

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
October 22, 2024

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

TUSD board meetings are held in person.

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

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

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| | 3.1 Administrative & Business Services: None. | |
| | 3.2 Educational Services: | |
| | 3.2.1 Finding of Facts: 24/25#09, 24/25#11, 24/25#12, 24/25#13, 24/25#14, 24/25#15, 24/25#16, 24/25#17, 24/25#18, 24/25#19 Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.2 Reinstatements: AR#24-25/#09 Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.3 Board Waiver: WMS#10352821 Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.4 Early Graduation: TISCS #10331851, TISCS #10323411, TISCS #1036334, TISCS #10360201, TISCS #10355328, TISCS #10326490 Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Paid Leave of Absence for Certificated Employee #UC-1388 Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.2 Consider Non-renewal of Coach Contracts for Employee #UCL-501 Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.3 Consider Unpaid Leave of Absence for Classified Employee #UCL-502 Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.4** Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 3.3.5** Conference with Labor Negotiators
Government Code §54957.6
Agency Negotiator: Tammy Jalique, Associate Superintendent of
Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a** Action Taken on Finding of Facts: 24/25#09, 24/25#11, 24/25#12, 24/25#13,
3.2.1 24/25#14, 24/25#15, 24/25#16, 24/25#17, 24/25#18, 24/25#19
Action: Motion___; Second ___. **Vote:** Yes ___; No ___; Absent___; Abstain ___
- 6b** Report Out of Action Taken on Reinstatements: AR#24-25/#09
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
- 6c** Report Out of Action Taken on Board Waivers: WMS#10352821
3.2.3
Action: **Vote:** Yes ___; No ___; Absent___; Abstain ___
- 6d** Report Out of Action Taken on Early Graduation: TISC'S #10331851, TISC'S
3.2.4 #10323411, TISC'S #1036334, TISC'S #10360201, TISC'S #10355328, TISC'S
#10326490
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
- 6e** Report Out of Action Taken on Consider Paid Leave of Absence for Certificated
3.3.1 Employee #UC-1388
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
- 6f** Report Out of Action Taken on Consider Non-renewal of Coach Contracts for
3.3.2 Employee #UCL-501
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
- 6g** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.3 Employee #UCL- 502
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

7. Approve Regular Minutes of September 24, 2024

1-5

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 South West Park Elementary School

9.2 Poet Christian Elementary School

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

10.1 Administrative & Business Services: None.

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 13.1.1 | Approve Accounts Payable Warrants (August 2024) (Separate Cover) | 6 |
| 13.1.2 | Approve Payroll Reports (August 2024) | 7-11 |
| 13.1.3 | Approve Revolving Cash Fund Reports (August 2024) | 12-14 |
| 13.1.4 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 15-17 |
| 13.1.5 | 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 | 18-19 |

13.2 Educational Services:

- | | | |
|---------------|---|--------------|
| 13.2.1 | Approve Agreement for Contract Services Between Xello College and Career Software Program and Duncan Russell Community Day School for the 2024-2025 School Year | 20-23 |
| 13.2.2 | Approve and/or Ratify Routine Agreements Which Meet the Criteria for Placement on the Consent Agenda | 24-25 |
| 13.2.3 | Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2024-2025 School Year (Separate Cover) | 26-27 |
| 13.2.4 | Approve Agreement for Contract Services between IXL Learning and George Kelly Elementary School to Provide IXL Learning Site license in ELA for the 2024-2025 School Year | 28-31 |
| 13.2.5 | Approve Agreement for Special Contract Services with Tracy Police Department for the 2024-2025 School Year | 32-35 |
| 13.2.6 | Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 24-27, 2024 | 36 |
| 13.2.7 | Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on May 1 st - 4 th , 2025 | 37 |
| 13.2.8 | Approve Agreement for Contract Services Between Xello College and Career Software Program and George & Evelyn Stein High School for the 2024-2025 School Year | 38-41 |

| | | |
|----------------|---|--------------|
| 13.2.9 | Ratify and Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Stein High School and Duncan Russell Community Day School for the 2024-2025 School Year | 42-45 |
| 13.2.10 | Ratify Agreement for Special Contract Services with Blankenship ABA Consulting for an Independent Education Evaluation (IEE) Assessment for the 2024-2025 School Year | 46-49 |
| 13.2.11 | Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert | 50-55 |
| 13.2.12 | Approve Agreement for Licensing for Magic School AI Platform at Williams Middle School for the 2024-2025 School Year | 56-58 |
| 13.2.13 | Ratify Agreement for Contract Services with Kriya Lendzion Substance Use Education for the 2024-2025 School Year | 59-62 |

13.3 Human Resources:

| | | |
|---------------|--|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 63-64 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 65-69 |
| 13.3.3 | Approve Student Teacher Agreement with Humphreys University | 71-75 |

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 (Second Reading) | 76-86 |
| Action: | Motion___; Second___. Vote: Yes __; No __; Absent __; Abstain__. | |
| 14.1.2 | Adopt Updated Board Policy and Administrative Regulation 3514 Environmental Safety (Second Reading) (Separate Cover) | 87 |
| Action: | Motion___; Second___. Vote: Yes __; No __; Absent __; Abstain__. | |
| 14.1.3 | Adopt Updated Board Policy 3540 Transportation (Second Reading) | 88-92 |
| Action: | Motion___; Second___. Vote: Yes __; No __; Absent __; Abstain__. | |
| 14.1.4 | Adopt Updated Board Policy and Acknowledge New Administrative Regulation 5143 Insurance (Second Reading) | 93-97 |
| Action: | Motion___; Second___. Vote: Yes __; No __; Absent __; Abstain__. | |
| 14.1.5 | Approve the Agreement for Architectural Services for Various Projects with Studio W Architects (Separate Cover) | 98 |
| Action: | Motion___; Second___. Vote: Yes __; No __; Absent __; Abstain__. | |

14.2 Educational Services:

| | | |
|----------------|--|---------------|
| 14.2.1 | Adopt Resolution No. 24-07 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2025-2026 School Year and to Authorize Designated Personnel to Sign Contract Documents | 99-110 |
| Action: | Motion___; Second___. Vote: Yes __; No __; Absent __; Abstain__. | |

- 14.2.2 Approve Revised School Site Plan and Budget for George Kelly School for the Remainder of the 2024-2025 School Year (Separate Cover) III 111

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

14.3 Human Resources:

- 14.3.1 Approve a Variable Term Waiver - Certificate of Completion of Staff Development (SDAIE) III-114-115

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 November 12, 2024

17.2 December 17, 2024

17.3 January 14, 2025

17.4 January 28, 2025

18. Upcoming Events:

18.1 November 11, 2024

No School, Veteran's Day

18.2 November 25-29, 2024

No School, Thanksgiving Break

18.3 December 23 - January 3, 2025

No School, Winter Break

18.4 January 20, 2025

No School, Martin Luther King's Birthday

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, September 24, 2024**

- 6:40 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox
Staff: R. Pecot, T. Salinas, T. Jalique, Z. Boswell, S. Smith
- 7:01 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a Action Taken on Finding of Facts: 24/25#07, 24/25#08
3.2.1
Action: Finding of Fact 24/25#08 Pulled. Approved 24/25#07. Hoffert, Fagin.
Vote: Yes-7; No-0; Absent-0.
- 6b Report Out of Action Taken on Reinstatements: AR#24-25/#08
3.2.2
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6c Report Out of Action Taken on Board Waivers: KHS#10358887
3.2.3
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6d Report Out of Action Taken on Early Graduation: KHS#10362405
3.2.4
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6e Report Out of Action Taken on PE Exemptions: THS#10333707
3.2.5
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6f Report Out of Action Taken on Approve Funding for Confidential Settlement Agreement
3.2.6
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6g Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Certificated Employee #UC-1387
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6h Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-500 Para Educator I
Action: Agenda pulled, no vote taken.
- Minutes:** 7. Approve Special Minutes of September 12, 2024.
Action: Silcox, Fagin. **Vote:** Yes-5; No-0; Absent-0; Abstain-2 (Hawkins & Hoffert).
- Audience:** Kaleigh Felisberto, Stephanie Olsen, April Jacobs, Monica Peralta

**Student Rep
Reports:**

8.1 West High: Kayla Molino and Vincent Cosme filled in this evening for the WHS student report. In sports, the cross country boys and girls teams have been doing great. ASB recently held a Good Samaritan fundraiser, Trustee Abercrombie was thanked for all his help. Tomorrow is West High's homecoming night rally. The theme is 'Nintendo'. Everyone is invited to attend tomorrow at 8:45 pm. Tonight they are excited for the Powder Puff game. Friday, West will hold their first homecoming festival called Pack Fest. They are excited and know all of the preparations will be worth it.

Alternative Education: Brooke Dunn shared that Stein students have a lot going on, working on their college career projects, learning about cosmetology and about the Bill of Rights. In science, they have made ice cream to study the chemical reactions. Stein hosted a volleyball tournament earlier in the month where they won every game! Another tournament is scheduled for October 4th in Merced. They recently held their first spirit week of the school year. Today the Army hosted a lunch presentation for the students that are preparing for upcoming ASVAB testing.

Tracy High: Dayson Balsano reported that the back-to-school rally went very well. Their homecoming theme this year is 'the teenage dream' with movies based on the time of a high schooler's life. Each class will represent a type of teenage movie. The classes are excited and look forward to spirit days and the other festivities. Friday, October 4th will be Tracy High's homecoming parade downtown. THS flag football team has been doing great this year. They have won both JV and varsity games. Seniors have been participating in a mock election, preparing for the upcoming elections in November. Counselors have been actively reminding students to sign up and prepare for the PSAT's and SAT's.

Kimball High: Kylie Woodall filled in this evening for the KHS student report. Kimball is hosting the PSAT's and have been preparing for the academic decathlon. A new addition to their curriculum is a DARE program for 9th grade students run by Trustee Abercrombie. They are grateful for this new opportunity on their campus. Counselors are providing scholarship opportunities and are holding a college and career fair September 30th. Sports are going very well but the girls flag football needs more support; please show up to support them tomorrow in their game against West High. Math club and Mock Trial are preparing to compete. This year's homecoming theme is 'Horror Movies'. Kimball is holding a costume drive to donate Halloween costumes to children at the McHenry House.

**Recognition &
Presentations:**

9.1 Central Elementary School Principal April Jacobs presented along with Assistant Principal, Monica Peralta. They are excited to share key updates to their program. With the help of the Community Schools Grant, Central has been able to increase their relationship with the FACES counselors. Central is in year two of the SDC autism program with 4 classes on campus. The Picture Exchange Communication System (PECS) allows non-verbal students the ability to communicate, further fostering engagement in the learning environment. They are happy to incorporate the PIQE program and the Latino family literacy project to continue with parent engagement. The wildcat Den is where reading and math intervention takes place run by Ms. Christine which includes both before and after school tutoring.

| | | |
|---------------------------------|--------|---|
| Information & Discussion Items: | 10.1 | Administrative & Business Services: None. |
| Hearing of Delegations | 11. | None. |
| Public Hearing: | 12.1 | Administrative & Business Services: None. |
| Consent Items: | 13. | Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action: Fagin, Kahlon. Vote: Yes-7; No-0; Absent-0. |
| | 13.1 | Administrative & Business Services: |
| | 13.1.1 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda |
| | 13.1.2 | Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year |
| | 13.1.3 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District |
| | 13.1.4 | Approve 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 |
| | 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 |
| | 13.2.2 | Approve Agreement for Special Contract Services Provided by Concerned Parent Alliance, Inc |
| | 13.2.3 | Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary for the 2024-2025 School Year |
| | 13.2.4 | Approve Agreement for Special Contract Services with Demco - The Book Doctor for Professional Development for Library Staff on October 15, 2024 |
| | 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 |
| | 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 |
| | 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 |
| | 13.2.8 | Receive Update on Quarterly Williams Complaint Report for the Quarter Ending October 15, 2024 |

- 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
- 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
- 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
- 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
- 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
- 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
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve Paid Teacher Intern Agreement with Santa Clara University

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)
Action: Silcox, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.2 Adopt Updated Board Policy and Administrative Regulation 3514 Environmental Safety (First Reading) (Separate Cover)
Action: Kahlon, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.3 Adopt Updated Board Policy 3540 Transportation (First Reading)
Action: Hawkins, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.4 Approve Updated Board Policy and Acknowledge New Administrative Regulation 5143 Insurance (First Reading)
Action: Alexander, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.1.5 Accept the American Modular Systems Proposal for Transitional Kindergarten (TK) Classrooms under the Incorporating Piggyback Contract Agreement (Separate Cover)
Action: Kahlon, Fagin. **Vote:** Yes-7; No-0; Absent-0.
- 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)
Action: Kahlon, Alexander. **Vote:** Yes-7; No-0; Absent-0.
- 14.2 **Educational Services:** None.

