 • RIVERSIDE, CA
HOSTED BY UNIV. OF CALIFORNIA AT RIVERSIDE
SCAN QR CODE TO REGISTER TODAY



School of Education





EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: August 30, 2024
SUBJECT: **Approve Overnight Travel for West High School Cross Country Team and Advisors to Attend Asics Clovis Invitational at Woodward Park in Clovis, CA on October 11-12, 2024**

BACKGROUND: The West High School Cross Country Team would like to attend the Asics Clovis Invitational. The trip consists of approximately 10 students and 2 advisors, TJ Williams and Tida Hupman to attend Woodward Park in Clovis; CA. Students and Advisors will travel via District vans. The students and advisors will be staying at Home2Suites by Hilton Clovis Fresno in Clovis, CA.

RATIONALE: The opportunity to participate by qualification to the Asics Clovis Invitational. It will provide the student-athletes a chance to compete at the highest local level. 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: Registration entry fee \$500.00 (HFA-Boosters). The transportation cost for 2 district vans with milage is approximately \$600.00 (ASB). Hotel accommodations for 2 nights including breakfast and taxes \$1,572.00 (HFA-Boosters). Team Dinners and Miscellaneous expenses approximately 250.00 (HFA-Boosters). The total of trip will be in the maximum amount of \$3,272.00.

RECOMMENDATION: Approve Overnight Travel for West High School Cross Country Team and Advisors to Attend Asics Invitational at Woodward Park in Clovis, CA on October 11-12, 2024.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Ed Services
DATE: August 28, 2024
SUBJECT: Approve Magic School AI to provide THS Teachers with Full Access to their Software Suite of AI Services for a Three-month Evaluation Period during the Fall of 2024

BACKGROUND: Magic School AI is a web-based software suite (magicschool.ai) that utilizes AI tools to assist teachers with a multitude of common classroom/instructional tasks. Only THS teachers will have access. The goal of this evaluation is two-fold. First, THS is evaluating the product for its effectiveness in terms of helping teachers to be more efficient with their planning and prep. Second, the evaluation will help us to make decisions regarding the potential for a longer-term relationship with Magic School AI.

RATIONALE: The purpose of the request is to establish a 90-day partnership between Magic School AI and Tracy High School for the fall of 2024 to allow our teachers to evaluate the value and effectiveness of the suite for long-term service agreements. This software suite contains over 40 specific applications that utilize AI language/learning models that have the potential to increase teacher creativity while decreasing time spent on planning and preparation. The hope is that the software suite will free up teachers to spend more time directly servicing students rather than performing routine, preparatory tasks.

FUNDING: The cost of \$1,000 for this program will be funded by Title I funds. This aligns with Goal 4: Strategy 6 found in the 2024-2025 THS SPSA.

RECOMMENDATION: Approve Magic School AI to provide THS Teachers with Full Access to their Software Suite of AI Services for a Three-month Evaluation Period during the Fall of 2024.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide web-based software that utilizes AI to assist teachers with a multitude of common classroom/instructional tasks.

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 90 days () [] HOURS [x] DAYS, under the terms of this agreement at the following location Tracy High School.

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

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

4. The terms of the agreement shall commence on October 1, 2024, and shall terminate on December 31, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Tara Nelson, at (209) 830-3360 x2018 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

Key Contacts:

School Admin Contact (e.g. Principal, Director of Instructional Tech, CTO, etc.)

Name: Jon Waggle Email: jwaggle@tusd.net

Billing Contact (Who should we send invoices to?)

Name: Tara Nelson Email: tnelson@tusd.net

PO Number or Invoicing Submission Requirements: In Process

Additional Terms and Conditions:

Precedence of Special Terms. Notwithstanding any other provision in this Agreement, including but not limited to the Order Form, General Terms and Conditions, and Privacy Policy, in the event of any conflict or inconsistency, the terms and conditions set forth in the "Special Terms" section of this Agreement shall prevail. The Special Terms are hereby incorporated by reference and shall supersede any conflicting or inconsistent terms to the extent of such conflict or inconsistency.

Special Terms:

The pilot-to-annual conversion notice of non-renewal will be 30 days rather than 60 days, giving until 10/01/2024 for the partner to notify if the contract will not continue for an annual contract.

Payment. Unless specified otherwise in the Contract, all Fees are due in advance within thirty days after delivery of the invoice by email to the billing contact above.

Delinquent Payments. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by MagicSchool in collecting undisputed delinquent amounts.

Taxes. Customer is responsible for any Taxes, and Customer will pay MagicSchool for the Services without any reduction for Taxes. If MagicSchool is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides MagicSchool with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to MagicSchool, Customer must provide MagicSchool with an official tax receipt or other appropriate documentation to support such payments.

User Accounts and Customer Administration of the Services.

Customer will not exceed the number of authorized User accounts specified above. User accounts may not be shared or otherwise used on a concurrent user basis, and may not be used by more than one (1) named individual per account, provided, however, the Customer may reassign an account when the named individual no longer works for the Customer or otherwise no longer needs access.

Customer will specify one or more Administrators ("Admin" or "Admins") as mutually agreed who are responsible for the provisioning of End User Accounts authorized and authenticated by the Customer, and who are authorized to contact MagicSchool's designated support representative.

Confidential Information.

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Customer Name and Logo Use. During the Term, MagicSchool may include Customer's name and logo in MagicSchool's standard marketing materials and customer lists. MagicSchool agrees to follow any usage or brand guidelines provided by Customer when using Customer's name and logo for such purposes.

Notices. Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Entire Agreement. This Order Form and the Contract, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Any different or additional terms or conditions stated on purchase orders or otherwise by either party are rejected and void. This Agreement may be amended or modified by mutual agreement of both parties, provided such agreement is documented in writing.

Miscellaneous. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control. The parties are independent contractors, and this Contract does not create an agency, partnership or joint venture. Neither party may assign this Contract, provided that MagicSchool may assign this Contract to a successor-in-interest in a merger, acquisition, corporate reorganization, or sale of substantially all its assets.



Addendum to Service Agreement

We're extending the pilot program you've been enjoying with us at Magic School.

Your pilot program will now run from 08/13/2024 (Original Pilot Start Date) to 12/31/2024.

Your annual agreement will now cover the period from 01/01/2025 to 12/31/2025.

Beyond these changes listed above, all other terms and conditions of the original Agreement signed on 08/13/2024 remain unchanged and in full force and effect.

This Addendum shall be deemed effective as of the date of signature by both parties.

If you have any questions or need further clarification, feel free to reach out to us.

Signature
School or District Representative

Jon Waggle

Name

Date

Tracy High School


Organization


Adeel Khan
CEO, MagicSchool, Inc.

Date

Special Terms: The pilot-to-annual conversion notice of non-renewal will be 30 days rather than 60 days, giving until 12/01/2024 for the partner to notify if the contract will not continue for an annual contract.

BY SIGNING BELOW, EACH PARTY REPRESENTS IT HAS READ AND AGREES TO BE BOUND BY THIS ORDER FORM AND THE LICENSE AGREEMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE. THIS ORDER FORM AGREEMENT MAY BE EXECUTED IN ONE OR MORE COUNTERPARTS, EACH OF WHICH WILL BE DEEMED AN ORIGINAL AND ALL OF WHICH TOGETHER WILL CONSTITUTE ONE AND THE SAME INSTRUMENT.

