NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
November 12, 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**

AGENDA

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#20, 24/25#22, 24/25#23, 24/25#24, 24/25#25
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.2.2 Reinstatements: AR#24-25/#10, AR#24-25/#11, AR#24-25/#12
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.2.3 Early Graduation: TISCS #10357540, TISCS #10354766, TISCS# 10361947, TISCS #10353085, TISCS #10326316, TISCS #10358412
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.2.4 Approve Funding for Confidential Settlement Agreement
Action: Motion__; Second__. **Vote:** Yes___; No ; Absent __; Abstain ___

3.3 Human Resources:

3.3.1 Consider Unpaid Leave of Absence for Classified Employee #UCL-503
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL-504
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain __
3.3.3 Consider Leave of Absence Request for Certificated Employee #UC-1389 pursuant to Article XX
Action: Motion__; Second__. **Vote:** Yes___; No ; Absent ; Abstain

3.3.4 Consider Modification of Leave of Absence for Certificated Employee #UC-1345, pursuant to Article XX
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent __; Abstain ___
3.3.5 Release Probationary Classified Employee #UCL-505 School Secretary Middle School
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent __; Abstain ___
3.3.6 Release Probationary Classified Employee #UCL-506 Food Service Worker
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent __; Abstain
3.3.7 Consider Public Employee/Employment/Discipline/Dismissal/Release
Government Code §54957
Action: Motion__; Second__. **Vote:** Yes___; No___; Absent___; Abstain ___
3.3.8 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#20, 24/25#22, 24/25#23, 24/25#24,
3.2.1 24/25#25
Action: Motion ____ Second ___. **Vote:** Yes___; No___; Absent___; Abstain ___
6b Report Out of Action Taken on Reinstatements: AR#24-25/#10, AR#24-25/#11,
3.2.2 AR#24-25/#12
Action: **Vote:** Yes___; No___; Absent _; Abstain ___
6c Report Out of Action Taken on Early Graduation: TISCS #10357540, TISCS
3.2.3 #10354766, TISCS#10361947, TISCS #10353085, TISCS #10326316, TISCS #10358412
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6d Report Out of Action Taken on Approve Funding for Confidential Settlement
3.2.4 Agreement
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6e Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.1 Employee #UCL- 503
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6f Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee #UCL- 504
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6g Report Out of Action Taken on Consider Leave of Absence Request for
3.3.3 Certificated Employee #UC-1389 pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6h Report Out of Action Taken on Consider Modification of Leave of Absence for
3.3.4 Certificated Employee #UC-1345, pursuant to Article XX
Action: **Vote:** Yes___; No___; Absent___; Abstain ___
6i Report Out of Action Taken on Release Probationary Classified Confidential
3.3.5 Employee #UCL-505 School Secretary Middle School
Action: **Vote:** Yes___; No___; Absent___; Abstain ___

6j Report Out of Action Taken on Release Probationary Classified Employee
3.3.6 #UCL-506 Food Service Worker
Action: **Vote:** Yes___; No___; Absent ; Abstain ___

7. **Approve Regular Minutes of October 22, 2024** **1-5**
Action: Motion__ ; Second __. **Vote:** Yes __; No __; Absent ___; Abstain _

8. **Student Representative Reports:**
8.1 Tracy High School FFA: Tanner Araujo, Hannah Hamblin
8.2 West High School FFA: Alina Gutierrez, Daniel Vargas

9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
9.1 Recognize the Outstanding Employees of the Fall Term for the 2024-25 School Year **6**
9.2 Hirsch Elementary School
9.3 Monte Vista Middle 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.

10.2 **Educational Services:**
10.2.1 Learning Recovery Educational Block Grant for TUSD and Tracy Charter School

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

12. **PUBLIC HEARING:** None.