14.3 Human Resources:

14.3.1 Approve a Declaration for a Provisional Internship Permit

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

Board Reports:

Trustee Kahlon thanked everyone for attending this evening. Central has done a great job expanding their wild cat family. LULAC will be held October 25th. she encourages all students to register for the great workshops they have to offer. Trustee Hoffert congratulated the students for all their hard work leading up to homecoming; he looks forward to attending. Trustee Fagin attended the Tracy High flag football game Wednesday night. The game was really good, there were some swift moves out there on the field. He also thanked Central for the fantastic job they are doing. Trustee Alexander enjoyed hearing the reports and being kept up to date of what is going on at all the schools. She will be driving in the Tracy High homecoming parade on October 4th. She also attended Tracy Connects last Saturday, they had a great turnout. Trustee Hawkins suggested for anyone that is not aware of LULAC to check out their website. It is a great program for the students. He also thanked the student reps and the Central administrators for this evening's reports. Trustee Silcox passed on comment. Trustee Abercrombie thanked the individuals who had purchased raffle tickets; \$13,000 was raised for TUSD high schools.

**Superintendent
Report:**

Dr. Pecot passed on comment.

Adjourn: 7:29 P.M.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 25, 2024
SUBJECT: Approve Accounts Payable Warrants (August 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (August 2024).

Prepared by: Lori Nelson, Director of Financial Services.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 25, 2024
SUBJECT: Approve Payroll Reports (August 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (August 2024).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 08/09/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

| Fund | 01 | SACS Object | Amount | |
|------|----|----------------------------|-------------------|-------------------------------|
| | | 1100 | 384,317.98 | Teachers' Salaries |
| | | 1200 | 9,827.91 | |
| | | 1300 | 57,091.60 | Cert Suprvrs' & Admins' Sal |
| | | 1900 | 2,687.04 | |
| | | 2100 | 95,875.14 | Instructional Aides' Salaries |
| | | 2200 | 111,650.21 | Classified Support Salaries |
| | | 2300 | 1,393.20 | |
| | | 2400 | 24,830.78 | Clerical & Office Salaries |
| | | 2900 | 11,144.68 | Other Classified Salaries |
| | | Total Labor | 698,818.54 | |
| Fund | 01 | SACS Object | Amount | |
| | | 3101 | 76,733.77 | STRS On 1000 Salaries |
| | | 3102 | 215.83 | STRS On 2000 Salaries |
| | | 3201 | 519.17 | PERS On 1000 Salaries |
| | | 3202 | 32,801.32 | PERS On 2000 Salaries |
| | | 3301 | 8,743.99 | |
| | | 3302 | 17,330.66 | |
| | | 3501 | 227.30 | State Unemploy On 1000 Salary |
| | | 3502 | 122.33 | State Unemploy On 2000 Salary |
| | | 3601 | 7,560.45 | Worker'S Comp Ins On 1000 Sal |
| | | 3602 | 4,078.96 | Worker'S Comp Ins On 2000 Sal |
| | | Total Contributions | 148,333.78 | |
| Fund | 09 | SACS Object | Amount | |
| | | 1100 | 23,520.00 | Teachers' Salaries |
| | | 1200 | 4,914.00 | |
| | | 1300 | 7,699.92 | Cert Suprvrs' & Admins' Sal |
| | | 2100 | 816.55 | Instructional Aides' Salaries |
| | | 2400 | 103.29 | Clerical & Office Salaries |
| | | Total Labor | 37,053.76 | |
| Fund | 09 | SACS Object | Amount | |
| | | 3101 | 6,901.57 | STRS On 1000 Salaries |
| | | 3202 | 248.82 | PERS On 2000 Salaries |
| | | 3301 | 523.94 | |
| | | 3302 | 70.37 | |
| | | 3501 | 18.07 | State Unemploy On 1000 Salary |
| | | 3502 | 0.46 | State Unemploy On 2000 Salary |
| | | 3601 | 601.83 | Worker'S Comp Ins On 1000 Sal |
| | | 3602 | 15.32 | Worker'S Comp Ins On 2000 Sal |
| | | Total Contributions | 8,380.38 | |
| Fund | 11 | SACS Object | Amount | |
| | | 1100 | 2,227.20 | Teachers' Salaries |
| | | 2100 | 1,016.59 | Instructional Aides' Salaries |
| | | 2400 | 837.73 | Clerical & Office Salaries |
| | | Total Labor | 4,081.52 | |
| Fund | 11 | SACS Object | Amount | |
| | | 3101 | 425.40 | STRS On 1000 Salaries |
| | | 3202 | 110.54 | PERS On 2000 Salaries |
| | | 3301 | 32.30 | |
| | | 3302 | 141.86 | |
| | | 3501 | 1.11 | State Unemploy On 1000 Salary |
| | | 3502 | 0.92 | State Unemploy On 2000 Salary |
| | | 3601 | 37.10 | Worker'S Comp Ins On 1000 Sal |
| | | 3602 | 30.89 | Worker'S Comp Ins On 2000 Sal |
| | | Total Contributions | 780.12 | |

| | | | |
|---------|----------------------------|------------------|-------------------------------|
| Fund 12 | SACS Object | Amount | |
| | 2100 | 1,435.09 | Instructional Aides' Salaries |
| | 2400 | 1,388.52 | Clerical & Office Salaries |
| | Total Labor | 2,823.61 | |
| Fund 12 | SACS Object | Amount | |
| | 3202 | 254.21 | PERS On 2000 Salaries |
| | 3302 | 197.17 | |
| | 3502 | 1.40 | State Unemploy On 2000 Salary |
| | 3602 | 47.04 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 499.82 | |
| Fund 13 | SACS Object | Amount | |
| | 2200 | 54,312.91 | Classified Support Salaries |
| | Total Labor | 54,312.91 | |
| Fund 13 | SACS Object | Amount | |
| | 3202 | 3,849.66 | PERS On 2000 Salaries |
| | 3302 | 4,048.30 | |
| | 3502 | 27.13 | State Unemploy On 2000 Salary |
| | 3602 | 904.64 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 8,829.73 | |

Pay Date 08/30/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE

| Fund | 01 | SACS Object | Amount | |
|------|----|----------------------------|----------------------|-------------------------------|
| | | 1100 | 5,652,791.69 | Teachers' Salaries |
| | | 1200 | 703,206.51 | Cert Pupil Support Salaries |
| | | 1300 | 716,855.83 | Cert Suprvrs' & Admins' Sal |
| | | 1900 | 183,174.82 | Other Certificated Salaries |
| | | 2100 | 723,155.83 | Instructional Aides' Salaries |
| | | 2200 | 1,178,986.45 | Classified Support Salaries |
| | | 2300 | 293,692.79 | Class Suprvrs' & Admins' Sal |
| | | 2400 | 628,918.48 | Clerical & Office Salaries |
| | | 2900 | 50,882.28 | Other Classified Salaries |
| | | Total Labor | 10,131,664.68 | |
| Fund | 01 | SACS Object | Amount | |
| | | 3101 | 1,313,919.50 | STRS On 1000 Salaries |
| | | 3102 | 13,391.70 | STRS On 2000 Salaries |
| | | 3201 | 75,621.39 | PERS On 1000 Salaries |
| | | 3202 | 745,151.55 | PERS On 2000 Salaries |
| | | 3301 | 116,092.85 | |
| | | 3302 | 209,272.99 | |
| | | 3401 | 619,810.15 | |
| | | 3402 | 341,366.82 | |
| | | 3501 | 3,628.22 | State Unemploy On 1000 Salary |
| | | 3502 | 1,436.61 | State Unemploy On 2000 Salary |
| | | 3601 | 120,856.66 | Worker'S Comp Ins On 1000 Sal |
| | | 3602 | 47,896.44 | Worker'S Comp Ins On 2000 Sal |
| | | 3701 | 65,249.43 | |
| | | 3702 | 26,620.71 | |
| | | 3901 | 164.36 | |
| | | Total Contributions | 3,700,479.38 | |
| Fund | 09 | SACS Object | Amount | |
| | | 1100 | 173,356.91 | Teachers' Salaries |
| | | 1200 | 11,798.12 | Cert Pupil Support Salaries |
| | | 1300 | 11,233.18 | Cert Suprvrs' & Admins' Sal |
| | | 2400 | 14,046.43 | Clerical & Office Salaries |
| | | Total Labor | 210,434.64 | |
| Fund | 09 | SACS Object | Amount | |
| | | 3101 | 37,632.12 | STRS On 1000 Salaries |
| | | 3202 | 3,799.55 | PERS On 2000 Salaries |
| | | 3301 | 2,681.13 | |
| | | 3302 | 1,051.49 | |
| | | 3401 | 15,136.38 | |
| | | 3402 | 1,607.89 | |
| | | 3501 | 98.22 | State Unemploy On 1000 Salary |
| | | 3502 | 7.02 | State Unemploy On 2000 Salary |
| | | 3601 | 3,271.04 | Worker'S Comp Ins On 1000 Sal |
| | | 3602 | 233.96 | Worker'S Comp Ins On 2000 Sal |
| | | Total Contributions | 65,518.80 | |
| Fund | 11 | SACS Object | Amount | |
| | | 1100 | 27,922.34 | Teachers' Salaries |
| | | 1200 | 9,399.14 | Cert Pupil Support Salaries |
| | | 1300 | 13,059.82 | Cert Suprvrs' & Admins' Sal |

| | | | |
|----------------|----------------------------|-------------------|-------------------------------|
| | 2100 | 4,956.82 | Instructional Aides' Salaries |
| | 2400 | 10,576.76 | Clerical & Office Salaries |
| | Total Labor | 65,914.88 | |
| Fund 11 | SACS Object | Amount | |
| | 3101 | 9,622.83 | STRS On 1000 Salaries |
| | 3202 | 4,201.82 | PERS On 2000 Salaries |
| | 3301 | 697.73 | |
| | 3302 | 1,150.28 | |
| | 3401 | 3,634.52 | |
| | 3402 | 2,001.01 | |
| | 3501 | 25.19 | State Unemploy On 1000 Salary |
| | 3502 | 7.75 | State Unemploy On 2000 Salary |
| | 3601 | 839.17 | Worker'S Comp Ins On 1000 Sal |
| | 3602 | 258.72 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 22,439.02 | |
| Fund 12 | SACS Object | Amount | |
| | 2100 | 43,458.04 | Instructional Aides' Salaries |
| | 2300 | 3,051.41 | Class Suprvsrs' & Admins' Sal |
| | 2400 | 2,619.43 | Clerical & Office Salaries |
| | Total Labor | 49,128.88 | |
| Fund 12 | SACS Object | Amount | |
| | 3102 | 599.90 | STRS On 2000 Salaries |
| | 3202 | 10,179.79 | PERS On 2000 Salaries |
| | 3302 | 3,224.85 | |
| | 3402 | 2,681.80 | |
| | 3502 | 24.56 | State Unemploy On 2000 Salary |
| | 3602 | 818.31 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 17,529.21 | |
| Fund 13 | SACS Object | Amount | |
| | 2200 | 199,695.77 | Classified Support Salaries |
| | 2300 | 49,819.65 | Class Suprvsrs' & Admins' Sal |
| | 2400 | 19,670.82 | Clerical & Office Salaries |
| | Total Labor | 269,186.24 | |
| Fund 13 | SACS Object | Amount | |
| | 3202 | 66,406.52 | PERS On 2000 Salaries |
| | 3302 | 19,575.25 | |
| | 3402 | 20,518.65 | |
| | 3502 | 134.59 | State Unemploy On 2000 Salary |
| | 3602 | 4,483.57 | Worker'S Comp Ins On 2000 Sal |
| | Total Contributions | 111,118.58 | |



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 25, 2024
SUBJECT: Approve Revolving Cash Fund Reports (August 2024)

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

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

FUNDING: N/A.