Signed by:

Signature
School or District Representative
Jon Waggle
Name
8/13/2024
Date
Tracy High School
Organization

DocuSigned by:

Adeel Khan
CEO, MagicSchool, Inc.
8/14/2024
Date



ORDER FORM

Order: This Order Form is subject to the MagicSchool Terms of Service terms at <https://www.magicschool.ai/privacy-security/terms-of-service> incorporated by reference, unless the parties have signed another written agreement governing this order form (as applicable, the "Contract"). In the event of a conflict between the provisions of this Order Form and those of the Contract, the provisions of this Order Form will govern.

Term: The term of this Contract will commence upon countersignature (the Contract Effective Date) and shall have an initial "Pilot" term encompassing the period between the commencement date until 10/31/2024.

Thereafter, this Order Form will automatically convert for subsequent twelve (12) months periods at the renewal rate set forth in the Fee Schedule below unless either party provides notice to the other party at least sixty (60) days prior to the end of the then current period.

Partner: Tracy High School

Fee Schedule:

Service	Students	Sales Price	Total Price	Invoice Date
Pilot Period		\$1000	\$1000	
Pilot Total	-	-	USD \$1000	Invoiced Upon Signature

Service	Students	Sales Price	Total Price	Invoice Date
Platform Fee		\$1000	Wavied for Year 1	
MagicSchool Enterprise	1720	\$5	\$8600	
Annual Total	-	-	USD \$8600	Invoiced On 11/01/2024

Magic School Inc.

4845 Pearl East Cir Ste 118 PMB 83961
Boulder, CO 80301 US
ar@magicschool.ai
<https://www.magicschool.ai/>

**INVOICE**

BILL TO
Tara Nelson
Tracy High School
315 E 11TH ST
TRACY, CA 95376-4017 US

SHIP TO
Tara Nelson
Tracy High School
315 E 11TH ST
TRACY, CA 95376-4017 US

INVOICE 2120
DATE 08/16/2024
TERMS Net 30
DUE DATE 09/15/2024

CUSTOMER NUMBER
1153

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Magic School AI Pilot	Through 10/31.2024	1	1,000.00	1,000.00T
	Sales Tax	Sales Tax calculated by AvaTax on Fri Aug 16 02:22:08 UTC 2024	1	0.00	0.00T

Please mail check remittances to:
Magic School, Inc.
PO Box 18489
Palatine, IL 60055-8489

Address for Courier Deposits (FedEx, UPS, etc):
Magic School, Inc.
LBX 18489
5505 N Cumberland Ave, STE 307
Chicago, IL 60656-1471

SUBTOTAL	1,000.00
TAX	0.00
TOTAL	1,000.00
BALANCE DUE	\$1,000.00

Please mail checks to:

Magic School, Inc.
PO BOX 18489
PALATINE IL 60055-8489

Address for Courier Deposits (FedEx, UPS, etc.):
Magic School, Inc.
LBX 18489
5505 N CUMBERLAND AVE STE 307
CHICAGO IL 60656-1471
Page 1 of 1



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 11, 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>
Bunch, Michael Director of Human Resources & Employee Relations	DEC	08/30/2024	Accepted Position
Quintana, Erin Director of Curriculum & Accountability	DEC	09/01/2024	Accepted Position

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Balmut, Jeanette Attendance Secretary	KHS	09/02/2024	Personal
Bayan, Tiffany School Supervision Assistant	SWP	08/07/2024	Personal
Curiel, Isabel Bilingual Para Educator I	SWP	08/09/2024	Personal

Escoto, Rachael Food Service Worker	AFS	08/14/2024	Personal
Fumar, Dane Special Education Para Educator I	CES	08/28/2024	Personal
Hayward, Tabatha Para Educator II	PCS	08/30/2024	Personal
Hsu, Cathy Para Educator I	Stein	08/12/2024	Accepted position
Koti, Robin Utility Person III	MOT/Grounds	08/29/2024	Accepted position
Matasol, Cinthya Utility Person III	MOT/Grounds	09/02/2024	Accepted position
Minten, Melissa Utility Person II	MOT	09/02/2024	Accepted position
Vera-Rios, Maria Elena Utility Person II	MOT/KHS	09/10/2024	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 28, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Bunch, Michael

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

DEC/Continuous Improvement, State & Fed. Prog.
Director of Continuous Improvement, State & Fed.
Programs (Replacement)
LME 58, Step E - \$150,709.00
Fund: 55% Gen., 25% Targeted SES, 20% ELOP

Gonzalez, Deisi

DEC/Special Education
Speech Language Pathologist (New)
LMP 8, Step A - \$90,395.00
Fund: Special Education

Quintana, Erin

DEC/ Human Resources
Director of Human Resources & Employee
Relations (Replacement)
LME 58, Step E - \$151,528.00
Fund: General

BACKGROUND:

Lopez, David

CERTIFICATED

Williams Middle School
6th Grade (Replacement)
Class I, Step "A" 1 - \$55,137.00
Fund: General

McMath, Ana
Kimball High School
English (Replacement)
Class III, Step "A" 1 - \$60,061.00
Fund: General

Meador, Galen
West High School
RSP 9-12 (Replacement)
Class III, Step "A" 2 - \$67,855.00
Fund: Special Education

Van Os, Julie
Tracy High School
English -.80FTE (Replacement)
Class V, Step "B" 8 - \$57,012.00
Fund: General

BACKGROUND:

CLASSIFIED

Aleman, Isabelle
Villalovoz Elementary
Library Technician (Replacement)
Range 30, Step A - \$21.29 per hour
Fund: State Lottery

Barrera Vega, Ana
MOT/Poet-Christian School
Utility Person II (Replacement)
Range 35, Step B - \$23.60 per hour
Fund: General

Cull, Elizabeth
Geoge Kelly School
Para Educator I (New)
Range 24, Step E - \$22.30 per hour
Fund: Targeted SES

Gohman, Jeri
McKinley Elementary
School Supervision Assistant (Replacement)
Range 21, Step A - \$17.31 per hour
Fund: General

Gonzalez, Braulio
MOT/Freiler
Utility Person II (Replacement)
Range 35, Step B - \$25.08 per hour
Fund: General

Hsu, Cathy
Tracy Young Adult Program
Para Educator II (New)
Range 25, Step E - \$25.64 per hour
Fund: Special Education

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

Koti, Robin	MOT/Warehouse Utility Person III (Replacement) Range 38, Step C - \$28.19 per hour Fund: General
Matasol, Cinthya	MOT/Warehouse Utility Person III (Replacement) Range 38, Step E - \$30.97 per hour Fund: General
Minten, Melissa	MOT/Kimball High School Utility Person II (Replacement) Range 35, Step C - \$26.28 per hour Fund: General
Noll, Alyssa	North School Special Education Para Educator (New) Range 27, Step A - \$19.89 per hour Fund: Special Education
Orson, Joseph	MOT/Monte Vista Middle School Utility Person II (Replacement) Range 35, Step C - \$26.28 per hour Fund: General
Vera-Rios, Maria Elena	MOT/Kelly Utility Person II (Replacement) Range 35, Step E - \$28.83 per hour Fund: General

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 10, 2024
RE: **Approve Paid Teacher Intern Agreement with Santa Clara University**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the district in increasing the number of candidates that are available for teaching positions within the district. A contract between Santa Clara University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from September 25, 2024, through July 31, 2026.

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

FUNDING: No fiscal impact.

RECOMMENDATION: Approve Paid Teacher Intern Agreement with Santa Clara University.