13. **Consent Items:** Actions proposed for consent are consistent with the approved practices of the district and are deemed routine in nature. Trustees receive board agenda background information in advance of scheduled meetings and are prepared to vote with knowledge on the consent items.
Action: Motion___; Second___. **Vote:** Yes__; No__; Absent ; Abstain .
Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance received by Tracy Unified.
13.1 **Administrative & Business Services:**
13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **7-9**
13.1.2 Approve Revolving Cash Fund Reports (September 2024) **10-12**
13.1.3 Approve Accounts Payable Warrants (September 2024) (Separate Cover) **13**
13.1.4 Approve Payroll Reports (September 2024) **14-18**
13.1.5 Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year **19-20**

13.1.6	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	**21-22**

13.2 Educational Services:

13.2.1	Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 29-30, 2024	**23**
13.2.2	Approve Agreement for Contract Services Between World of Wonders Science Museum and Villalovoz Elementary School for the 2024-2025 School Year	**24-27**
13.2.3	Approve Agreement for Contract Services Between Quest Science Center and South/West Park Elementary School for the 2024-2025 School Year	**28-31**
13.2.4	Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for the 2024-2025 School Year	**32-37**
13.2.5	Approve and/or Ratify Routine Agreements which meet the Criteria for Placement on the Consent Agenda	**38-39**
13.2.6	Approve Overnight Travel for Tracy High School Grad Night Senior Celebration Event to Disneyland in Anaheim, CA on May 12–13, 2025	**40**
13.2.7	Approve Purchases of Amazon Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant	**41-42**
13.2.8	Approve Purchases of iPad mini and COWs for Bioblitz to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant	**43-44**
13.2.9	Approve Purchases of Lakeshore Magnet Kits to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant	**45-46**
13.2.10	Approve Hirsch Elementary Title I Parent and Family Engagement Policy for the 2024-2025 School Year	**47-52**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	**53-55**
13.3.2	Approve Classified, Certificated, and/or Management Employment	**56-62**
13.3.3	Approve Speech-Language Pathologist Fieldwork with Midwestern University	**63-79**

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

14.1 Administrative & Business Services:

14.1.1	Adopt Revised Board Policy and Administrative Regulation 3311 Bids (First Reading)	**80-92**

Action: Motion___; Second___. **Vote:** Yes ; No : Absent : Abstain__.

14.1.2 Adopt New Board Policy and Administrative Regulation 7214 General Obligation Bonds (First Reading) **93-100**

Action: Motion___; Second___. **Vote:** Yes _; No : Absent : Abstain__.

14.2 Educational Services: None.

14.3 Human Resources:

14.3.1 Adopt Resolution No. 24-08 Authorizing Teachers to Teach Outside Their Credential Authorizations **101-103**

Action: Motion___; Second___. **Vote:** Yes__; No _: Absent ; Abstain .

14.3.2 Approve Revised Job Description for Parent Liaison **104-106**

Action: Motion___; Second___. **Vote:** Yes__; No : Absent__; Abstain__.

14.3.3 Approve the Instructional Calendars for 2025-2026, 2026-2027, 2027-2028 **107-110**

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 December 17, 2024
17.2 January 14, 2025
17.3 January 28, 2025
17.4 February 11, 2025

18. Upcoming Events:

18.1	November 25-29, 2024	No School, Thanksgiving Break
18.2	December 23 – January 3, 2025	No School, Winter Break
18.3	January 20, 2025	No School, Martin Luther King's Birthday
18.4	February 10, 2025	No School, Lincoln's Day

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, October 22, 2024

6:30 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

7:00 PM **5.** President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session:

6a **3.2.1**	Action Taken on 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:	Approved. Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
6b **3.2.2**	Report Out of Action Taken on Reinstatements: AR#24-25/#09
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6c **3.2.3**	Report Out of Action Taken on Board Waivers: WMS#10352821
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6d **3.2.4**	Report Out of Action Taken on Early Graduation: TISCS #10331851, TISCS #10323411, TISCS #1036334, TISCS #10360201, TISCS #10355328, TISCS #10326490
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6e **3.3.1**	Report Out of Action Taken on Consider Paid Leave of Absence for Certificated Employee #UC-1388
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.
6f **3.3.2**	Report Out of Action Taken on Consider Non-renewal of Coach Contracts for Employee #UCL-501
Action:	Approved. **Vote:** Yes-6; No-1 (Silcox); Absent-0.
6g **3.3.3**	Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified Employee #UCL- 502
Action:	Approved. **Vote:** Yes-7; No-0; Absent-0.