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

Prepared by: Lori Nelson, Director of Financial Services.

09/03/24

TUSD
REVOLVING CASH FUND
 August 2024

| Date | Num | Name | Merno | Paid Amount |
|------------|-------|----------------------|---|-------------|
| 08/27/2024 | 10066 | Taqueria La Mexicana | PO25-00078 SUP Event 8/27/24 | |
| | | | 01-0000-0-0000-7150-4300-810-1001 | -211.10 |
| TOTAL | | | | -211.10 |
| 08/01/2024 | 10057 | BLACK BEAR DINER | MCK Event Date 8/2/24 REQ25-00949 | |
| | | | 01-0000-0-1110-1000-4300-280-2323 | -779.40 |
| TOTAL | | | | -779.40 |
| 08/01/2024 | 10058 | Panera Bread | BES Event 8/2/24 REQ25-00969 | |
| | | | 01-0000-0-1110-1000-4300-100-2323 | -525.68 |
| TOTAL | | | | -525.68 |
| 08/01/2024 | 10059 | Boudin Bakery | SHS 8/2/24 Event PO25-00893 | |
| | | | 01-0000-0-1110-1000-4300-550-2323 | -688.34 |
| TOTAL | | | | -688.34 |
| 08/01/2024 | 10060 | BLACK BEAR DINER | WMS 8/2/24 Event PO25-00894 | |
| | | | 01-0000-0-1110-1000-4300-490-5303 | -454.65 |
| TOTAL | | | | -454.65 |
| 08/08/2024 | 10061 | Island Gourmet | 8/1/24 Event TCS REQ25-00996 | |
| | | | 09-3010-0-1110-1000-4300-520-6904 | -290.00 |
| TOTAL | | | | -290.00 |
| 08/08/2024 | 10062 | Meva's Tacos | 8/14/24 Event SHS REQ25-01070 | |
| | | | 01-0000-0-1110-1000-4300-500-2323 | -649.50 |
| TOTAL | | | | -649.50 |
| 08/12/2024 | 10063 | BLACK BEAR DINER | HES 8/2/24 Event date REQ25-01116 | |
| | | | 01-0000-0-1110-1000-4300-220-3013 | -714.45 |
| TOTAL | | | | -714.45 |
| 08/12/2024 | 10064 | TOGO'S | DEC SUP Event 8/13/24 PO25-00072 | |
| | | | 01-0000-0-0000-7150-4300-810-1001 | -157.14 |
| TOTAL | | | | -157.14 |
| 08/14/2024 | 10065 | Chris Hayley | Unused Credit from rental invoice 7584927 | |
| | | | 01-0017-0-0000-0000-8699-800-9622 | -193.28 |
| TOTAL | | | | -193.28 |

09/03/24

TUSD
REVOLVING CASH FUND
August 2024

| Date | Num | Name | Memo | Paid Amount |
|------------|-------|----------------------|-----------------------------------|-------------|
| 08/27/2024 | 10066 | Taqueria La Mexicana | PO25-00078 SUP Event 8/27/24 | |
| | | | 01-0000-0-0000-7150-4300-810-1001 | -211.10 |
| TOTAL | | | | -211.10 |



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 4, 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 MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 4, 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 Good Samaritan Community Services of San Joaquin: \$4,100.00 (Check #5335) designated for leadership activities.

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

1. Donation from Good Samaritan Community Services of San Joaquin: \$5,200.00 (Check #5334) designated lowering the cost of prom, grad night and other student functions.
2. Donation from Safe Cone Zone Inc.: \$2,500.00 (Check#1199) designated for new uniforms and gear for the Girls' Volleyball Teams.
3. Donations from Tracy Breakfast Lions Club: \$2,000.00 (Check# 1927) designated for new helmets for the football teams.

Donation received by Tracy Unified School District/District Wide:

1. Donation from Clutter Moving & Storage in San Francisco in the value of \$34,000. The company donated pallets of watercolor paints that will be evenly distributed to schools within the district. There is a total of 1,728 boxes of watercolor paint, each box sells on Amazon for \$19.88 apiece.

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

1. Donation from Shailene Maharaj in the value of \$250.00. Parent donated office supplies such as binder clips, filing folders, staples, post its, etc. for West High School.
2. Donation from Good Samaritan Community Services of San Joaquin: \$5,600.00 (Check #5333) designated for leadership activities including prom.

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

1. Donation by DonorsChoose.org for the value of \$200.00. Donation of construction papers for Ms. Bragg's classroom and donation of disinfecting wipes, colored paper for Ms. Hazelbaker's classroom.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 25, 2024
SUBJECT: Approve Agreement for Contract Services Between Xello College and Career Software Program and Duncan Russell Community Day School for the 2024-2025 School Year

BACKGROUND: Students who come to Duncan Russell Community Day School need a great deal of social-emotional, coping and life-skill development. Students need a school environment where they are engaged and have activities they enjoy and are relatable. According to the needs assessment Duncan Russell staff and educational partners' highlights areas identified for growth/improvement needed. Life-skills development and post high planning has been characterized as areas of need. Duncan Russell teachers and staff will need curriculum and resources for career planning opportunities/activities, college and career readiness planning, and development of life skills that are engaging and relevant.

RATIONALE: Duncan Russell teaching and support staff have a dedicated Study Hall class period for the introduction and implementation of the Xello learning platform. Xello provides students with modern, secure, engaging experiences and interactive planning tools for Tier 1 support. Xello features learning modules to develop life skills, such as time management, study skills, and decision making, as well as career readiness topics that are geared towards industry relevance and ensuring students are equipped to successfully transition from education to the workforce. Student engagement and motivation is based on individual interests and comprehensive preparation is embedded in the Xello online platform. This agenda item meets SPSA Goal #1: Prepare all pupils for college and careers... and LCAP Goal # 4, Action 4.1 Provide Social-Emotional, Life-Skills, Anger Management Curriculum.

FUNDING: The cost, not to exceed \$3,100.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Xello College and Career Software Program and Duncan Russell Community Day School for the 2024-2025 School Year.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day 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 Xello, 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: Online access to college/career readiness/employability/life skills platform, data integration, impementation services, and custom web training.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Duncan Russell CDS.

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

- a. District shall pay \$ 3,100.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 3,100.00. 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 [] 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 September 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Jeff Harris Digitally signed by Jeff Harris President
Date: 2024.10.01 16:15:04 -04'00'

Contractor Signature

Title

98-0384421

IRS Identification Number

Jeff Harris, President & Co-founder

Title

1867 Yonge St. #502, Toronto, ON M4S 1Y5

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, Assoc Supt of Educational Services
DATE: October 3, 2024
SUBJECT: **Approve and/or Ratify Routine Agreements Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

RECOMMENDATION: Approve and/or Ratify Routine Agreements Which Meet the Criteria for Placement on the Consent Agenda.

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

EDUCATIONAL SERVICES
October 22, 2024
SUMMARY OF SERVICES

| | |
|-----------------|---------------------------------------|
| A. Vendor: | Rosetta Stone |
| Sites: | Ed Services Department |
| Services: | Foundations for Language Subscription |
| Cost: | \$3,240.00 |
| Funding Source: | Title 3 Immigrant Funds |

| | |
|-----------------|--|
| B. Vendor: | Star Lab |
| Sites: | Ed Services Department |
| Services: | Star Lab and associated training to provide enhanced STEM education to TUSD students through the TUSD/Boys and Girls Clubs after – school programs ELOP grant. |
| Cost: | \$134,024.25 |
| Funding Source: | ELOP Grant Funds |

| | |
|-----------------|---|
| C. Vendor: | STEM |
| Sites: | Ed Services Department |
| Services: | Purchasing materials and associated trainings to provide enhanced STEM education to TUSD students through the TUSD/Boys and Girls Clubs After-School programs ELOP Grant. |
| Cost: | The cost for the purchasing of materials and associated training is not to exceed \$165,975.75. |
| Funding Source: | ELOP Grant Funds |



EDUCATIONAL SERVICES

MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 24, 2024
SUBJECT: Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2024-2025 School Year

BACKGROUND: The Governing Board of each school district and county office of education shall establish and adopt a written Parent and Family Engagement Policy and Program for all schools in the district that receive funds under Title I, Part A of the ESEA, as amended by the ESSA. In addition, each *school* served under this Part shall jointly develop with, and distribute to, parents and family members of participating children, a written School Parent and Family Engagement Policy. This Policy shall be agreed upon by such parents and updated periodically to meet the changing needs of parents and the school. The Policy shall be reviewed and updated annually with each school site's parent groups, and then submitted to the District's Governing Board for approval.

RATIONALE: The school-level Parent and Family Engagement Policy shall describe the means by which each school shall carry out the following requirements:

- Convene an annual meeting, to which all parents of participating children shall be invited and encouraged to attend, and to the extent practicable, in a language such parents understand, explaining Title I, Part A, and what it means to the School and families
- Provide a description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging State academic standards.
- Provide materials, assistance, and training to staff and to parents, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children.
- Each school served under Title I, Part A shall jointly develop with parents, a school-parent compact that outlines how parents, the entire school staff, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards

Each Title I School's Parent and Family Engagement Policy is included here for Governing Board review.

FUNDING: There is no cost associated with this Agenda item. However, each Title I school site has required Title I "set aside" funding, specifically earmarked for Parent and Family Engagement Activities, Programs and Outreach.

RECOMMENDATION: Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2024-2025 School Year.

Prepared by: Michael Bunch, Ed.D., CBO, Director of Continuous Improvement, State and Federal Programs.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 23, 2024
SUBJECT: **Approve Agreement for Contract Services between IXL Learning and George Kelly Elementary School to Provide IXL Learning Site license in ELA for the 2024-2025 School Year**

BACKGROUND: IXL is a digital learning platform designed to meet each student's individual subject, topic, and curriculum needs. This curriculum-based program uses real-time diagnostics to assess students' skill levels and identify learning gaps, offering personalized exercises to address those areas. With IXL, teachers can deliver differentiated instruction and track student progress and growth throughout the school year.

RATIONALE: Over the past two school years, George Kelly has implemented IXL school-wide, aiming for each student to practice skills for at least 15 minutes daily. This approach has contributed to improved CAASPP scores, keeping George Kelly overall in the blue (very high achievement) for ELA. During the 2023-2024 school year, students mastered over 39,000 skills, became proficient in over 59,000 skills, and practiced more than 89,000 skills. We look forward to continuing this support for our students in ELA and further enhancing their growth in ELA.