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

INTERNSHIP TEACHING
MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA CLARA UNIVERSITY
AND
TRACY UNIFIED SCHOOL DISTRICT

The parties enter into this Internship Teaching Memorandum of Understanding to create a Teacher Intern Program whereby a student working toward a teaching credential at Santa Clara University's School of Education and Counseling Psychology ("Student Intern") has the ability to complete the teacher preparation coursework concurrent with the Student Intern's first year or two in a paid teaching position.

A. PARTIES

1. Santa Clara University, through its School of Education and Counseling Psychology ("SCU")
2. Tracy Unified School District ("District")

B. TERM

1. The term of this MOU shall be from September 25, 2024 to July 31, 2026. Any party may terminate this MOU upon written notice to the others should a party fail to fulfill the responsibilities set forth herein.

C. PARTY RESPONSIBILITIES

1. Santa Clara University School of Education & Counseling Psychology Responsibilities:
 - a. Verify that the teacher candidate meets the basic program criteria to become an intern: has a B.A. or B.S. degree; has met basic education skills competency (CBEST); has met subject matter competency (CSET); has met U. S. Constitution requirement; has obtained Certificate of Clearance, has completed the appropriate hours of pre-service training, and meets criteria for admission to the University.
 - b. Advise the intern candidate in developing an individual academic program plan for completion of the credential program within two years, as determined by the issuance date of the Intern Credential, and meet the requirements for the preliminary credential being sought.
 - c. Assist the intern candidate in applying to the CTC for the appropriate Intern Credential.

- d. Assign a Field Supervisor who will observe on-site teaching at least four times during assigned supervision semester(s), submit written observations, review lesson plans, and write a final evaluation.
- e. Provide support and supervision assistance with the CTC required hours of support/mentoring, and, if necessary, additional English Learner training (required if intern does not already hold an English Learner Authorization) each academic term.
- f. SCU will advise the Student Intern(s) of their responsibility to:
 - 1. Participate in all training required by the District.
 - 2. Exhibit professional, ethical and appropriate behavior when at the District.
 - 3. Complete all assigned tasks and responsibilities in a timely and efficient manner.
 - 4. Abide by the District's rules and standards of conduct.
 - 5. Maintain the confidentiality of the District's proprietary information, records and information concerning its clients.
- g. Create a Learning Plan guiding faculty, Student Intern and site supervisor expectations of activities, performance of duties including hours of work required, evaluation of the Student Intern and expected learning outcomes.
- h. SCU will advise Student Intern that neither the University nor the District assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the District.
- i. Provide the Student Intern with general and professional liability insurance. See section D1 (Insurance).

2. District Responsibilities

- a. Employ the Student Intern in a position that qualifies the Student Intern for the intern credential and meets all applicable CTC or California Department of Education requirements.
- b. Assign the Student Intern to an appropriate multiple subject class or single subject class, or class authorized by the Student Intern's internship credential.
- c. Verify that the Student Intern's teaching load will be reasonable for a teacher-in-training, and protected from extracurricular and case-overload demands.
- d. Assign a teacher within the school setting and with equivalent instructional assignment to serve as a Learning Support Teacher. The Learning Support Teacher will have a minimum of three years successful experience teaching and, if necessary, will hold a clear credential with either CLAD, BCLAD or ELA authorization. The Learning Support Teacher shall support the Student Intern with weekly course planning, coaching in the classroom, problem-solving regarding students, curriculum, and teaching.
- e. Comply with all relevant California Education codes regarding the Intern Teacher, including California Education Code sections 44450-44468.

- f. Communicate with SCU regarding the progress of the Student Intern and identify any concerns.
- g. Notify SCU of any changes in the Student Intern's employment with the District.
- h. Stipulate that interns will not be hired if certificated employees are available in the participating school districts. The District further stipulates that when an intern is hired, there are no available qualified, certificated persons holding the credential within the district. SCU Interns will not displace certificated employees in participating districts.
- i. Identify the student's supervisor. The supervisor agrees to meet with the student regularly to facilitate the student's learning experience, provide support, review progress on assigned tasks, verify service hours and give feedback.
- j. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the District's operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time.
- k. Provide Student Intern with a written description of the Student Intern's tasks and responsibilities.
- l. Provide appropriate training, equipment, materials and work area for Student Intern prior to Student Intern performing assigned tasks or working with the District's clients.
- m. Inform Student Intern of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the Student Intern's fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- n. Evaluate the Student Intern if requested by SCU and contact SCU if the Student Intern fails to perform assigned tasks or engages in misconduct.
- o. Notify SCU as soon as is reasonably possible of any injury or illness to a Student Intern participating in a learning activity at the District.

D. GENERAL TERMS

- 1. Insurance

A. SCU and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement. Additionally, SCU shall furnish to District Certificate of Liability Insurance as noted in Exhibit A.

. District shall furnish to SCU an underwriter's endorsement with a Certificate of Insurance stating that there is liability insurance presently in effect for the Agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. Upon District request, SCU will provide its certificate with endorsements.

B. The Certificate of Insurance shall provide:

. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to SCU;

. Santa Clara University, its Trustees, officers, employees and agents, must be added by endorsement as insured, but only insofar as the operations under the Agreement are concerned.

. That SCU will not be responsible for any premiums or assessments on the policy.

C. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the District agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event that the District fails to keep in effect at all time insurance coverage as provided herein, SCU may in addition to any other remedies it may have and in accord with the Termination provision of this Agreement, terminate the Agreement upon occurrence of such event.

D. SCU shall provide the Student Intern with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.

E. SCU and the District shall maintain Workers Compensation coverage for their respective employees in statutory limits as required by California law.

F. The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, SCU may require the District to carry insurance with a higher limit.

2. SCU and the District shall defend, indemnify, and hold one another, their Trustees, shareholders, officers, employees, students and agents harmless from and against any and all liability, loss, expenses, attorney's fees, or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such

liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of the indemnifying party, its officers, employees, or agents. This results in proportional liability such that each party is responsible for its own harm.

3. Governing Law

This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Each article shall be independent and separable from all other articles, and the invalidity of an article shall not affect the enforceability of any of the articles.

4. Assignment

This Agreement may not be assigned by either party without the express, written consent of the other party.

5. This Agreement contains the entire Agreement between the SCU and the District relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and Agreements between the parties. This Agreement may be modified or amended only by the mutual, written consent of both parties.

6. SCU and the District represent and warrant that the undersigned have the authority to act on behalf of the parties and to bind the parties and all who may claim through them to the terms and conditions of this Agreement.

By signing below, the parties agree to fulfill the requirements set forth herein.

Rima Nemechek Sr. Asst Dea
Dean, SCU School of Education
and Counseling Psychology

Rima Nemechek

Dean or Designee Signature

05/21/24

Date

Melina R. Johnson
Intern Coordinator Department of
Education, SCU School of
Education and Counseling
Psychology

Melina R. Johnson

Intern Director Signature

5/24/24

Date

Tammy Jalique
Assoc. Supt. for HR

District Representative Signature

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: September 10, 2024
SUBJECT: **Adopt Updated Board Policy and Administrative Regulation 3320 Claims and Actions Against the District (First Reading)**

BACKGROUND: Existing Board Policies and Administrative Regulations related to Business Services are no longer current due to recent changes at the State and Federal levels.

RATIONALE: The Tracy Unified School District (TUSD) must review and revise the current Board Policy and Administrative Regulation 3320 Claims and Actions against the District to reflect updated laws and language.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Updated Board Policy and Administrative Regulation 3320 Claims and Actions Against the District. (First Reading).