Minutes: **7. Approve Regular Minutes of September 24, 2024.**
Action: Silcox, Alexander. **Vote:** Yes-7; No-0; Absent-0.

Audience: Jason Noll, Juan Lopez, Denise Sanchez, Albert Strong, Bob Brownne, Erin Quintana

Student Rep Reports: **8.1 Alternative Education:** Brooke Dunn was not in attendance.

Tracy High: Dayson Balsano shared the events of Tracy High's busy season. This week was homecoming which include the powder puff game, where the seniors won, spirit days, a night rally, the downtown parade, and Friday night football followed by the Hoko dance. Next week, Tracy High has a crosstown football game against Kimball High. The leadership students of both schools are working together to have a Rivalry Week to hype things up and make it fun. Winter sport meetings are underway and the PSATs and SATs are happening soon.

West High: Noah Watkins and Lucia Noor Behnam shared the WHS current events in tandem. The seniors won the annual powder puff game and their homecoming rally had some amazing performances. Pack Fest went extremely well, they look forward to having this again next year. Congratulations were made to the WHS music program which had 12 orchestra members make the 2025 Distinguished San Joaquin County Orchestra team. November 12th is the 9th grade special programs night. The JROTC is hosting a Trunk or Treat this Thursday, October 24th, beginning at 5:00.

Kimball High: As shared by Andrew Henano Megia, counselors have been focusing on providing scholarship opportunities and informational seminars and the PSATs and SATs are sold out. Students are preparing for the academic decathlon, science Olympiad, mathematics competition and their first mock trial. The Medical Academy took a field trip to Jessup University to look at their nursing major. Since the last meeting, boys' football has won 3 out of 4 of their games. In girls flag football, quarter back, Emma Coronado has thrown 6,590 yards and has scored 75 touchdowns placing herself in the top 10 players in California. Candles for Cancer had a fundraiser and raised $205.00 for the St. Baldrick's Foundation, a childhood cancer research charity. Last week was Kimball's homecoming week with skits performed at the night rally and the annual carnival on Friday which was a lot of fun with many vendors. They are also hosting a Trunk or Treat this Friday from 5:00 to 6:00 which is open to the community. The drama students are preparing for their production of The Wizard of Oz, November 7th - 9th.

Recognition & Presentations:

9.1 South West Park Elementary School

Principal Juan Lopez along with Assistant Principal, Denise Sanchez, shared highlights of some of South West Parks accomplishments and continued community involvement. They have earned a gold medal for exhibiting three consecutive years of growth in state testing for Math, ELA, and Science. The ILT team supports their staff and vision by providing professional development to during early release Mondays and STEM and instructional strategy workshops throughout the week. SWP is an active member of the community. Most recently they participated in the Tracy Connects event where students presented STEM projects. SWP has a very active parent club. They've hosted a multicultural fair to celebrate their diversity and held movie and science nights to increase family engagement. This week, 70 parents are graduating from the Parent Institute for Quality Education (PIQE) program.

9.2 Poet Christian Elementary School

Principal Albert Strong shared Poet's progress plan for the school year. Some things have been done differently this year than in the past. They brought the Poet leadership team together to review data from Fastbridge, state testing, and teacher

observations. Together they collaborated and decided center their focus on literacy. A flexible intervention program was implemented where they provide additional help to students on a daily basis. They will review data throughout the year to gauge how they are progressing. Their goals are aligned with the District LCAP and key initiatives.