FUNDING: The cost, not to exceed \$4,400. This cost will be paid from George Kelly's site budget (Activities to Support All Students- 1a).

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning and George Kelly Elementary School to Provide IXL Learning Site license in ELA for the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and iXL Learning, Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: iXL is a digital learning platform that is tailored to each student's specific subject, topic and curriculum needs. The curriculum-based program includes a real time diagnostic, actionable analytics, and personal guidance that gives educators the tools to provide intervention with an extremely focused outcome. The program is fully aligned with CA Common Core State Standards. Additionally, it includes all of the district adopted curriculum as well as state testing preparation tools.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location George Kelly Elementary School.

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

- a. District shall pay \$4,400 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$4,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 23, 2024, and shall terminate on August 17, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Brittani Ryan, at (209) 830-3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ **WILL** ☒ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:


Contractor Signature Title
94-3321802
IRS Identification Number
Chief Executive Officer
Title
777 Mariners Island Blvd., Suite 600
Address
San Mateo, CA 94404

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 30, 2024
SUBJECT: Approve Agreement for Special Contract Services with Tracy Police Department for the 2024-2025 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. Tracy Police Department would like to offer the Community Cafecito workshops to TUSD families with a focus on crime trends, building community partnerships, role of law enforcement, and community resources.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Tracy Police Department provides an in-depth view into various areas of law enforcement. It is a free educational and informative program that gives individuals the opportunity to learn about the role of law enforcement in the City of Tracy. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Tracy Police Department provides these services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Tracy Police Department for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Tracy Police 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: To provide parent intervention classes with a focus on crime trends, building community partnerships, role of law enforcement, and community resources.

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 7 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per [] **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$0.00. 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 \$0.00 for the term of this agreement.
- c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on October 23, 2024, and shall terminate on May 29, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, 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.
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: October 2, 2024
SUBJECT: **Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 24-27, 2024**

BACKGROUND: The Kimball High School Cross Country Team, consisting of approximately 21 students, and two Coaches Ben Trombley and Jennifer Trombley, along with District approved parent volunteers, will travel to Walnut, CA, for the Mt. SAC Cross Country Invitational. We will stay overnight October 24 – October 26, 2024, and will return to Kimball High School on October 27, 2024. Kimball High Cross Country has been a growing program, successful in the TCAL League and in the Sac-Joaquin Section. While at Mt. SAC, we will also visit Six Flags Magic Mountain Theme Park in Valencia, CA.

RATIONALE: The Cross Country competition involves students competing against athletes from across California and the United States. 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: Lodging, Transportation, and Magic Mountain tickets will be paid through a combination of fundraising opportunities and donations. Estimated lodging to be \$4,000 and gas to be \$900.

RECOMMENDATION Approve Overnight Travel for the Kimball High School Cross Country Team and Coaches to Attend the Mt. SAC Invitational in Walnut, CA on October 24-27, 2024.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 2, 2024
SUBJECT: **Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on May 1st – 4th, 2025**

BACKGROUND: The Kimball High School (KHS) Advanced Drama students would like to attend the Disney: Behind the Scenes and Leadership Disney at the Disneyland Resort in Anaheim, CA. Students will train and learn from cast members in the performing arts on May 1st – 4th, 2025. Twenty-nine (29) students will attend this event. They will travel to Anaheim after school on the afternoon of May 1st and will return home on May 4th. Students will be transported by District approved parent volunteers in private vehicles. All drivers meet the District driving requirements. Supervision will be provided by the drama teacher, Beth Andrade, Vice-Principal, Amanda Bowman, and District approved parent volunteers. They will stay at the Tropicana Inn & Suites in Anaheim CA. Academic arrangements have been made for these students.

RATIONALE: As part of Kimball's commitment to improve and grow their student performers, staff would like the Advanced Drama students to have the opportunity to learn from a nationally recognized entertainment organization, Disney. The Performing Arts workshop is designed for all levels of actors; the workshop provides students with the building blocks of theatre, while exploring performance and storytelling techniques. Led by an industry show director or improvisational actor, the course focuses on tapping into the artist's unique voice, thereby discovering the tools to develop performance abilities. Students will also learn to build character, develop improvisational skills, and maintain professionalism on the stage. This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There will be no cost to the district. The total cost per participant will be \$650, which includes training materials, park entrance and transportation. Funding for this trip will be paid through a combination of fundraising opportunities and personal funding for the participants electing to participate in this event.

RECOMMENDATION: Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on May 1-4, 2025.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 25, 2024
SUBJECT: **Approve Agreement for Contract Services Between Xello College and Career Software Program and George & Evelyn Stein High School for the 2024-2025 School Year**

BACKGROUND: George and Evelyn Stein High School serves students who are 16, credit deficient and not on track to graduate from high school. Stein High students qualified for Equity Multiplier Funds where LCAP Goal 3 is to increase the number of reported college/career-ready students at George & Evelyn Stein Continuation High School by 6%. According to the 2023 California Dashboard for college/career levels by student group, there are 0.9% prepared students prepared for college/career. Out of 46 EL Students, 16 Students with Disabilities, and 85 Hispanic students, there are 0 students prepared for college/career. The needs assessment reveals a need for real-life experiences, knowledge and opportunities for post-graduation planning and transition support. Stein High teachers and staff will need curriculum and resources for career planning opportunities/activities, college, and career readiness planning, as well as post high school employment opportunities & connections.

RATIONALE: Stein teaching and support staff will have a dedicated Vision/Advisory class period for the introduction and implementation of the Xello career readiness learning platform. Completion of the learning modules fulfills the components of the student portfolio, a requirement for graduation from Stein High. Xello provides students with modern, secure, engaging experiences and interactive planning tools for Tier 1 support. Skills alignment, knowledge and industry relevance ensure students are equipped to successfully transition from education to the workforce. Student engagement and motivation is based on individual interests and comprehensive preparation is embedded in the Xello online platform. This agenda item meets SPSA Goal #1: Prepare all pupils for college and career and LCAP Goal # 3, Action 3.2 CTE Curriculum and life-skill components, supplies, and resources for the classroom.

FUNDING: The cost, not to exceed \$4,800.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Xello College and Career Software Program and George and Evelyn Stein High School beginning 2024-2025 School Year

PREPARED BY: Mrs. Traci L Mitchell, George, and Evelyn Stein High 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 Xello, 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: Online access to college/career readiness/employability/life skills platform, data integration, implementation services, and custom web training.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Stein 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 \$ 4,800.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 4,800.00. 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 [] 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 1, 2024, and shall terminate on July 31, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Jeff Harris

Digitally signed by Jeff Harris
Date: 2024.10.01 15:20:49 -04'00'

President

Contractor Signature

Title

98-0384421

IRS Identification Number

Jeff Harris, President & Co-founder

Title

1867 Yonge St. #502, Toronto, ON M4S 1Y5

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 25, 2024
SUBJECT: **Ratify and Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Stein High School and Duncan Russell Community Day 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, 7.5 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: Ratify and Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Stein High School and Duncan Russell Community Day School.

Prepared by: Traci L Mitchell, Stein High School and Duncan Russell Community Day 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 student 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 Duncan Russell/Stein 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 \$ 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 August 5, 2024, and shall terminate on May 31, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Traci Mitchell, at (209) 830-3395 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 CEO
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: September 16, 2024
SUBJECT: **Ratify Agreement for Special Contract Services with Blankenship ABA Consulting for an Independent Education Evaluation (IEE) Assessment for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract for an Independent Educational Evaluation (IEE) Assessment. Blankenship ABA Consulting will conduct an IEE per the San Joaquin County SELPA IEE process. A Functional Behavior Assessment (FBA) will include record review, interview, observation, assessment, comprehensive report, and IEP Attendance (up to 8 hours). Ratification is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay in compliant with the statutory timelines.

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

FUNDING: Expenses for this contract will not exceed a total of \$12,500.00 for the 2024-2025 regular school year. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Blankenship ABA Consulting for an Independent Education Evaluation (IEE) Assessment 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 Blankenship ABA Consulting, 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: Contractor will provide an Independent Educational Evaluation for TUSD student(s). Functional Behavior Assessment (FBA) - Includes Record Review, Interviews, Observations, Assessment, Comprehensive Report, and IEP attendance (up to 8 hrs)

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 see #1 () | | HOURS | | DAYS, under the terms of this agreement at the following location Dist./Prov. location.

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

- a. District shall pay \$12,500.00 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$12,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | 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 September 16, 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

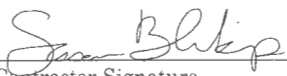
Contractor agrees to hold harmless and to indemnify District for:

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 BCBA
620-36-5290
Title
IRS Identification Number
Mrs. Sara Blankenship, BCBA
Title
2331 Yosemite Dr.
Address
Lodi, CA 95242

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 26, 2024
SUBJECT: **Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert**

BACKGROUND: Every year roughly two to three hundred students are selected from TUSD and Jefferson schools, grades 7-12, to perform in the Tracy's regional Honor Band, Honor Jazz Band, Honor Choir, and Honor String Orchestra. This event offers premium educational opportunities and post-secondary connections for students, recruiting and matriculation promotions, and staff development opportunities for our music staff by hiring college directors as our guest conductors. Main Street Music will provide the professional services of four collegiate level honors conductors and one professional choral accompanist. These five professionals will direct the rehearsals and concerts at Tracy High School and the Tracy Grand Theater with constant TUSD supervision. Rehearsals and performances will follow this schedule:

| Date | Time | Activity | Location |
|----------------------------------|---|--|--|
| Wednesday January 8, 2025 | 5:15 p.m. call, 5:30 p.m. – 7:30 p.m. | Rehearsal 1 of 4 | Kimball High School 3200 Jaguar Run, Tracy, CA 95377 Jazz Ensemble – C3 Choir – K8 String Orchestra – C2 Concert Band – Stage |
| Wednesday January 15, 2025 | 8:00 a.m. call, 8:15 a.m. – 3:00 p.m. | Rehearsal 2 of 4 | |
| Friday January 24, 2025 | 8:00 a.m. call, 8:15 a.m. – 3:00 p.m. | Rehearsal 3 of 4 | |
| Saturday January 25, 2025 | Jazz Band 7:30 a.m. - 9:00 a.m. Choir 9:00 a.m. - 10:30 a.m. Concert Band 10:30 a.m. - 12:00 p.m. String Orchestra 2:30 p.m. – 3:45 p.m. | Sound Check Rehearsal 4 of 4 & Concert | Grand Theatre Center for the Arts 715 Central Ave., Tracy, CA 95376 All students enter through Performers' Entrance door on the South side. Instrument Cases go in the Black Box theater. TICKETS: https://athetrand.org |
| | String Orchestra & Choir 3:30 p.m. call, 4:00 p.m. | | |
| | Jazz Ensemble & Concert Band 5:30 p.m. call, 6:00 p.m. | | |

RATIONALE:

Having guest conductors for this year's Honor Band is important for two reasons. First, collegiate level guest conductors provide an opportunity for our students to work with a college director, a highly respected music educator. The conductors will provide new perspectives, skills and talents, which allow our students to grow and develop as young musicians. Second, collegiate level conductors help to establish a link between Tracy Unified School District's music program and college level music programs which will result in benefits to both programs.

This agenda item supports all three District Strategic Goals: #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost is a flat rate not to exceed a total of \$7400.00. Funding will be provided by the District Visual and Performing Arts fund.

RECOMMENDATION: Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Main Street Music, 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: Main Street Music will provide the professional services of four collegiate level honors conductors and one professional choral accompanist. These five professionals will direct the rehearsals and concerts with TUSD supervision

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 two () [] HOURS [x] DAYS, under the terms of this agreement at the following location Kimball High and Grand Theatre.