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

Claims and Actions Against The District

Claim Presentation Requirements

~~Any and all claims for money or damages against the District must be presented to and acted upon in accordance with Governing Board Policy 3320 and Administrative Regulation 3320 which have been adopted by the Governing Board pursuant to Government Code Section 935. Compliance with these District Claim Procedures is a prerequisite to any court action, including specifically those claims excepted by Government Code Section 905, unless the claim is governed by statutes or regulations which expressly free the claimant from the obligation to comply with this policy and the claims procedures set forth in the Government Code.~~

The Governing Board desires to conduct district operations in a manner that minimizes risk, protects district resources, and promotes the health and safety of students, staff, and the public. Any and all claims for money or damages against the district shall be presented to and acted upon in accordance with the Government Claims Act or other applicable state or district procedures, as well as the district's joint powers authority (JPA) agreement or other insurance coverage.

Any claim for money or damages not governed by the Government Claims Act (Government Code 810-996.6) or specifically excepted by Government Code 905 shall be presented and acted upon in accordance with district-established procedures consistent with the manner and time limitations specified in the accompanying administrative regulation unless a procedure for processing such claims is otherwise provided by state or federal law or regulation. (Government Code 935)

Upon notice to the district of a claim, the Superintendent or designee shall take all necessary steps to protect the district's rights under any applicable contractual agreements, including the right to indemnification from its insurance or other coverage provider.

In accordance with Government Code 935.4, the Board delegates to the Superintendent the authority to allow, compromise, or settle claims of \$50,000 or less pursuant to any conditions of coverage in the district's JPA agreement or insurance coverage.

Roster of Public Agencies

Within 10 days of any change in the name of the district, the mailing address of the Board, or the names and addresses of the Board president, the Board clerk or secretary, or other Board members, the Superintendent or designee shall file the updated information with the Secretary of State and the County Clerk. (Government Code 53051)

~~This policy is effective immediately and applies retroactively to any and all claims, including to claims that accrued prior to the enactment of this policy.~~

Policy Reference Disclaimer:

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

Legal References

~~EDUCATION CODE~~

~~35200 Liability for debts and contracts~~

~~35202 Claims against districts; applicability of Government Code~~

~~CODE OF CIVIL PROCEDURE~~

~~340.1 Damages suffered as a result of childhood sexual abuse~~

~~GOVERNMENT CODE~~

~~800 Cost in civil actions~~

~~935 Authority to enact local claims procedure~~

~~810-996.6 Claims and actions against public entities~~

~~53051 Information filed with the secretary of state and county clerk~~

~~PENAL CODE~~

~~72 Fraudulent claims~~

~~COURT DECISIONS~~

~~*City of Stockton v. Superior Court* (2007) 42 Cal.4th 730~~

~~*Connelly v. County of Fresno* (2006) 146 Cal.App.4th 29~~

~~*CSEA v. South Orange Community College District* (2004) 123 Cal.App.4th 574~~

~~*CSEA v. Azusa Unified School District* (1984) 152 Cal.App.3d 580~~

~~*State of California v. Superior Court (Bodde)* (2004) 32 Cal.4th 1234~~

~~*Tapia v. County of San Bernardino* (1994) 29 Cal.App.4th 375~~

State

Code of Civil Procedure 340.1

Ed. Code 35200

Ed. Code 35202

Gov. Code 53051

Gov. Code 6500-6536

Gov. Code 800

Gov. Code 810-996.6

Pen. Code 72

Description

Damages suffered as result of childhood sexual abuse

Liability for debts and contracts

Claims against districts; applicability of Government Code

Information filed with secretary of state and county clerk

Joint powers agreements

Cost in civil actions

Government Claims Act

Fraudulent claims

Management Resources

Court Decision

Court Decision

Court Decision

Court Decision

Website

Website

Description

City of Stockton v. Superior Court (2007) 42 Cal. 4th 730

Connelly v. County of Fresno (2006) 146 Cal.App.4th 29

CSEA v. Azusa Unified School District (1984) 152 Cal.App.3d 580

CSEA v. South Orange Community College District (2004) 123 Cal.App.4th 574

CSBA District and County Office of Education Legal Services

California Secretary of State's Office

Claims and Actions Against the District

Claim Presentation Requirements

~~California law requires that prior to filing a complaint against the Tracy Unified School District or its employees, the claimant must present a claim under the California Tort Claims Act. (Government Code 911 et seq.)~~

Any claim against the district for money or damages shall be filed and acted upon in accordance with the Government Claims Act (Government Code 810-996.6) or other applicable law. Claims that are specifically excepted from the Government Claims Act by Government Code 905 and are not governed by any other statute or regulation may be filed and acted upon in accordance with district-established procedures pursuant to Government Code 935.

Unless otherwise provided by law, a written claim shall be presented to and acted upon by the Governing Board in accordance with such procedures prior to filing a lawsuit against the district for money or damages.

~~To Present Claim~~ Time Limitations

The following time limitations apply to the presentation of claims for money or damages against the district:

1. ~~Claims for money or damages relating~~ to a cause of action for death or for injury to a person, personal property, or growing crops shall be presented to the ~~Governing Board~~ **no not** later than six months after the accrual of the cause of action. (Government Code 905, 911.2)
2. **Claims relating to any other cause of action subject to the Government Claims Act shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.2)**
3. **Claims relating to childhood sexual assault and other causes of action which are specifically excepted from the Government Claims Act by Government Code 905 but are subject to a claims presentation procedure in another statute or regulation shall be presented to the Board in accordance with the applicable governing statute or regulation. (Government Code 905)**
4. **Claims relating to any cause of action which is specifically excepted from the Government Claims Act by Government Code 905 but is not governed by any other claim presentation statute or regulation shall be presented to the Board within the time limits specified in items #1 and 2 above, depending on the applicable cause of action. (Government Code 911.2, 935)**

~~Pursuant to Government Code 935, claims for money or damages that are listed as exceptions in Government Code 905 shall be presented not later than six months after the accrual of the cause of action. Such claims include:~~

- ~~(a) Claims under the Revenue and Taxation Code or other statute prescribing procedures~~

Claims and Actions Against the District

- ~~for the refund, rebate, exemption, cancellation, amendment, modification, or adjustment of any tax, assessment, fee, or charge or any portion thereof, or of any penalties, costs, or charges related thereto;~~
- ~~(b) Claims in connection with which the filing of a notice of lien, statement of claim, or stop notice is required under any law relating to liens of mechanics, laborers, or material men;~~
 - ~~(c) Claims by public employees for fees, salaries, wages, mileage, or other expenses and allowances;~~
 - ~~(d) Claims for which the workers' compensation authorized by Division 4 (commencing with Section 3200) of the Labor Code is the exclusive remedy;~~
 - ~~(e) Applications or claims for any form of public assistance under the Welfare and Institutions Code or other provisions of law relating to public assistance programs, and claims for goods, services, provisions, or other assistance rendered for or on behalf of any recipient of any form of public assistance;~~
 - ~~(f) Applications or claims for money or benefits under any public retirement or pension system;~~
 - ~~(g) Claims for principal or interest upon any bonds, notes, warrants, or other evidences of indebtedness;~~
 - ~~(h) Claims that relate to a special assessment constituting a specific lien against the property assessed and that are payable from the proceeds of the assessment, by offset of a claim for damages against it or by delivery of any warrant or bonds representing it;~~
 - ~~(i) Claims by the state or by a state department or agency or by another local public entity or by a judicial branch entity;~~
 - ~~(j) Claims arising under any provision of the Unemployment Insurance Code, including, but not limited to, claims for money or benefits, or for refunds or credits of employer or worker contributions, penalties, or interest, or for refunds to workers of deductions from wages in excess of the amount prescribed;—~~
 - ~~(k) claims for the recovery of penalties or forfeitures made pursuant to Article 1 (commencing with Section 1720) of Chapter 1 of Part 7 of Division 2 of the Labor Code;~~
 - ~~(l) Claims governed by the Pedestrian Mall Law of 1960 (Part 1 (commencing with Section 11000) of Division 13 of the Streets and Highways Code);~~
 - ~~(m) Claims made pursuant to Section 340.1 of the Code of Civil Procedure for the recovery of damages suffered as a result of childhood sexual abuse. This subdivision shall apply only to claims arising out of conduct occurring on or after January 1, 2009;—~~
 - ~~(n) Claims made pursuant to Section 701.820 of the Code of Civil Procedure for the recovery of money pursuant to Section 26680; and~~
 - ~~(o) Claims made pursuant to Section 49013 of the Education Code for reimbursement of pupil fees for participation in educational activities. (Government Code 905, 911.2, 935)~~