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

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (August 2024) (Separate Cover)

13.1.2 Approve Payroll Reports (August 2024)

13.1.3 Approve Revolving Cash Fund Reports (August 2024)

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

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

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

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

13.2.3 Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2024-2025 School Year (Separate Cover)

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

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

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

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 1st – 4th, 2025

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

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

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

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

13.2.12 Approve Agreement for Licensing for Magic School AI Platform at Williams Middle School for the 2024-2025 School Year

13.2.13 Ratify Agreement for Contract Services with Kriya Lendzion Substance Use Education for the 2024-2025 School Year

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve Student Teacher Agreement with Humphreys 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 (Second Reading)

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

14.1.2 Adopt Updated Board Policy and Administrative Regulation 3514 Environmental Safety (Second Reading) (Separate Cover)

Action: Adopted as final. Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.

14.1.3 Adopt Updated Board Policy 3540 Transportation (Second Reading)

Action: Adopted as final. Alexander, Fagin. **Vote:** Yes-7; No-0; Absent-0.

14.1.4 Adopt Updated Board Policy and Acknowledge New Administrative Regulation 5143 Insurance (Second Reading)

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

14.1.5 Approve the Agreement for Architectural Services for Various Projects with Studio W Architects (Separate Cover)

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

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

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

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)

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

14.3 Human Resources:

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

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

Board Reports:

Trustee Kahlon congratulated Poet and South West Park for the work they are doing in reading intervention and STEM. She recently attended Tracy Connects and was a homecoming judge for Tracy High; she really enjoyed it. She and Trustee Hawkins are on the planning committee for the LULAC leadership conference this Friday. TUSD has the most students attending this year. Trustee Hoffert thanked those that attended the meeting and Poet and South West Park for the good work they are doing. He is looking forward to attending Kimball High School's upcoming play. Trustee Fagin attended all of the homecoming events. They were very successful; you could see the hard work the students and staff put in. A lot of effort goes into this. Trustee Alexander enjoyed the student and principal reports this evening. Trustee Hawkins expressed that LULAC is an important program, he wishes more could see it. If you have never been to Durham Ferry, this is a great trip for $4^{th}/5^{th}$ graders. He attended with North School. Trustee Silcox thanked the Poet and South West Park principals for their presentations. He knows they work hard. He offered Trustee Abercrombie good luck; he wishes him the best. Trustee Abercrombie thanked the staff for their presentations, as well as Dr. Boswell, Jason Noll and Dr. Pecot for getting the vaping presentation brought to the district. It is unfortunate the turnout wasn't better, but it was well worth the expense. He and some other trustees attended the annual school board dinner. Trustee Abercrombie shared his feelings regarding the state mandated late start for high schools. He doesn't feel tardies have improved and believes students are missing more classes. We need to do what is best for our students. He is encouraging TUSD to move back the start time for high school students.

Superintendent Report:

Dr. Pecot thanked South West Park and Poet Elementary for their presentations and all the work they do every day for the students. The Educator Impact Awards is honoring educators within California's 9th Congressional District. Within Tracy Unified, from North School, Jessica Almaraz has received Counselor of the Year; Bohn Principal, Jacqui Nott, has received Principal of the Year, and Associate Superintendent of Human Resources, Tammy Jalique, has received the Administrator of the Year award. They will be honored tomorrow in Stockton at the CSU Stanislaus campus.

Adjourn: 7:39 PM

_____ _____

Clerk Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 14, 2024
SUBJECT: **Recognize the Outstanding Employees of the Fall Term for the 2024-25 School Year**

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; two classified representatives, and two certificated representatives, review the nominations and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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

FUNDING: There is no fiscal impact.

RECOMMENDATION: Recognize Robert Mate (9-12), Arhgya Chakraverty (6-8), and Julie Cody (K-5) as Outstanding Certificated Employees; Lina Akiki and Nora Torres (9-12), Will Brink (6-8), and Astrid Tamayo (K-5) as Outstanding Classified Employees, and Amanda Bowman as the Outstanding Management Employee of the Fall Term for the 2024-25 school year.