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

- a. District shall pay \$ 7400 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 7400. 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 January 1st, 2025, and shall terminate on February 1st, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Zachary Boswell, at (209) 830-3200 x1010 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

VAPA - TUSD

Date Approved by the Board

Main Street Music

45 W. 10th Street
Tracy CA 95376

(209) 835-1125

PROPOSAL

| PROPOSAL | DATE |
|----------|------------------|
| 731526 | 08/08/2024 5:20p |
| ACCT | EMPL ID |
| 6596 | KEN |
| PO | EXPIRES |
| | 09/07/2024 |

Bill To: Tracy Unified School District
1975 W. Lowell
Tracy CA 95376

H(209)830-3200

| QTY | SKU# | DESCRIPTION | PRICE EA | TOTAL |
|-----|------|-------------|----------|---------|
| 1 | | ACCOMPANIST | 500.00 | 500.00 |
| 1 | | SERVICE FEE | 900.00 | 900.00 |
| 4 | | DIRECTOR | 1500.00 | 6000.00 |

| | | |
|--|----------|---------|
| | SUBTOTAL | 7400.00 |
| | TOTAL | 7400.00 |



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 25, 2024
SUBJECT: **Approve Agreement for Licensing for Magic School AI Platform at Williams Middle School for the 2024-2025 School Year**

BACKGROUND: Magic School AI is the most used platform in education, with over 3 million users. It provides over 70 tools to help teachers to lesson plan, differentiate, write assessments, write IEPs, communicate clearly, and more. The licensing requested is for teacher use to aid in providing improved instruction to meet students' varied learning needs.

RATIONALE: Teachers were provided professional development to teach them about how to employ the use of AI to create lesson plans, respond appropriately to parent emails, increase rigor in coursework, and to differentiate instruction. Tom Quiambao met with representatives from the company to learn about the logistics and to address privacy considerations and gave consent to move forward with using the platform. The request is to purchase licenses for Williams Middle School teachers that will allow them to use the platform using single sign-on and to save output history, create presentations, and export content to Microsoft.

FUNDING: The cost, not to exceed \$5000, will be funded by Williams' Title 1 account.

RECOMMENDATION: Approve Agreement for Licensing for Magic School AI Platform for Williams Middle School for the 2024-2025 School Year.

Prepared by: Jenny Hoffman, Principal, Williams Middle School.

Tracy Unified - Earl E Williams Middle School
Annual 2024-2025

Tracy Unified

Jenny Hoffman
jhoffman@tusd.net
209-830-3345

Reference: 20240808-183717152
Quote created: August 8, 2024
Quote expires: November 6, 2024
Quote created by: Kaitlyn Hybl

kaitlyn@magicschool.ai

Comments from Kaitlyn Hybl

12 month enterprise license includes:

- Unlimited AI generations and ability to continue threads with Raina chatbot in tools
- Unlimited student rooms and usage
- Unlimited saved output history
- Single sign-on (SSO) for students & educators
- Platform customizations for school / district context
- Integrations & easy exports (Google Docs, Google Forms, MS Word, MS Forms, Google Classroom)
- Raina customizations and prompt suggestions (differentiate, modify, resources, custom prompts)
- Dedicated Customer Success Manager and PD options
- School and district level data analysis tools to track teacher and student usage
- Advanced moderation controls to promote responsible usage and student safety
- Executed Custom Data Privacy Agreement (DPA)

Products & Services

| Item & Description | Quantity | Unit Price | Total |
|--|----------|-------------------|---------------------------------|
| Annual Platform Fee - Single School Single-School Site Platform Fee | 1 | \$1,000.00 / year | \$1,000.00 / year for 1 year |
| Magic School Enterprise Teacher & Student \$5 Annual Subscription Teacher & Student | 750 | \$5.00 / year | \$3,750.00 / year for 1 year |

| | |
|-----------------|------------|
| Annual subtotal | \$4,750.00 |
|-----------------|------------|

| | |
|--------------|-------------------|
| Total | \$4,750.00 |
|--------------|-------------------|

Purchase terms

Questions? Contact me

Kaitlyn Hybl
kaitlyn@magicschool.ai

Magic School Inc.
4848 Pearl East Cir
Ste 118 PMB 83961
Boulder, CO 80301-6112
United States



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 11, 2024
SUBJECT: Ratify Agreement for Contract Services with Kriya Lendzion Substance Use Education for the 2024-2025 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has had an increase in students who are vaping in various grade levels. Youth vaping of nicotine and THC has exploded on our campuses in recent years, with increasingly destructive consequences for students and staff. Students are disengaging from classes and experiencing negative medical, cognitive, and mental health impacts, while teachers and administrators waste time, energy and resources on discipline efforts and liability risks. Shifting these dangerous trends will take comprehensive efforts in elementary through high school, drastically different approaches from what many schools have tried, and school staff collaborating with each other and parents.

RATIONALE: Ms. Lendzion will review the proven risks of youth nicotine and THC vaping, and explore what role every staff member can play in school-wide prevention and intervention efforts. This includes discussion about policies and discipline responses showing positive impacts. These services will provide training for administrators, staff, parents, and community members in local government.

FUNDING: The total cost for Kriya Lendzion's services will not exceed \$12,000. Services will be paid with Unrestricted General Funds.

RECOMMENDATION: Ratify Agreement for Contract Services with Kriya Lendzion and TUSD for the 2024-2025 School Year.

Prepared by: Jason Noll, Director of Students Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Kriya Lendzion, 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: Presenting to staff and community on vaping, cause, porevention,
and assistance

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 two (2) [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.

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

- a. District shall pay \$ _____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [X] 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 \$ 2,000 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 9/15/24, and shall terminate on 10/31/24.

5. This agreement may be terminated at any time during the term by either party upon 15 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 Noll, at (209) 830-3380 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

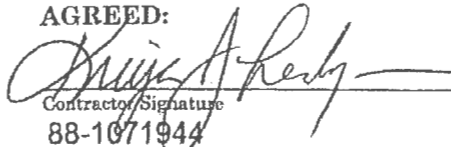
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 **LCAS**
Contractor Signature Title
88-1071944
IRB Identification Number
Owner, Kriya Lendzion LLC
Title
1313 Asheville Springs Circle
Address
Asheville, NC 28806

Tracy Unified School District

Date

Account Number to be Charged

Department/State Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 12, 2024
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

NAME/TITLE

CLASSIFIED RETIREMENTS

SITE

EFFECTIVE
DATE

REASON

Chellew, Laura
Utility Person III

MOT/THS

8/30/2024

Personal

BACKGROUND:

NAME/TITLE

CLASSIFIED RESIGNATION

SITE

EFFECTIVE
DATE

REASON

Escobar, Lizzel
IEP Para Educator I

PES

9/06/2024

Accepted position

Esparza, Oscar
Utility Person III

MOT/KHS

9/15/2024

Accepted position

Estrada, Cindy
Para Educator I

WHS

9/15/2024

Accepted position

Fernandez, Hector
Utility Person III

MOT/SWP

9/17/2024

Accepted position

Gallegos, Sara
Food Service Worker

THS

9/15/2024

Accepted position

| | | | |
|---|-------|------------|-------------------|
| Kee, Natalie Food Service Worker | BES | 10/02/2024 | Accepted position |
| Marcano, Stephanie Para Educator I | AFES | 9/20/2024 | Personal |
| Marquez, Marta Registrar | TISCS | 9/10/2024 | Accepted position |
| Mendelsohn, Donnette SPED Para Educator I | JES | 9/20/2024 | Personal |
| Miranda, Ciara IEP Para Educator I | HES | 8/30/2024 | Personal |
| Quintanilla, Laurie Food Service Worker | FES | 9/19/2024 | Accepted position |
| Rodrigues, Selina High School Library Technician | AFES | 9/27/2024 | Personal |
| Saboor, Hanifa School Supervision Assistant | AFES | 9/25/2024 | Accepted position |
| Singh, Deepa Para Educator I | SWP | 9/19/2024 | Personal |
| Smith, Louis IEP Para Educator I | PES | 9/05/2024 | Accepted position |
| Stokes, Jenean School Supervision Assistant | GKES | 10/4/2024 | Personal |

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: October 2, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Kneer, Candace

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

DEC/Special Education
School Psychologist (Replacement)
LMP 8, Step B - \$102,355.00
Fund: 80% Special Education, 20% Mental Health
Related Services

BACKGROUND:

Bevans, Melissa

CERTIFICATED

South/West Park Elementary School
3rd Grade
“A”, Class I, Step 1 - \$47,740.00
Fund: General

Costa, Rylie

Williams Middle School
Physical Education .80FTE (Replacement)
“A”, Class I, Step 1 - \$47,068.00
Fund: General

McNeely, Kimberly

South/West Park Elementary School
4th Grade GATE
“B”, Class VI, Step 3 - \$61,651.00
Fund: General

Nelson, Jennifer

Poet-Christian School
Music Teacher (New)
“A”, Class I, Step 1 - \$51,102.00
Fund: Prop 28

Ringleb, Veronica

McKinley Elementary School
Transitional Kindergarten (New)
“A”, Class I, Step 1 - \$47,404.00
Fund: General

Romo, Anica

Tracy High School
Home Economics/Culinary Arts (Replacement)
“A”, Class I, Step 1 - \$48,413.00
Fund: CTE

BACKGROUND:

CLASSIFIED

Arepalli, Bhargavi

North School
IEP Para Educator I (New position)
Range 24, Step A - \$18.53 per hour
Fund: Special Education

Arevalos, Yesenia

Jacobson Elementary School
School Supervision Assistant (Replacement)
Range 21, Step C - \$18.98 per hour
Fund: General

Bater, Debra

Monte Vista Middle School
School Supervision Assistant (Replacement)
Range 21, Step C - \$18.98 per hour
Fund: General

Castillo, Amanda

Poet Christian School
Bilingual Para Educator I (New position)
Range 24, Step A - \$18.53 per hour
Fund: Targeted

Chittur Gopalakrishnan, Meera

Jacobson Elementary School
Para Educator I (Replacement)
Range 24, Step C - \$20.34 per hour
Fund: IASA-Title 1 Bas Grants Low Inc.