5. ~~Claims for money or damages as authorized in Government Code 905 and not included in paragraph #1 or paragraph #2 above, including claims for damages to real property, shall be presented not later than one year after the accrual of the cause of action. (Government Code~~

Claims and Actions Against the District

905, 911.2)

~~Claims against the District shall further be subject to the provisions of Government Code 945.4 relating to the prohibition of suits in the absence of the presentation of claims and action thereon by the District.~~

~~Late Claims~~

~~Any person presenting a claim under item #1 or #2 above later than six months after the accrual of the cause of action shall present, along with the claim, an application to file a late claim. Such claim and application to file a late claim shall be filed not later than one year after the accrual of the cause of action. (Government Code 911.4)~~

~~If a claim under item #1 or #2 is filed late and is not accompanied by an application to file a late claim, the Governing Board or Superintendent (collectively referred to as the "Board") shall, within 45 days, give written notice that the claim was not filed timely and that it is being returned without further action.~~

~~The "Board" shall grant or deny the application to file a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the "Board" provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)~~

~~The "Board" shall grant the application to file a late claim under any one of the following circumstances: (Government Code 911.6)~~

- ~~1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect, and the district was not prejudiced in its defense of the claim by the failure to present the claim within the time limit.~~
- ~~2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.~~
- ~~3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason he/she failed to present the claim.~~
- ~~4. The person who sustained the alleged injury, damage or loss died before the expiration of the time specified for the presentation of the claim.~~

~~If the application to present a late claim is denied, the claimant shall be given notice in the form set forth in Government Code 911.3. (Government Code 911.3) If the "Board" does not take action on the application to file a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless such time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)~~

Claims and Actions Against the District**~~Delivery and Form of Claim~~ Receipt of Claims**

A claim, ~~any amendment thereto, or an application for leave to present a late claim~~ shall be deemed presented and received when delivered to the office of the Superintendent or to the ~~district office of his or her designee~~ or deposited in a post office, ~~sub-post office, substation, or mail chute or other like facility maintained by the U.S. Government in a sealed envelope properly addressed to the district office with postage paid.~~ mailbox, sub-post office, substation, mail chute, or other similar facility maintained by the U.S. government, in a sealed envelope properly addressed to the district office with postage paid, or when otherwise actually received in the district office or by the Board secretary or clerk. (Government Code 915, 915.2)

A claim may be submitted electronically in the manner specified by the Superintendent or designee. (Government Code 915, 915.2)

Claims must be submitted on the district claim form. The "Board" may return a claim not using the district's claim form. (Government Code 910.4). The required Claim Form is attached to this administrative regulation.

Upon receipt of a claim against the district pursuant to the Government Claims Act, the Superintendent or designee shall promptly provide written notice to the district's joint powers authority or insurance carrier in accordance with the applicable conditions of coverage.

Review of Contents of the Claim

The Superintendent or designee shall review any claim received to ensure that the claim contains all of the following information as specified in Government Code 910 and 910.2:

1. The name and post office address of the claimant
2. The post office address to which the person presenting the claim desires notices to be sent
3. The date, place, and other circumstances of the occurrence or transaction which gave rise to the claim asserted
4. A general description of the indebtedness, obligation, injury, damage, or loss incurred insofar as it may be known at the time of presentation of the claim
5. The name(s) of the district employee(s) causing the injury, damage, or loss, if known
6. The amount claimed if it totals less than \$10,000, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of the claim, together with the basis of computation of the amount claimed. If the

Claims and Actions Against the District

amount claimed exceeds \$10,000, the dollar amount shall not be included in the claim and the claimant shall indicate whether the claim is a limited civil case of \$25,000 or less.

7. The signature of the claimant or the person acting on the claimant's behalf**Notice of Claim Insufficiency**

The Superintendent or designee shall review any and all claims received for sufficiency of information.

~~If the claim is found insufficient or found not to satisfy the form requirements under Government Code 910.4, the "Board" may, within 20 days of receipt of the claim, either personally deliver or mail to the claimant, at the address stated in the claim form, a notice stating with particularity the defects or omission in the claim. (Government Code 910.8, 915.4)~~

If a claim is found insufficient or not to satisfy the form requirements under Government Codes 910 and 910.2, the Board or its designee shall, within 20 days of receipt of the claim, provide a notice in the manner specified in Government Code 915.4 that states the particular defects or omission in the claim. (Government Code 910.8, 915.4)

If such a notice is delivered or sent to the claimant, the "Board" shall not act upon the claim until at least 15 days after such notice is given. (Government Code 910.8)

Amendments to Claim

~~Claims may be amended within the time limits provided under the section entitled "Time Limitations" above or prior to final action by the "Board," whichever is later, if the claim, as amended, relates to the same transaction or occurrence that gave rise to the original claim. (Government Code 910.6)~~

Within the time limits provided in the section "Time Limitations" above or prior to final action by the Board, whichever is later, a claim may be amended if, as amended, it relates to the same transaction or occurrence which gave rise to the original claim. (Government Code 910.6)

Late Claims

When a claim that is required to be presented not later than six months after the accrual of the cause of action, as specified in the section "Time Limitations" above, is not presented within that time, an application to present a late claim may be presented to the Board, in the manner specified in Government Code 915 and 915.2, within a reasonable time not to exceed one year after the accrual of the cause of action. The application shall include the proposed claim and shall state the reason for the delay in presenting the claim. (Government Code 911.4, 915, 915.2)

If the claim is presented late and is not accompanied by an application to present a late claim, the Board or its designee may, within 45 days, give written notice that the claim

Claims and Actions Against the District

was not presented timely and that it is being returned without further action. (Government Code 911.3)

The Board shall grant or deny the application to present a late claim within 45 days after it is presented. This 45-day period may be extended by written agreement of the claimant and the Board provided that such agreement is made before the expiration of the 45-day period. (Government Code 911.6)

The Board shall grant the application to present a late claim where one or more of the following conditions are applicable: (Government Code 911.6)

1. The failure to present the claim was through mistake, inadvertence, surprise, or excusable neglect and the district was not prejudiced in its defense regarding the claim by the claimant's failure to present the claim within the time limit.
2. The person who sustained the alleged injury, damage, or loss was a minor during all of the time specified for presentation of the claim.
3. The person who sustained the alleged injury, damage, or loss was physically or mentally incapacitated during all of the time specified for presentation of the claim and the disability was the reason the person failed to present the claim.
4. The person who sustained the alleged injury, damage, or loss died before the expiration of the time specified for the presentation of the claim.