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 1, 2024
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
SUMMARY OF SERVICES
November 12, 2024

A.

Vendor:	Sierra Casework Inc.
Sites:	Various Sites
Item:	Proposal
Services:	Install security swing gates in the main office at various sites.
Cost:	$17,600.00
Project Funding:	General Fund/Fund 14

B.

Vendor:	RJ Flooring
Sites:	Kimball High School
Item:	Proposal
Services:	Install new carpet tile in the library under CMAS Contract.
Cost:	$53,534.65
Project Funding:	General Fund/Fund 14

C.

Vendor:	RJ Flooring
Sites:	Williams Middle School
Item:	Proposal
Services:	Install new carpet tile in the library under CMAS Contract.
Cost:	$39,408.08
Project Funding:	General Fund/Fund 14

D.

Vendor:	Peninsulators
Sites:	Various Sites
Item:	Proposal
Services:	Installation of 206 additional mini blinds.
Cost:	$8,500.00
Project Funding:	FAC/Fund 22

E.

Vendor:	Document Tracking Services (DTS)
Sites:	District-wide
Item:	Yearly Renewal of Usage/Access Agreement
Services:	Yearly renewal of existing Agreement between the Tracy Unified School District, the Tracy Independent Study Charter School (TISCS), and DTS to provide electronic document templates for all TUSD School Plans for Student Achievement (SPSAs), in both English and Spanish, the School Accountability Report Cards (SARCS), and the District Local Control Accountability Plan (LCAP) and any related LCAP Documents, in English and Spanish, which are all mandated and will be posted to the District and school Web-sites in order to meet County, State and Federal compliance requirements. The agreement extends for one (1) Year: 1/1/2025 through 12/31/2026.
Cost:	$4,500.00
Project Funding:	District LCAP Funds

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 28, 2024
SUBJECT: **Approve Revolving Cash Fund Reports (September 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 (September 2024).

Prepared by: Lori Nelson, Director of Financial Services.

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
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

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

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 28, 2024
SUBJECT: **Approve Accounts Payable Warrants (September 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 (September 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: October 28, 2024
SUBJECT: **Approve Payroll Reports (September 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 (September 2024).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 09/10/2024 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	622,440.06	Teachers' Salaries
		1200	298.94	Cert Pupil Support Salaries
		1300	4,392.87	
		1900	7,389.36	
		2100	25,782.35	Instructional Aides' Salaries
		2200	142,705.11	Classified Support Salaries
		2300	409.78	
		2400	27,687.78	Clerical & Office Salaries
		2900	11,135.55	Other Classified Salaries
		Total Labor	**842,241.80**	

Fund	01	SACS Object	Amount	
		3101	103,548.13	STRS On 1000 Salaries
		3202	11,825.90	PERS On 2000 Salaries
		3301	11,513.49	
		3302	13,288.71	
		3501	316.57	State Unemploy On 1000 Salary
		3502	103.50	State Unemploy On 2000 Salary
		3601	10,568.43	Worker'S Comp Ins On 1000 Sal
		3602	3,459.84	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**154,624.57**	

Fund	09	SACS Object	Amount	
		1100	256.52	Teachers' Salaries
		2400	1,195.16	Clerical & Office Salaries
		Total Labor	**1,451.68**	

Fund	09	SACS Object	Amount	
		3101	49.00	STRS On 1000 Salaries
		3202	323.29	PERS On 2000 Salaries
		3301	3.72	
		3302	91.43	
		3501	0.13	State Unemploy On 1000 Salary
		3502	0.60	State Unemploy On 2000 Salary
		3601	4.27	Worker'S Comp Ins On 1000 Sal
		3602	19.91	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**492.35**	

Fund	11	SACS Object	Amount	
		1100	6,048.48	Teachers' Salaries
		1200	298.94	Cert Pupil Support Salaries
		2100	1,804.42	Instructional Aides' Salaries
		2400	5,084.74	Clerical & Office Salaries
		Total Labor	**13,236.58**	