Clark, Maliyah

Tracy High School
Special Education Para Educator I (Replacement)
Range 27, Step C - \$21.81 per hour
Fund: Special Education

Conkey, Gigi

Kimball High School
Food Service Worker (New position)
Range 25, Step E - \$22.83 per hour
Fund: General

Densmore, Nicole

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

| | |
|-------------------|---|
| Dizon, Tianna | Central Elementary School Special Education Para Educator I (New position) Range 27, Step C - \$21.81 per hour Fund: Special Education |
| Escobar, Lizzel | Poet Christian School Special Education Para Educator I Range 27, Step E - \$23.94 per hour Fund: Special Education |
| Esparza, Oscar | MOT/Various Sites Irrigation/Bus Driver/Custodian Replacement) Range 38, Step D - \$29.53 per hour Fund: General |
| Estrada, Cindy | MOT/Kimball High School Utility Person II (Replacement) Range 35, Step B - \$25.08 per hour Fund: General |
| Fahlenkamp, Jacob | Central Elementary School Special Education Para Educator I (New position) Range 27, Step B - \$20.77 per hour Fund: Special Education |
| Fernandez, Hector | MOT/Grounds Utility Person III (Replacement) Range 38, Step D - \$29.53 per hour Fund: General |
| Gallegos, Sara | Tracy High School Food Service Worker (Replacement) Range 25, Step B - \$19.89 per hour Fund: General |
| Gama, Rosa | Monte Vista Middle School School Supervision Assistant (Replacement) Range 21, Step A - \$17.31 per hour Fund: General |
| Gonzalez, Braulio | MOT/Art Freiler School Utility Person II (Replacement) Range 35, Step B - \$25.08 per hour Fund: General |
| Heinrich, Talitha | Jacobson Elementary School Special Education Para Educator I (Replacement) Range 27, Step A - \$19.89 per hour Fund: Special Education |

| | |
|--------------------------|---|
| Hernandez, Brianna | Villalovoz Preschool Para Educator I (Replacement) Range 24, Step A - \$18.53 per hour Fund: Child Care & Dev-Gain Market Survey |
| Herrera-Pena, Marisol | South/West Park Preschool Para Educator I (New position) Range 24, Step C - \$20.34 per hour Fund: Child Care & Dev-Gain Market Survey |
| Hubregtse, Katherine | Poet Christian School Para Educator I (New position) Range 24, Step B - \$19.39 per hour Fund: Targeted |
| Ibanez Ochoa, Cecilia | North School Food Service Worker (Replacement) Range 25, Step B - \$19.89 per hour Fund: Child Nutrition – School Program |
| Kee, Natalie | Bohn Elementary School School Supervision Assistant (Replacement) Range 21, Step E - \$20.77 per hour Fund: Child Nutrition – School Program |
| Marquez, Marta | Tracy Independent Study Charter School Registrar (New position) Range 36, Step E – \$29.53 per hour Fund: General |
| Medina Bautista, Jessica | Villalovoz Elementary School Food Service Worker (Replacement) Range 25, Step D - \$21.81 per hour Fund: Child Nutrition - School Program |
| Mora, Nery | Central Elementary School Food Service Worker (Replacement) Range 25, Step E - \$22.83 per hour Fund: Child Nutrition - School Program |
| Murrillo, Mitzi | Tracy Independent Study Charter School Bilingual Para Educator I (New position) Range 24, Step B - \$19.39 per hour Fund: EL Targeted |
| Ochoa, Maria | South/West Park Elementary School School Supervision Assistant (New position) Range 21, Step B - \$18.13 per hour Fund: General |

| | |
|------------------------|--|
| Olazabal, Jose | MOT/Various Sites Utility Person III (Replacement) Range 38, Step B - \$26.87 per hour Fund: General |
| Roux, Austin | Monte Vista Middle School Para Educator I (Replacement) Range 24, Step B - \$19.39 per hour Fund: General |
| Saboor, Hanifa | Art Freiler School Para Educator I (New position) Range 24, Step C - \$20.34 per hour Fund: Targeted |
| Santana-Michel, Laura | Poet Christian School Special Education Para Educator I (New) Range 27, Step C - \$21.81 per hour Fund: Special Education |
| Shergill, Sharon | McKinley Elementary School School Supervision Assistant (Replacement) Range 21, Step A - \$17.31 per hour Fund: General |
| Smith, Louis | Poet Christian School Para Educator I (Replacement) Range 24, Step E - \$22.30 per hour Fund: General |
| Soto, Crystal | Art Freiler School Para Educator II (New position) Range 30, Step C - \$23.33 per hour Fund: Prop 28 |
| Stonebraker, Francisco | MOT/West High School Utility Person II (Replacement) Range 35, Step C - \$26.28 per hour Fund: General |
| Taylor, Brandan | MOT/Monte Vista Middle School Utility Person II (Replacement) Range 35, Step C - \$26.28 per hour Fund: General |
| Todd, Bryan | MOT/Grounds Utility Person III (Replacement) Range 38, Step C - \$28.19 per hour Fund: General |

Quintanilla, Laurie

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

Varghese, Seema

South/West Park Elementary School
School Site Budget Clerk (Replacement)
Range 28, Step D - \$23.33 per hour
Fund: General

BACKGROUND:

COACHES

Alger, Brandi

Stein High School
Co-ed Basketball Assistant
\$1,302.26

Alger, Brandi

Stein High School
Co-ed Volleyball Assistant
\$1,302.26

Moss, John

Stein High School
Co-ed Basketball Head
\$2,6402.52

Moss, John

Stein High School
Co-ed Volleyball Head
\$2,6402.52

Moss, John

Stein High School
Co-ed Soccer Head
\$2,6402.52

Vallotton, David

Stein High School
Co-ed Dodgeball Head
\$2,604.52

Vallotton, David

Stein High School
Co-ed Flag Football Head
\$2,604.52

Zamzow, Ryan

Kimball High School
Water Polo Assistant
\$4,805.34

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: October 2, 2024
RE: Approve Student Teacher Agreement with Humphreys 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 and school counseling positions within the district. A contract between Humphreys University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective starting October 23, 2024 and valid for five (5) academic years from the date of signing.

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 Student Teacher Agreement with Humphreys University.

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



**Multiple Subject Teaching Credential
Memorandum of Understanding for Student Teaching**

This agreement is made between Humphreys University and Tracy Unified School District for the purpose of providing cooperative arrangements for student-teaching placements for teacher candidates enrolled in the multiple subject teaching credential program of Humphreys University.

This contract covers five academic years from the date of signing. 1.

The Site/District agrees to:

- A. Provide resources and related educational services to teacher candidates as needed in the performance of their teaching responsibilities. These resources and services should be in the same proportion as other site teachers.
- B. Assign a District-Employed Supervisor (the teacher of record for the placement classroom) who will work with the teacher candidate within the classroom and school site context to apply instructional strategies and pedagogies, conduct assessments of the candidate's performance, mentor the candidate through site meetings and professional development sessions, and cooperate with the Humphreys Director, or designee, to determine completion of student-teaching requirements.
- C. Ensure Teacher Candidates sign District's Guest Acceptable Use Policy in the event they are assigned a temporary email account to participate in distance learning environments with Cooperating Teachers.

2. The University agrees:

- A. To provide a \$300.00 stipend to the Cooperating District-Employed Supervisor. The stipend will be mailed to the Cooperating District Employed Supervisor at their school address after the end of the student teaching assignment and will be in the form of an Amazon gift card/certificate.
- B. To certify that all teacher candidates have
 - a. current negative TB test results
 - b. current CPR certification
 - c. current certificate of clearance
 - D. met subject matter requirements
 - e. auto insurance



- C. To provide ongoing communication regarding the student teaching placement and additional assessment of the candidate's performance.
 - D. To be responsible for the final evaluation of the candidate's completion of student teaching.
3. Both parties agree:
- A. The principal, or designee, of the Site/District and the Humphreys Director, or designee, will be responsible for determining the student teaching placement, selecting the District-Employed Supervisor, and designing the teacher candidate's program of experience.
 - B. Cooperating District-Employed Supervisors will:
 - a. Be fully credentialed by the Commission on Teacher Credentialing for the subjects being taught.
 - b. Be recognized as an effective and successful teacher.
 - c. Have a minimum of three years teaching experience in grade level(s) appropriate to the teacher candidate.
 - d. Have taught at least one year in the present assignment or near completion of the first year in the present assignment. A site/district administrator may make recommendations on the selection of a Cooperating District-Employed Supervisor in cases where an exception is warranted. The final decision on exceptions will be made collaboratively by the Humphreys Director, or designee, and Site Administrator.
 - e. Be tenured at the site/district. A site/district administrator may make recommendations on the selection of a Cooperating District Employed Supervisor in cases where an exception is warranted. The final decision on exceptions will be made collaboratively by the Humphreys Director, or designee, and Site Administrator.
 - f. Will guide and support the student teacher for a minimum of 5 hours per week.
 - C. Teacher candidates will be placed in situations to gain experiences teaching students of diverse ages, abilities, cultures, and ethnicities.
 - D. Teacher candidates will be included in all site/district meetings, professional development, and other appropriate events.
- 2
- E. The terms of agreement will begin on the date of signing and continue until either party gives written notice of its intent to terminate the



agreement. The termination of the agreement will be effective upon the date specified in the written notice, providing that all student teachers at that Site/District as of the date of the notice will be permitted to complete their student-teaching assignment.

- F. All prospective student teachers from the University must comply with the provisions of the California Education Code 45125. All required background clearances must be received by the School District prior to the commencement of any student-teaching experiences at the District. The University agrees to provide notification substantiating that clearance has been issued by the Department of Justice.
- G. The District may, for good cause, refuse to accept any teacher candidate from the University, and upon request of the District, the University shall terminate the assignment of any teacher candidate from the University.
- H. Each Party agrees to obtain and maintain during the term of this Agreement, general liability, and professional liability coverage for itself, its employees and agents. In particular, Humphreys University shall provide such insurance for student teachers participating in the program. The amount of such insurance shall be at minimum one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate with no exclusion for sexual abuse and or molestation.
- I. The Parties agree to indemnify, defend, and hold harmless one another, and one another's respective Governing Board, agents, offices, employees, volunteers, and authorized representatives from any and all losses, liabilities, costs, expenses, charges, damages, claims, liens, and causes of action, of whatsoever kind or nature which are in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, through any act, omission, fault, or negligence of the Parties, or their respective officers, agents, employees, or authorized representatives, which relates in any manner to this Agreement.

SIGNATURES

The following signatures indicate that the employing organization agrees to the terms of the MOU and will participate in the partnership.

Name of approving official _____



Humphreys University

Position/Title _____

Signature of
approving official _____ Date _____

Signature of Organization Board _____ Date _____
(If appropriate)

The following signature indicates that Humphreys University agrees to the terms of the MOU and will participate in the partnership.

Name of approving official _____ Robert G. Humphreys _____

Position/Title _____ President _____

Signature of approving official _____ Date 7/1/24

SCHOOL CONTACT INFORMATION

Name of School Site _____

Mailing Address _____

Contact Person _____

Phone/email _____



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: September 25, 2024
SUBJECT: Adopt Updated Board Policy and Administrative Regulation 3320 Claims and Actions Against the District (Second 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. (Second 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 for the refund, rebate, exemption, cancellation, amendment, modification, or~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT

- 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 905, 911.2)~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT

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)~~

~~Delivery and Form of Claim Receipt of Claims~~

CLAIMS AND ACTIONS AGAINST THE DISTRICT

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 amount claimed exceeds \$10,000, the dollar amount shall not be included in the**

CLAIMS AND ACTIONS AGAINST THE DISTRICT

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)

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

CLAIMS AND ACTIONS AGAINST THE DISTRICT

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 |
| Gov. Code 53051 | Information filed with secretary of state and county clerk |

CLAIMS AND ACTIONS AGAINST THE DISTRICT

| | |
|---------------------|-------------------------|
| 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 |

| <u>Management Resources</u> | <u>Description</u> |
|-----------------------------|--|
| 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 25, 2024
SUBJECT: Adopt Updated Board Policy and Administrative Regulation 3514
Environmental Safety (Second Reading)

BACKGROUND: Existing Board Policy and Administrative Regulation related to Environmental Safety are no longer current due to recent 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 (Second 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: September 25, 2024
SUBJECT: Adopt Updated Board Policy 3540 Transportation (Second 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 (Second 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)

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

TRANSPORTATION

- 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

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

TRANSPORTATION

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> |
| Ed. Code 39802-39803 | <u>Bids and contracts for transportation services</u> |
| Ed. Code 39806 | <u>Payments to parents in lieu of transportation</u> |

TRANSPORTATION

| State | Description |
|------------------------|--|
| 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 25, 2024
SUBJECT: Adopt Updated Board Policy and Acknowledge New Administrative Regulation 5143 Insurance (Second 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 (Second 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.