If the application to present a late claim is denied, the claimant shall be given notice in substantially the same form as set forth in Government Code 911.8 and in the manner specified in Government Code 915.4. (Government Code 911.8, 915.4)

If the Board does not take action on the application to present a late claim within 45 days, the application shall be deemed to have been denied on the 45th day unless the time period has been extended, in which case it shall be denied on the last day of the period specified in the extension agreement. (Government Code 911.6)

Action on Claim

~~Within 45 days after the presentation or amendment of a claim, the "Board" may take action on the claim. This time limit may be extended by written agreement before the expiration of the 45-day period or before legal action is commenced or barred by legal limitations. (Government Code 912.4)~~

Within 45 days after the presentation or amendment of a claim, the Board shall take action on the claim. This time limit may be extended by written agreement between the district and the claimant before the expiration of the 45-day period. If the 45-day period has expired, the time limit may be extended if legal action has not commenced or been barred by legal limitations. (Government Code 912.4)

Claims and Actions Against the District

The “Board” may act on the claim in one of the following ways: (Government Code 912.6)

1. If the “Board” finds that the claim is not a proper claim against the district or its employees, the claim shall be rejected.
2. If the “Board” finds that the claim is a proper claim against the district and is for an amount justly due, the claim shall be allowed.
3. If the “Board” finds that the claim is a proper claim against the district but is for an amount greater than is justly due, the “Board” shall either reject the claim or allow it in the amount justly due and reject it as to the balance.
4. If legal liability of the district or the amount justly due is disputed, the “Board” may reject or compromise the claim.

5. If the Board takes no action on the claim, the claim shall be deemed rejected.

If the “Board” allows the claim in whole or in part or compromises the claim and the claimant accepts the amount allowed or offered to settle the claim, the “Board” may require the claimant to accept it in settlement of the entire claim. (Government Code 912.6)

The Superintendent or designee shall transmit to the claimant written notice of the action taken or inaction which is deemed rejection. The notice shall be in the form set forth in Government Code 913 and shall either be personally delivered or mailed to the address stated in the claim form. (Government Code 913, 915.4)

~~If no action is taken within the prescribed time limits, the claim shall be deemed to have been rejected. (Government Code 912.4, 945.6)~~

~~All claimants are encouraged to promptly seek the advice of an attorney so as to protect their legal rights with respect to any claim or potential claim.~~

Policy Reference Disclaimer:

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

Legal References:

<u>State</u>	<u>Description</u>
Code of Civil Procedure 340.1	Damages suffered as result of childhood sexual abuse
Ed. Code 35200	Liability for debts and contracts
Ed. Code 35202	Claims against districts; applicability of Government Code

Claims and Actions Against the District

Gov. Code 53051	Information filed with secretary of state and county clerk
Gov. Code 6500-6536	Joint powers agreements
Gov. Code 800	Cost in civil actions
Gov. Code 810-996.6	Government Claims Act
Pen. Code 72	Fraudulent claims

Management Resources**Description**

Court Decision	City of Stockton v. Superior Court (2007) 42 Cal. 4th 730
Court Decision	Connelly v. County of Fresno (2006) 146 Cal.App.4th 29
Court Decision	CSEA v. Azusa Unified School District (1984) 152 Cal.App.3d 580
Court Decision	CSEA v. South Orange Community College District (2004) 123 Cal.App.4th 574
Website	CSBA District and County Office of Education Legal Services
Website	California Secretary of State's Office



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: September 2, 2024
SUBJECT: **Adopt Updated Board Policy and Administrative Regulation 3514
Environmental Safety (First Reading)**

BACKGROUND: Existing Board Policy and Administrative Regulation related to Environmental Safety are no longer current due to recent to state and local environmental laws and requirements.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 3514 Environmental Safety to reflect recent changes to state and local environmental laws and requirements.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Updated Board Policy and Administrative Regulation 3514 Environmental Safety (First Reading).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: August 30, 2024
SUBJECT: **Adopt Updated Board Policy 3540 Transportation (First Reading)**

BACKGROUND: Existing Board Policies related to home-to-school transportation are no longer current due to recent changes to school transportation at the State and Federal level.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy 3540 Transportation to reflect updated laws and language pertaining to school transportation.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Updated Board Policy 3540 Transportation (First Reading).

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

TRANSPORTATION

~~The extent to which the district provides student transportation depends upon student needs and a continuing assessment of financial resources.~~

~~The Governing Board desires to:~~

- ~~1. Provide maximum safety for students between home and school and on-school sponsored trips.~~
- ~~2. Promote desirable student behavior and respect for traffic safety.~~
- ~~3. Provide assistance and transportation for handicapped students.~~
- ~~4. Provide transportation for field trips.~~
- ~~5. Provide a cost effective transportation system.~~
- ~~6. Equalize class size~~

The Governing Board desires to provide for the safe and efficient transportation of students to and from school as necessary to ensure student access to the educational program, promote regular attendance, and reduce tardiness. In determining the extent to which the district will provide transportation services, the Board shall weigh student and community needs against the cost of providing such services.

The Superintendent or designee shall recommend to the Board economical, environmentally sustainable, and appropriate means of providing transportation services. The district's transportation services may be provided by means of a joint powers agreement, a cooperative student transportation program, or a consortium, as permitted by law.

No student shall be required to be transported for any reason without the written permission of the student's parent/guardian, except in emergency situations involving illness or injury to the student pursuant to Education Code 35350 or the evacuation of students as necessary for their safety.

The Superintendent or designee shall develop a transportation plan in consultation with classified staff, teachers, school administrators, regional local transit authorities, local air pollution control districts and air quality management districts, parents/guardians, students, and other stakeholders. (Education Code 39800.1)

Transportation Plan

The transportation plan shall be presented to and adopted by the Board at an open meeting, with the opportunity for in-person and remote public comment, and shall be updated annually by April 1. (Education Code 39800.1)

TRANSPORTATION

The transportation plan shall include descriptions of the following: (Education Code 39800.1)

- 1. The transportation services offered to students**
- 2. How transportation services will be prioritized for low-income students, students in transitional kindergarten, kindergarten, and any of grades 1 to 6, inclusive**
- 3. The transportation services accessible to students with disabilities and homeless children and youth, as defined pursuant to the federal McKinney-Vento Homeless Assistance Act (42 USC 11301)**
- 4. How unduplicated students, as defined in Education Code 42238.02, will be able to access available home-to-school transportation at no cost**

Transportation Contracts

The Board may purchase, rent, or lease vehicles; contract with a common carrier or municipally owned transit system; contract with responsible private parties including the parent/guardian of the student being transported; and/or contract with the County Superintendent of Schools. (Education Code 35330, 39800, 39801)

In contracting for transportation services, the district shall comply with all applicable laws related to bids and contracts. (Education Code 39802-39803)

Expenses and Fees

The Board may charge a transportation fee to parents/guardians of transported students in accordance with Education Code 39807.5 and BP/AR 3250 - Transportation Fees.

Safety and Monitoring

The Superintendent or designee shall develop procedures to promote safety for students traveling on school buses.

The district may install a global positioning system (GPS) on school buses and/or student activity buses in order to enhance student safety and provide real-time location data to district and school administrators, and parents/guardians.