Fund	11	SACS Object	Amount	
		3101	1,167.87	STRS On 1000 Salaries
		3202	818.16	PERS On 2000 Salaries
		3301	92.04	
		3302	527.01	
		3501	3.18	State Unemploy On 1000 Salary
		3502	3.44	State Unemploy On 2000 Salary
		3601	105.78	Worker'S Comp Ins On 1000 Sal

3602	114.73	Worker'S Comp Ins On 2000 Sal
Total Contributions	**2,832.15**	

Fund 12	SACS Object	Amount	
	1100	233.20	Teachers' Salaries
	2100	8,265.52	Instructional Aides' Salaries
	2400	837.90	Clerical & Office Salaries
	Total Labor	**9,336.62**	

Fund 12	SACS Object	Amount	
	3102	61.42	STRS On 2000 Salaries
	3202	1,590.54	PERS On 2000 Salaries
	3301	17.84	
	3302	587.37	
	3501	0.12	State Unemploy On 1000 Salary
	3502	4.57	State Unemploy On 2000 Salary
	3601	3.88	Worker'S Comp Ins On 1000 Sal
	3602	151.63	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**2,417.37**	

Fund 13	SACS Object	Amount	
	2200	24,642.23	Classified Support Salaries
	Total Labor	**24,642.23**	

Fund 13	SACS Object	Amount	
	3202	4,797.27	PERS On 2000 Salaries
	3302	1,711.63	
	3502	12.37	State Unemploy On 2000 Salary
	3602	410.42	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**6,931.69**	

Pay Date 09/30/2024 **Fund 01**

LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	5,713,649.09	Teachers' Salaries
		1200	718,884.61	Cert Pupil Support Salaries
		1300	708,315.44	Cert Suprvsrs' & Admins' Sal
		1900	193,063.35	Other Certificated Salaries
		2100	732,671.38	Instructional Aides' Salaries
		2200	1,189,278.77	Classified Support Salaries
		2300	294,511.14	Class Suprvsrs' & Admins' Sal
		2400	630,087.68	Clerical & Office Salaries
		2900	50,787.85	Other Classified Salaries
		Total Labor	**10,231,249.31**	

Fund	01	SACS Object	Amount	
		3101	1,346,360.12	STRS On 1000 Salaries
		3102	13,428.61	STRS On 2000 Salaries
		3201	77,496.18	PERS On 1000 Salaries
		3202	750,521.58	PERS On 2000 Salaries
		3301	116,463.14	
		3302	209,659.70	
		3401	628,522.65	
		3402	341,937.77	
		3501	3,667.22	State Unemploy On 1000 Salary
		3502	1,447.48	State Unemploy On 2000 Salary
		3601	122,153.89	Worker'S Comp Ins On 1000 Sal
		3602	48,257.88	Worker'S Comp Ins On 2000 Sal
		3701	67,332.71	
		3702	27,124.06	
		3901	164.36	
		Total Contributions	**3,754,537.35**	

Fund	09	SACS Object	Amount	
		1100	177,520.43	Teachers' Salaries
		1200	11,798.12	Cert Pupil Support Salaries
		1300	11,233.18	Cert Suprvsrs' & Admins' Sal
		2400	14,941.63	Clerical & Office Salaries
		Total Labor	**215,493.36**	

Fund	09	SACS Object	Amount	
		3101	38,305.39	STRS On 1000 Salaries
		3202	4,041.70	PERS On 2000 Salaries
		3301	2,723.61	
		3302	1,115.77	
		3401	15,088.38	
		3402	2,179.40	
		3501	100.30	State Unemploy On 1000 Salary
		3502	7.47	State Unemploy On 2000 Salary
		3601	3,340.39	Worker'S Comp Ins On 1000 Sal
		3602	248.87	Worker'S Comp Ins On 2000 Sal
		Total Contributions	**67,151.28**	