INSURANCE

Legal Reference:EDUCATION CODE

| | |
|-------------|---|
| 32220-32224 | Insurance for athletic teams |
| 49470-49474 | District medical services and insurance |
| 41760(d) | Insurance work experience programs |
| 52530 | Insurance for healing arts program students |

State

22 CCR 51050-51192
 Ed. Code 10900-10914.5
 Ed. Code 32220-32224
 Ed. Code 33353.5
 transaction of insurance
 Ed. Code 35331
 Ed. Code 48980
 Ed. Code 48985
 Ed. Code 49470-49474
 Ed. Code 51760
 Ed. Code 52530
 Ins. Code 10493

Description

Definitions of Medi-Cal providers and services
 Community recreation programs
 Insurance for athletic teams
 Interscholastic Federation; insurance program; non-
 transaction of insurance
 Insurance for field trips and excursions
 Parent/Guardian notifications
 Notices to parents in a language other than English
 District medical services and insurance
 Insurance; work experience programs
 Insurance for healing arts program students
 Benefit and Relief Association

Management Resources

Website

Description

CSBA District and County Office of Education

Legal Services

Website
 Website
 Website
 Website
 Website
 Website

Description

CSBA, Medi-Cal Services Program
 Medi-Cal
 California Department of Insurance
 Centers for Medicare and Medicaid Services
 CSBA
 California Department of Health Care Services

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.

INSURANCE

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: Tania Salinas, Assist. Superintendent of Business Services
DATE: October 4, 2024
SUBJECT: **Approve the Agreement for Architectural Services for Various Projects with Studio W Architects**

BACKGROUND: In order to enhance efficiency and ensure timely completion of its facilities projects, the District issued a Request for Qualifications (RFQ) in March 2024. Following the advertisement and solicitation of the RFQ, the District received responses from eighteen (18) firms. After a thorough evaluation, seven (7) firms were selected for interviews, from which two (2) firms were identified as finalists.

In compliance with the selection process, the Facilities Department recommended the selected firms for approval, which was granted by the District Board on June 11, 2024.

To formalize the engagement of the selected architectural firm, a contractual agreement is now required between the District and Studio W Architects to provide architectural services.

RATIONALE: The selection process involved a rigorous evaluation of highly qualified architectural firms. Given the professional services requested for ongoing various and future projects, it is essential to approve an agreement with Studio W Architects. This agreement will ensure the provision of architectural and design services in compliance with the requirements of the Division of the State Architect (DSA) and the State School Facilities Program. These services will support projects of varying scopes required by the District.

FUNDING: Based on Project Scope of Work per Agreement.

RECOMMENDATIONS: Approve the Agreement for Architectural Services for Various Projects with Studio W Architects.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 2, 2024
SUBJECT: **Adopt Resolution No. 24-07 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2025-2026 School Year and to Authorize Designated Personnel to Sign Contract Documents**

BACKGROUND: Tracy Unified School District operates State Preschool Programs on the Hirsch, North, South West Park, and Villalovoz School campuses for which the district receives special State funding. Governing Board approval of the Resolution authorizing the district to enter into a renewal of the yearly contract by consent of the Continued Funding Application is required for receipt of the funds for the 2025-2026 school year. If the Continued Funding Application is approved by the California Department of Education, the agency's current California State Preschool Program Contract will be automatically renewed for Fiscal Year 2025-2026. The authorized signatures are Tania Salinas, Associate Superintendent of Business Services and Dr. Michael Bunch, Director of Continuous Improvement.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$1,637,971 for the operation of this program. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the district.

RECOMMENDATION: Adopt Resolution No. 24-07 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2025-2026 School Year and to Authorize Designated Personnel to Sign Contract Documents.

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

RESOLUTION AUTHORIZING CONTINUED FUNDING APPLICATION

This resolution is adopted to certify approval of the Governing Board to submit the Continued Funding Application (CFA) to the California Department of Education (CDE). If the CFA is approved by the CDE, the agency's current California State Preschool Program contract and Prekindergarten and Family Literacy Support contract, if applicable, will be automatically renewed for fiscal year (FY) 2025–26. This resolution further authorizes the designated representative(s) below to sign the CFA and all related FY 2025–26 contract documents.

RESOLUTION

BE IT RESOLVED that the Governing Board of
Tracy Joint Unified School District

authorizes that the person/s listed below, is/are authorized to sign the FY 2025–26 CFA and all related contract documents for the Governing Board.

| NAME/S OF AUTHORIZED REPRESENTATIVE/S | TITLE/S |
|---------------------------------------|----------------------------------|
| Dr. Michael Bunch | Director, Continuous Improvement |
| Tania Salina | Assoc. Supt. of Business Service |
| | |

PASSED AND ADOPTED THIS 22 day of October (month year), by the
Governing Board of Tracy Joint Unified School District
of San Joaquin County, in the State of California.

I, _____, Clerk of the Governing Board of
Tracy Joint Unified School District, of San Joaquin County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a meeting thereof held at a regular public place of meeting
and the resolution is on file in the office of said Board.

(Clerk's Signature)

(Date)

Fiscal Year 2025–26 Continued Funding Application
DUE DATE: 5:00p.m. November 1, 2024

Contractors holding a current California State Preschool Program (CSPP) contract, and if applicable a Prekindergarten and Family Literacy Support (CPKS) contract, who wish to be considered for continued funding for fiscal year (FY) 2025–26 must complete this application for continued funding. The FY 2025–26 CFA Overview and Instructions may be accessed on the California Department of Education (CDE) CFA web page located at <https://www.cde.ca.gov/sp/cd/ci/cfa2526.asp>. Contractors are strongly encouraged to review the CFA Overview and Instructions before and after completion of the CFA and associated documents to confirm that the application and forms submitted for their agency have been completed in accordance with all applicable instructions.

Current contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP and CPKS services for FY 2025–26. Contracts will be automatically renewed in accordance with all applicable federal and state laws and Contract Terms and Conditions (CT&Cs). By signing this CFA, the contractor is indicating that it wishes to automatically renew its contract(s) for FY 2025–26 and accepts all of the terms and conditions of the 2025–26 CSPP contract, and if applicable the 2025–26 CPKS contract, which will be provided to the contractor no later than June 1, 2025.

Upon receipt of this CFA, the CDE will review the application and may contact your agency seeking additional information. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2025–26 may be delayed.

Please also note that contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2025, pursuant to the *California Code of Regulations*, Title 5 (5 CCR) Section 17828.

Contractors that wish to reject the terms of the FY 2025–26 CSPP and/or CPKS contract must provide the CDE with a written notice that the terms of the contract(s) are rejected by sending an email to EarlyEducationContracts@cde.ca.gov on or before June 30, 2025. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2025–26 CSPP and, as applicable, the CPKS contract are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract will not have contract(s) in effect for FY 2025–26. Contractors cannot reject their CSPP contract and still receive funding under a CPKS contract as CPKS funding is tied to having a CSPP contract. If no notice is sent to the CDE, the contract will be automatically renewed, and no further action will be required from the contractor.

If a contractor wishes to terminate the contract for any reason during the FY 2025–26 contract term, the contractor shall notify the CDE of its intent to terminate the contract at least 90 calendar days in advance of contract termination and shall follow 5 CCR 17795.

If you have any questions regarding the CFA, please contact the CFA team by sending an email to CFA@cde.ca.gov.

| Section I – Contractor Information | |
|---|--|
| Contractor Legal Name: | Tracy Joint Unified School District |
| Contractor "Doing Business As" (DBA): | Tracy Joint Unified School District |
| Headquartered County: | San Joaquin |
| Vendor Number: | 7549 |
| Executive Director Name: | Dr. Robert Pecot |
| Executive Director Telephone Number: | 209-830-3210 |
| Executive Director Email Address: | rpecot@tUSD.net |
| Legal Business Address: | 1875 W. Lowell Ave |
| City: | Tracy |
| Zip Code: | 95376 |
| Mailing Address: | |
| City: | |
| Zip Code: | |
| Contact Name: | Rocio Garcia |
| Contact Title: | School Readiness Program Administrator |
| Contact Telephone Number: | 209-830-3294 |
| Contact Email Address: | rgarcia@tUSD.net |

Contractor Name

Vendor #

Tracy Joint Unified School District

7549

Section II, Part I – Contract and Program Type

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2025–26. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Contract Type *(select all that apply)*

- ☒ CSPP
☐ CPKS

Does the CSPP operate a Family Childcare Home Education Network?

- ☐ Yes
☒ No

Does the CSPP operate any sites on Tribal reservations or Tribal Trust Lands?

- ☐ Yes
☒ No

If yes, please indicate the name(s) of the Tribe(s) and each Tribal affiliated site:

Program Type *(select all that apply)*

- ☐ Full-Day/Full-Year ☒ Part-Day/Part-Year
☐ Full-Day/Part-Year ☐ Part-Day/Full-Year

REQUIRED DOCUMENT: A completed program calendar (EED 9730) form is required. If the contractor operates both a full-day and a part-day program, a separate program calendar (EED 9730) must be submitted for each.

Contractor Name

Vendor #

Tracy Joint Unified School District

7549

Section II, Part II – Projected Enrollment

Insert the number of subsidized children your agency expects to enroll with the CSPP contract for each county services are provided, as applicable.

How many counties does your agency operate in? 1

1. County Name: San Joaquin

Number of Children to be Enrolled in Part-Day CSPP in the County:

Number of Children to be Enrolled in Full-Day CSPP in the County:

Total Number of Children to be Enrolled in the County: 0

2. County Name:

Number of Children to be Enrolled in Part-Day CSPP in the County: 160

Number of Children to be Enrolled in Full-Day CSPP in the County:

Total Number of Children to be Enrolled in the County: 160

3. County Name:

Number of Children to be Enrolled in Part-Day CSPP in the County:

Number of Children to be Enrolled in Full-Day CSPP in the County:

Total Number of Children to be Enrolled in the County: 0

Total Number of CSPP Children to be Enrolled: 160

Contractor Name

Vendor #

Tracy Joint Unified School District

7549

Section III – Contractor’s Officers and Board of Directors Information

Does the contractor have a board of directors?

☒ Yes

☐ No

If no, please explain the entity type and the governance structure, including the number of owners and partnerships.

List all officers and board members/governing individuals (i.e., owner, director, etc.).
Attach additional sheets as necessary.

| Name | Title | Telephone Number | Mailing Address | Email Address |
|-------------------|----------------|------------------|-------------------------------------|-----------------------|
| Steve Abercrombie | President | 209-470-2892 | 1220 Cherry Blossom Ln. Tracy 95377 | sabercrombie@tusd.net |
| Jeremy Silcox | Vice President | 209-830-3200 | 1875 W Lowell Ave Tracy 95376 | jsilcox@tusd.net |
| Lynn Dell Hawkins | Clerk | 209-830-3200 | 1875 W Lowell Ave Tracy 95376 | ldhawkins@tusd.net |
| Zachary Hoffert | Member | 209-830-3200 | 1875 W Lowell Ave Tracy 95376 | zhoffert@tusd.net |
| RG Fagin | Member | 209-830-3200 | 1875 W Lowell Ave Tracy 95376 | rfagin@tusd.net |
| Olinga Alexander | Member | 209-830-3200 | 1875 W Lowell Ave Tracy 95376 | oalexander@tusd.net |
| Navi Kahlon | Member | 209-830-3200 | 1875 W Lowell Ave Tracy 95376 | nkahlon@tusd.net |
| | | | | |
| | | | | |
| | | | | |

Have any of the listed officers, board members, owners or other governing individuals ever served as an officer, board member, owner, or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

☐ Yes

☒ No

If yes, list on a separate page the officer(s), board member(s), owner(s) or other governing individual(s) to which this applies and include the former agency(ies) with which the individual(s) was/were previously affiliated and the circumstances leading to the termination, involuntary non-renewal or debarment.