The Superintendent or designee shall ensure the qualifications of bus drivers and related staff employed by the district, provide for the maintenance and operation of

TRANSPORTATION

district-owned school buses and other equipment, and ensure adequate facilities for equipment storage and maintenance.

Legal Reference:

~~EDUCATION CODE~~

~~35330 Excursions and field trips~~
~~35350-35351 Authority to transport pupils~~
~~39800-39860 Transportation~~
~~41850-41854 Allowances for transportation~~

~~CODE OF REGULATIONS, TITLE 5~~

~~14100-14103 Use of school buses and school pupil activity buses~~

~~VEHICLE CODE~~

~~2807 School bus inspection~~
~~Arcadia Unified School Dist. v. State Dept. of Education, 91 Daily Journal D.A.R. 4939~~
~~Salazar et al v. Honig et al, 88 Daily Journal D.A.R. 5882~~
~~Arcadia Unified School Dist. v. State Dept. of Education and Salazar, 5 Cal. Rptr. 2d 545~~

Management Resources:

~~CDE MANAGEMENT ADVISORY~~

~~0500.92 Implementation of Special Education Transportation Apportionment (#92-02)~~
~~0619.92 Fees for Pupil Transportation (#92-05)~~

State	Description
13 CCR 2025	<u>Retrofitting of diesel school buses</u>
5 CCR 14100-14103	<u>Use of school buses and school pupil activity buses</u>
5 CCR 15240-15343	<u>Allowances for student transportation</u>
5 CCR 15253-15272	<u>District records related to transportation</u>
Ed. Code 35330	<u>Field trips and excursions; student fees</u>
Ed. Code 35350	<u>Authority to transport pupils</u>
Ed. Code 39800	<u>Powers of governing board to provide transportation to and from school</u>
Ed. Code 39800-39860	<u>Transportation services</u>
Ed. Code 39801	<u>Contract with County Superintendent of Schools to provide transportation</u>

TRANSPORTATION

State	Description
Ed. Code 39802-39803	<u>Bids and contracts for transportation services</u>
Ed. Code 39806	<u>Payments to parents in lieu of transportation</u>
Ed. Code 39807	<u>Food and lodging payments in lieu of transportation</u>
Ed. Code 39807.5	<u>Payment of transportation costs by parents</u>
Ed. Code 39808	<u>Transportation for private school students</u>
Ed. Code 41850-41851.1	<u>Allowances for transportation</u>
Ed. Code 41860-41862	<u>Supplemental allowances for transportation</u>
Ed. Code 42238.02	<u>Local Control Funding Formula</u>
Ed. Code 45125.1	<u>Criminal records summary; employees of contracting entity</u>
Ed. Code 52311	<u>Regional occupational centers; transportation</u>
Gov. Code 3540-3549.3	<u>Educational Employment Relations Act</u>
Pen. Code 637.7	<u>Electronic tracking devices</u>
Veh. Code 2807	<u>School bus inspection</u>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: September 10, 2024
SUBJECT: Adopt Updated Board Policy and Acknowledge New Administrative Regulation 5143 Insurance (First Reading)

BACKGROUND: Existing Board Policies and Administrative Regulations related to Business Services are no longer current due to recent changes at the state and federal levels.

RATIONALE: The Tracy Unified School District (TUSD) must review and revise the current Board Policy and add Administrative Regulation 5143 Insurance to reflect updated laws and language.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Updated Board Policy and Acknowledge New Administrative Regulation 5143 Insurance (First Reading).

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

INSURANCE

~~A group plan of pupil insurance shall be made available on a voluntary basis to every pupil registered in the day schools of the district from kindergarten through grade twelve. The specific plan, which will provide for the insurance agent's assuming all administrative processes, shall be approved by the governing board.~~

~~Accident insurance is required for all students who participate in interscholastic athletic programs.~~

The Governing Board believes that all students should have health and accident insurance protection to ensure that they receive needed healthcare services in the event of illness or injury.

The Superintendent or designee shall provide information to students and their parents/guardians about available insurance against injuries occurring during school-related activities, which may include printed matter furnished by the insurer or membership corporation. Parents/guardians shall not be required to enroll their children in insurance programs offered by the district.

Athletic Teams

Each student participating on a school athletic team shall have insurance protection in the amounts specified in law and administrative regulation for medical and hospital expenses resulting from accidental bodily injury. (Education Code 32221)

If a student does not have insurance protection or a reasonable equivalent of health benefits through other means, including, but not limited to, purchase by the student or his/her parent/guardian, the district shall offer a medical or hospital service or insurance program. (Education Code 32221)

The cost of the insurance protection shall be paid by the parent/guardian of an athletic team member or other persons on the student's behalf.

However, if the parent/guardian is financially unable to pay the costs, the costs shall be paid by the district and/or student body organization. (Education Code 32221)

Field Trips/Excursions

The district shall offer medical and/or hospital service or insurance protection for students injured while participating in any excursion or field trip under the jurisdiction of, sponsored by, or controlled by the district. (Education Code 35331)

Parents/guardians choosing to participate in the insurance program offered by the district shall pay the costs of the medical or hospital service or insurance protection.

Legal Reference:

49470-49474	District medical services and insurance
41760(d)	Insurance work experience programs
52530	Insurance for healing arts program students

<u>State</u>	<u>Description</u>
22 CCR 51050-51192	Definitions of Medi-Cal providers and services
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 32220-32224	Insurance for athletic teams
Ed. Code 33353.5	Interscholastic Federation; insurance program; non-
transaction of insurance	
Ed. Code 35331	Insurance for field trips and excursions
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in a language other than English
Ed. Code 49470-49474	District medical services and insurance
Ed. Code 51760	Insurance; work experience programs
Ed. Code 52530	Insurance for healing arts program students
Ins. Code 10493	Benefit and Relief Association

<u>Management Resources</u>	<u>Description</u>
Website	CSBA District and County Office of Education

<u>Legal Services</u>	<u>Description</u>
Website	CSBA, Medi-Cal Services Program
Website	Medi-Cal
Website	California Department of Insurance
Website	Centers for Medicare and Medicaid Services
Website	CSBA
Website	California Department of Health Care Services

TUSD Adopted: 6/9/98
TUSD Revised:

INSURANCE

Athletic Teams

"Members of a school athletic team" include: (Education Code 32220)

1. Members of any extramural athletic team engaged in athletic events on or outside school grounds
2. Members of school bands or orchestras, cheerleaders and their assistants, pompom girls, team managers and their assistants, and any student selected by the school or student body organization to directly assist in the conduct of the athletic event, including incidental activities, but only while such members are being transported by or under the sponsorship or arrangements of the district or the district's student body organization to or from a school or other place of instruction and the place at which the athletic event is being conducted

Insurance for members of school athletic teams shall provide coverage for injury arising while students are: (Education Code 32221)

1. Engaging in or preparing for an athletic event sponsored or arranged by the district or student body organization
2. Being transported by the school district, or under its sponsorship, to and from the school and place of the athletic event

Injuries arising while students are engaged in community recreational activities pursuant to Education Code 10900-10914.5 are excluded. (Education Code 32222)

The district shall offer for medical and hospital expenses resulting from accidental bodily injury a group or individual medical plan which is certified by the Insurance Commissioner to be equivalent to the required coverage of at least \$1,500. (Education Code 32221)

The district requires each student participating on a school athletic team to have insurance protection in the amount offered by the district. (Education Code 32221)

Prior to participating in athletic activities, each member of an athletic team shall provide proof of insurance coverage to the Superintendent or designee.