Fund	11	SACS Object	Amount	
		1100	29,474.43	Teachers' Salaries
		1200	9,399.14	Cert Pupil Support Salaries
		1300	13,059.82	Cert Suprvsrs' & Admins' Sal
		2100	4,956.82	Instructional Aides' Salaries

2400	10,576.76	Clerical & Office Salaries
Total Labor	**67,466.97**	

Fund 11	SACS Object	Amount	
	3101	9,919.29	STRS On 1000 Salaries
	3202	4,201.82	PERS On 2000 Salaries
	3301	714.44	
	3302	1,132.57	
	3401	3,686.24	
	3402	2,703.32	
	3501	25.96	State Unemploy On 1000 Salary
	3502	7.75	State Unemploy On 2000 Salary
	3601	865.02	Worker'S Comp Ins On 1000 Sal
	3602	258.72	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**23,515.13**	

Fund 12	SACS Object	Amount	
	2100	43,458.04	Instructional Aides' Salaries
	2300	3,051.41	Class Suprvsrs' & Admins' Sal
	2400	1,884.73	Clerical & Office Salaries
	Total Labor	**48,394.18**	

Fund 12	SACS Object	Amount	
	3102	599.90	STRS On 2000 Salaries
	3202	9,981.05	PERS On 2000 Salaries
	3302	3,153.83	
	3402	2,496.47	
	3502	24.19	State Unemploy On 2000 Salary
	3602	806.08	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**17,061.52**	

Fund 13	SACS Object	Amount	
	2200	205,863.67	Classified Support Salaries
	2300	49,819.65	Class Suprvsrs' & Admins' Sal
	2400	20,111.62	Clerical & Office Salaries
	Total Labor	**275,794.94**	

Fund 13	SACS Object	Amount	
	3202	67,974.54	PERS On 2000 Salaries
	3302	20,029.28	
	3402	21,284.49	
	3502	137.92	State Unemploy On 2000 Salary
	3602	4,593.67	Worker'S Comp Ins On 2000 Sal
	Total Contributions	**114,019.90**	

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 29, 2024
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year**

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

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

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

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

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

2024/2025 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	*Approved*	*Current*
Bohn PTO	*Approved*	*Current*
Freiler Staff Parent Association	*Approved*	*Current*
George Kelly Parent Faculty Alliance	*Approved*	*Current*
Hirsch PTO	*Approved*	*Current*
Jacobson Staff Parent Association	*Approved*	*Current*
Kimball High Music Booster Club	*Approved*	*Current*
Kimball High PTSA	*Approved*	*Current*
Neylan Theatre Booster Club	*Approved*	*Current*
North School Parent Club	*Recommended for approval*	*Current*
Poet Christian PTSA	*Approved*	*Current*
South/West Park Parent Club	*Approved*	*Current*
Tracy High Baseball Booster Club	*Approved*	*Current*
Tracy High Cheer and Dance Booster Club	*Approved*	*Current*
Tracy High Football Booster Club	*Approved*	*Current*
Tracy High Girls Basketball Booster Club	*Approved*	*Current*
Tracy High Softball Booster Club	*Approved*	*Current*
Tracy High Volleyball Booster Club	*Approved*	*Current*
West High Home Field Advantage	*Approved*	*Current*
West High Music Booster Club	*Approved*	*Current*

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 1, 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: $25,000.00 (Check #5342) designated for Roger Traina Scholarship.

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

1. Donation from Jennifer Allen: $2,000.00 (Check #1718) money will go towards new uniforms for the Cross Country Team.

Donation received by Tracy Unified School District/District Office:

1. Donation from American Heart Association: $1,500.00 (Check #889725) money will go to cover cost of one AED at Freiler.

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.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 18, 2024
SUBJECT: **Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 29-30, 2024**

BACKGROUND: The West High School Cross Country Team would like to attend CIF State Cross Country Championships. The trip consists of approximately 6 students and 2 advisors (Coach Williams & Coach Hupman) to attend Woodward Park in Fresno, CA. Students and advisors will travel via District vans. The students and advisors will be staying at Sonesta ES Suites in Fresno, CA.