Contractor Name

Vendor #

Tracy Joint Unified School District

7549

Section IV – Program Narrative

- A. Please select the box below if the contractor **does not** have program **or** minimum days of operation (MDO) changes.

☒ No changes

- B. If the contractor **does** have program and/or MDO changes, please select the type(s) of change(s) and complete the Program Narrative Change (EED-3704A).

☐ Program change

☐ MDO change

NOTE: Making changes to the MDO does not change the contract Maximum Reimbursable Amount (MRA).

REQUIRED DOCUMENT: Contractors requesting program and/or MDO changes must also submit a completed Program Narrative Change (EED-3704A).

Section V – Subcontract Certification

For purposes of this CFA, subcontractor refers to an agency, other than lead contracted agency, who provides CSPP services in accordance with the provisions contained in the California Code of Regulations, Title 5 (5 CCR) and the Contract Terms and Conditions (CT&C) through an agreement with the lead contracted agency.

- A. Please select the box below if the contractor does not have subcontractors.

☒ No subcontractors

- B. Please select the box below if the contractor does have subcontractors and intends to continue to operate using the subcontractors previously approved by EED.

☐ Subcontractors

REQUIRED DOCUMENT: Contractors who subcontract CSPP services must also submit a completed Subcontract Certification Form (EED-3704B).

Contractor Name

Vendor #

Tracy Joint Unified School District

7549

Section VI – Contractor Certification

Under penalty of perjury, I certify the following statements as true and correct to the best of my knowledge:

- I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed by the contractor for the provision of preschool services are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division.
- I am authorized by the contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current CSPP contract, and CPKS contract if applicable, for FY 2025–26, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new contract(s) on June 30, 2025.
- On behalf of the contractor and its governing authority, I understand that some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, reviewed, or considered by the CDE until after the contract has expired, if ever. Therefore, the contractor further understands that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted, or authorized by the CDE, even if the contractor's request for continued funding by the CDE is subsequently approved.
- The governing board members or persons with governing authority have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- As the signer of this CFA, I have supervisory authority over the CSPP and have knowledge of the information provided in this CFA. I am familiar with and will ensure that the contractor complies with all applicable program statutes and regulations in effect for FY 2025–26, including but not limited to:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR. I certify that any contractual arrangement(s) with subcontractors are made in adherence to the required subcontract provisions contained in the *California Education Code (EC)*, 5 CCR, and the CT&C. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term and that the contractor is ultimately responsible for the actions of any subcontractor.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in Education Code.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount

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- and other provisions in 5 CCR, and accounting and reporting requirements in 5 CCR.
- Operational and programmatic requirements.
 - Personnel requirements as stipulated in Education Code, 5 CCR, and the CT&C.
 - As the authorized representative of the CSPP contractor named in this application, I certify that:
 - I have reviewed all information for my agency and, to the best of my knowledge, the information on the CDMIS website reflects accurate information for my agency as of the date this certification is signed.
 - I understand my obligation as a CSPP contractor to ensure the accuracy of information in CDMIS on an ongoing basis and will update the information in CDMIS as needed throughout the contract period.

By signing this CFA, the contractor is indicating that it wishes to automatically renew the current contract for FY 2025–26 and, if approved, is willing to, and does accept, all terms and conditions of the CSPP contract, which will be provided to the contractor no later than June 1, 2025.

The contractor may reject the FY 2025–26 contract by providing the CDE with a written notice of rejection no later than June 30, 2025. Contractors that wish to reject the terms of the FY 2025–26 contract must provide written notice that the terms of the contract are rejected by sending an email to EarlyEducationContracts@cde.ca.gov on or before June 30, 2025. The email should come from the Executive Director/Superintendent of the contracting entity or their authorized representative and state that the terms of the FY 2025–26 CSPP contract, and CPKS contract if applicable, are rejected. Contractors providing such notice to the CDE of the rejection of the terms of the contract(s) will not have a contract(s) in effect for FY 2025–26. I understand that failure to timely reject the terms of the contract means that the contract may be automatically renewed for FY 2025-26 starting on July 1, 2025.

As the authorized representative of the contractor named in this application, I certify that I have reviewed all the information provided in this application, and in all accompanying forms, and I hereby attest that the information provided is true and correct to the best of my knowledge as of the date this certification is signed.

| | |
|--|--|
| Printed Name of the Contractor's Authorized Representative: | Dr. Michael Bunch |
| Title of the Contractor's Authorized Representative: | Director Continuous Improvement, State and Feder |
| Signature of the Contractor's Authorized Representative: | |
| Date of Signature: | |

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Section VII – Continued Funding Application Checklist

1. Is the contractor a public or non-public agency?

*The State Administrative Manual defines a **public agency** as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency. A charter school is also a public agency. Any agency that does not meet these criteria is considered a **non-public agency**.*

☒ Public Agency ☐ Non-Public Agency

2. Is the contractor a community college or community college district in California?

☐ Yes ☒ No

3. Is the contractor a local educational agency (LEA)?

☒ Yes ☐ No

Please review your CFA package carefully before submission. Check the boxes below to confirm that each CFA section is complete, and each applicable required attachment is included in the CFA package. Forms for attachment are located on the CDE CFA web page located at <https://www.cde.ca.gov/sp/cd/ci/cfa2526.asp>.

| CFA Section | Check Box |
|--|-------------------------------------|
| Section I – Contractor Information | <input checked="" type="checkbox"/> |
| Section II – Contract and Program Type | <input checked="" type="checkbox"/> |
| Section III – Contractor's Officers and Board of Directors Information | <input checked="" type="checkbox"/> |
| Section IV – Program Narrative | <input checked="" type="checkbox"/> |
| Section V – Subcontract Certification | <input checked="" type="checkbox"/> |
| Section VI – Contractor Certification* | <input checked="" type="checkbox"/> |
| Section VII – CFA Checklist | <input checked="" type="checkbox"/> |

All Sections must be included in the CFA package.

***Requires signature.**

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| Required Attachments | Public Agency | Non-Public Agency | Check Box |
|---|---|---|-------------------------------------|
| CSPP Program Calendar(s) (EED 9730) | Yes | Yes | <input checked="" type="checkbox"/> |
| California Civil Rights Laws Certification (CO-005) | Yes | Yes | <input checked="" type="checkbox"/> |
| Contractor Certification Clauses (CCC) | Yes | Yes | <input checked="" type="checkbox"/> |
| Federal Certification (CO.8) | Yes | Yes | <input checked="" type="checkbox"/> |
| CDMIS Agency Information Certification | Yes | Yes | <input checked="" type="checkbox"/> |
| State of California, Payee Data Record (STD. 204) | No | Yes | <input type="checkbox"/> |
| Payee Data Record Supplement (STD. 205) | No | Required only if payment address differs from mailing address on STD. 204 | <input type="checkbox"/> |
| Secretary of State certification or search results | No | Yes | <input type="checkbox"/> |
| Verification of LEA Name and Address: Information page printed from California School Directory web page or California Community College Chancellor's web page, as applicable | LEAs only | No | <input checked="" type="checkbox"/> |
| Program Narrative Change (EED 3704A) | Required only if requesting changes | Required only if requesting changes | <input type="checkbox"/> |
| Subcontract Certification (EED 3704B) | Required only if subcontracting | Required only if subcontracting | <input type="checkbox"/> |
| Authorizing board resolution, policy, or meeting minutes | Yes | As applicable | <input checked="" type="checkbox"/> |
| Application for License Exemption | Required only from LEAs applying to be exempt from licensure pursuant to <i>Health & Safety Code</i> Section 1596.792(o). | No | <input type="checkbox"/> |



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: September 25, 2024
SUBJECT: **Approve Revised School Site Plan and Budget for George Kelly School for the Remainder of the 2024-2025 School Year**

BACKGROUND: The 2024-2025 School Site Plans and Budgets were approved at the end of the 2023- 2024 school year by the School Board. Previously allocated funds were set aside to provide an additional day of counseling support from Valley Community Counseling Services (VCCS). After the School Site Plans and Budget were approved, the district authorized an extra day of VCCS services. We now propose using the budgeted counseling funds to purchase an English Language Arts (ELA) subscription from IXL. IXL is a digital learning platform that tailors to each student's specific subject, topic, and curriculum needs. It employs real-time diagnostics to evaluate students' skills, identify learning gaps, and offers targeted exercises. Teachers can use IXL to deliver differentiated instruction and monitor student progress throughout the school year.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff, and then approved by the individual School Site Councils during the month of September 2024. This agenda item supports George Kelly's Goal #1: – Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap as well as TUSD's key initiative: implement a multi-tiered system of support for students identified as at-risk.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for George Kelly School for the Remainder of the 2024-2025 School Year.

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



GKS SSC Minutes
September 26, 2024
Teams
3:00 pm – 3:30 pm

Participants:

- Brittani Ryan, Principal
- Tamara Brown, Teacher
- Laura Olson, Teacher
- Liza Ballutay, Para
- Jennie Silcox, Parent
- Jennifer Maamo, Parent
- Evelyn Martinez, Parent

Not in Attendance:

- Sonia Bradley, Parent
- Leah Rodrigues, Parent
- Kyra Finely, Teacher

Minutes:

- **Call to order and roll call of members present:**

Motion to begin the meeting made by Ms. Ryan at 3:01 pm

- **Reading of minutes of last meeting:** NA
- **Committee Reports:** NA
- **Special Orders**

Ms. Ryan reviewed officers and responsibilities.

Ms. Ryan asked for volunteers to be the chairperson, vice chairperson and secretary.

Mrs. Olson volunteered to be the chairperson.

Mrs. Brown volunteered to be the vice chairperson.

Anna Ballutay volunteered to be secretary.

Ms. Ryan asked for questions.

- **Unfinished Business:** NA
- **New Business:**

Ms. Ryan shared information regarding iXL.

Ms. Ryan proposed approval for iXL subscription in ELA.

Ms. Ryan asked if anyone opposes.



iXL subscription for ELA was approved and will be paid for using site budget funds.

Mystery Science was discussed and purchased for 24-25 using site budget funds.

Ms. Ryan discussed and reviewed the family engagement policy and solicited feedback from the committee.

The committee did not have any questions or concerns.

Mrs. Maamo asked if Ms. Ryan can send out the document for further review.

- **Announcements:**

Next meeting will be in October, we will use Roberts rules of order. You can find all the documents on calendar invites.

- **Adjournment:**

Ms. Ryan called to adjourn the meeting at 3:31 pm



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 25, 2024
RE: **Approve a Variable Term Waiver - Certificate of Completion of Staff Development (SDAIE)**

BACKGROUND: For the 2024-2025 school year, the Tracy Unified School District will submit a request for a waiver regarding the Certificate of Completion of Staff Development (SDAIE-Specially Designed Academic Instruction Delivered in English). The Variable Term Waiver will grant educators temporary English Learner Authorization while they complete the necessary requirements as part of their enrollment in a CTC-approved CTE credential program. Furthermore, this waiver will provide employing agencies additional time to fill assignments with individuals who either possess the appropriate credential or qualify under one of the available assignment options.

RATIONALE: Ms. Anica Romo holds a Preliminary CTE credential in Hospitality, Tourism, and Recreation. A Variable Term Waiver is needed to allow Anica time to complete the program requirements and obtain a clear credential which will include the Specially Designated Academic Instruction Delivered in English for English Learners (SDAIE) authorization.

FUNDING: No fiscal impact

RECOMMENDATION: Approve a Variable Term Waiver - Certificate of Completion of Staff Development (SDAIE).

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

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

DECLARATION

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

Anica Romo, Culinary Arts Teacher, Tracy High School

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____