Offers of insurance coverage sent to athletic team members shall include the following statement printed in boldface type of prominent size: (Education Code 32221.5)

Under state law, school districts are required to ensure that all members of school athletic teams have accidental injury insurance that covers medical and hospital expenses. This insurance requirement can be met by the school district offering insurance or other health benefits that cover medical and hospital expenses.

Some students may qualify to enroll in no-cost or low-cost local, state, or federally-sponsored health insurance programs. Information about these programs may be obtained by calling (800)541-5555.

The above statement shall also be included into any other letters or printed materials, in boldface type of prominent size, that contain the name and/or logo of the district and are sent to members of school athletic teams to inform them of the provisions of Education Code 32220-32224 or any other state law regarding the provision of insurance protection. (Education Code 32221.5)

Policy Reference Disclaimer:

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

Legal References:

<u>State</u>	<u>Description</u>
22 CCR 51050-51192	Definitions of Medi-Cal providers and services
Ed. Code 10900-10914.5	Community recreation programs
Ed. Code 32220-32224	Insurance for athletic teams
Ed. Code 33353.5	Interscholastic federation; insurance program; non-transaction of insurance
Ed. Code 35331	Insurance for field trips and excursions
Ed. Code 48980	Parent/Guardian notifications
Ed. Code 48985	Notices to parents in language other than English
Ed. Code 49470-49474	District medical services and insurance
Ed. Code 51760	Insurance; work experience programs
Ed. Code 52530	Insurance for healing arts program students
Ins. Code 10493	Benefit and relief association
<u>Management Resources</u>	<u>Description</u>
Website	CSBA District and County Office of Education Legal Services
Website	CSBA, Medi-Cal Services Program
Website	Medi-Cal
Website	California Department of Insurance
Website	Centers for Medicare and Medicaid Services
Website	CSBA
Website	California Department of Health Care Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: September 13, 2024
SUBJECT: Accept the American Modular Systems Proposal for Transitional Kindergarten (TK) Classrooms under the Incorporating Piggyback Contract Agreement

BACKGROUND: On April 9th of 2019, the Board adopted Resolution No. 18-18 with the intent to further expand its facilities to best service and meet the needs of the Transitional Kindergarten (TK) student's population within the district. To meet the projected growth of the incoming student population, current facilities would need to expand to provide classrooms to the program. In forward planning to mitigate the impacts of growth and to further facilitate the process of obtaining classroom building the Board adopted Resolution No. 24.06, which enables the district to purchase modular buildings through a Piggy-Back Purchase-Contract.

RATIONALE: Based on the continued growth and expansion of these services at the following sites the district has determined that use of the Piggyback Contract continues to reduce the costs of procurement for modular building needs and expedites the process for occupancy and use of the buildings. District staff has researched the costs and terms of the Piggyback Contract and believes that the prices of the Equipment under the Piggyback Contract are reasonable, and it would be in the best interests of the district to continue the utilization of the Piggyback Contract to purchase the additional modular classrooms needed to maintain and expand the services for the students and staff at the following sites;

Site (7)	Building (12)	Cost
Bohn School	(2) 36'x40	\$ 774,560.00
Freiler School	(1) 36'x40	\$ 365,710.00
Hirsch School	(2) 36'x40	\$ 774,560.00
Jacobson School	(2) 36'x40	\$ 774,560.00
Kelly School	(2) 36'x40	\$ 774,560.00
Poet School	(2) 36'x40	\$ 774,560.00
Villalovoz School	(1) 36'x40	\$ 365,710.00

\$ 4,604,220.00

IMPACT: \$4,604,220.00

FUNDING: Fund 25- Mitigation/Developer Fees

RECOMMENDATIONS: Accept the American Modular Systems Proposal for Transitional Kindergarten (TK) Classrooms under the Incorporating Piggyback Contract Agreement.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Jaime Quintana, Director of Facilities & Planning
DATE: September 13, 2024
SUBJECT: Adopt Resolution No. 24-06 to Accept Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE)

BACKGROUND: On or about May 20, 2024, the district filed an application with the California Energy Commission under the CalSHAPE Ventilation Program Commission. The program in part provides grants to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air conditioning systems. The use of the grants will provide funds for assessment & maintenance, filter, and monitoring the funding will subsequently provide Tracy Unified School District the opportunity to enter vendor contracts for services and upgrades through a Guaranteed Maximum Price ("GMP") contract.

RATIONALE: Based on the current amount of the determined grant funding provided through the CalSHAPE Ventilation Program. The Tracy Unified School District would be able to provide the assessment & maintenance, filter(s), and monitoring services at following nineteen (19) school sites;

Tracy Joint Unified 39754990000000	Total Number of Sites 19
Site Name	CDS Code
George and Evelyn Stein Continuation	39754990114140
Duncan-Russell Community Day	39754993930393
Duncan-Russell Continuation	39754993937976
Tracy High	39754993938008
Central Elementary	39754996042832
North Elementary	39754996042865
South/West Park Elementary	39754996042881
Melville S. Jacobson Elementary	39754996107973
Art Freiler	39754996118699
George Kelly Elementary	39754990108357
John C. Kimball High	39754990119040
Merrill F. West High	39754993930302
Monte Vista Middle	39754996042840
McKinley Elementary	39754996042857
Louis J. Villalovoz Elementary	39754996106488
Gladys Post-Christian Elementary	39754996108997
Earle E. Williams Middle	39754996109003
Louis A. Bohn Elementary	39754996110530
Wanda Hirsch Elementary	39754996114490

FUNDING: CalSHAPE Ventilation Program Award \$2,528,040.00

RECOMMENDATIONS: Adopt Resolution No. 24-06 to Accept Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE).

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

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

RESOLUTION NO. 24-06

Resolution of

Tracy Joint Unified

Name of Local Educational Agency

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

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

Governing Body

authorizes Tracy Joint Unified to apply for a

LEA Name

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

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

Governing Body

the grant is (Please select one)

☒ not a project because the work involves equipment assessments only,

and does not involve construction, alterations, moving walls, or disturbing the ground in any way.

OR

☐ a project that is exempt under _____ because

OR

☐ a project and _____ document was prepared.

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

Governing Body

LEA Name

to accept a grant up to \$ 2,528,040.00 and accept all grant agreement

Grant Amount Requested

terms and conditions.

BE IT FURTHER RESOLVED, that Steve Abercrombie,
Name of Designated LEA Official or Staff
Lynn Dell Hawkins, and _____,
Name of Designated LEA Official or Staff *Name of Designated LEA Official or Staff*
are hereby authorized and empowered to execute in the name of
Tracy Joint Unified all necessary documents to implement and
LEA Name

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

Passed, Approved and Adopted this 24 day of September, 2024.
Month *Year*

Governing Body Representatives:

Board of Trustees, Steve Abercrombie

Board of Trustees, Lynn Dell Hawkins



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 6, 2024
RE: Approve a Declaration for a Provisional Internship Permit

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

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

FUNDING: 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 has decided to employ the following teachers under a Provisional Internship Permit. During the permit's validity period, they will receive orientation, guidance, and support. Additionally, they will get help with meeting subject matter, as needed. Upon meeting the credential program's prerequisite requirements, including meeting subject matter competency, teachers will be eligible to join an internship program.

Lane Johnson, South/West Park Elementary, Multiple Subjects

Brenda Lopez Romo, Art Freiler School, Multiple Subjects

Shahira Usufy, Bohn Elementary, Special Education

Veronica Ringleb, McKinley Elementary School, Multiple Subjects

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____