RATIONALE: The opportunity to participate in a 1-day CIF State Cross Country Championship will provide the student-athletes a chance to compete at the highest state level and the possibility to achieve a collegiate athletic scholarship. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The cost for hotel accommodations; $1,200.00, depending on how many that will qualify (Maximum 4 rooms for 1 night), Lunches/Dinners $400.00 will be funded through the West High School ASB Athletics in the maximum amount of $1,600.00. Miscellaneous items $150.00 will be funded by Home Field Advantage.

RECOMMENDATION: Approve Agreement for Overnight Travel for the West High School Cross Country Team and Advisors to Attend CIF State Cross Country Championships at Woodward Park in Fresno, CA on November 29-30, 2024.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 25, 2024
SUBJECT: **Approve Agreement for Contract Services Between World of Wonders Science Museum and Villalovoz Elementary School for the 2024-2025 School Year**

BACKGROUND: Villalovoz Elementary School is part of the PreK-12 AdvanceSTEM Grant. We want to bring the World of Wonders Science Museum on Wheels to our school to have students engage in standards-based, hands-on science education for elementary students to enrich our STEM units and spark our students' curiosity about the world around them. During a WOW Field Study Trip, WOW educators will engage in science experiences and design challenges for each grade level based on targeted Next Generation Science Standards.

RATIONALE: STEM field experiences and enrichment opportunities are no longer limited to traditional science experiments. STEM in-house field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: Presentation, materials, and transportation fees will be a total of $5,000. This amount will be paid from Site Title I Categorical Funds, goal 1a10.

RECOMMENDATION: Approve Agreement for Special Contract Services with World of Wonders Science Museum and Villalovoz Elementary School for the 2024-2025 School Year.

Prepared by: Marji Baumann, Principal, Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and World of Wonder Science Museum, 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: World of Wonders is to offer hands-on, science based exhibits and programs for Villalovoz Elementary students.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 ( ) [ ] **HOURS** [✔] **DAYS**, under the terms of this agreement at the following location Villalovoz 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 $5,000 per [ ] **HOUR** [ ] **DAY** [✔] **FLAT RATE**, not to exceed a total of $5,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

   b. District [ ] **SHALL** [✔] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed $0 for the term of this agreement.

   c. District shall make payment on a [✔] **MONTHLY PROGRESS BASIS** [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on November 15, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. Contractor shall contact the District's designee, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide 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:

[signature] 10.23.24	
Contractor Signature Title	Tracy Unified School District
20-3075595	
IRS Identification Number	Date
Education Coordinator	
Title	Account Number to be Charged
2N. Sacramento St.	
Address	Department/Site Approval
Lodi, CA 95240	
	Budget Approval
	Date Approved by the Board

Rev. 10.28.15

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 28, 2024
SUBJECT: **Approve Agreement for Contract Services Between Quest Science Center and South/West Park Elementary School for the 2024-2025 School Year**

BACKGROUND: The mission of Quest Science Center in Livermore CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment. Quest Science Center aims to contribute to a community where science is embedded and celebrated by all.

RATIONALE: This is an extended learning opportunity that aligns with the district's focus on STEM education as well as SWP's goal to prepare all students to be well-rounded individuals with the knowledge and skills to pursue collage and career. The projected outcome is to provide a dedicated space for hands-on, interactive science technology experiences that complement the District's STEM curriculum. We hope that through the collaboration with Quest Science Center we foster a deeper connection between students, families, and our community with the world of science. It will provide a unique opportunity for families to actively participate in STEM related activities.

FUNDING: The cost, not to exceed $2,000.00, will be paid for through our RS 0709 funds.

RECOMMENDATION: Approve Agreement for Contract Services between Quest Science Center and South/West Park Elementary School for the 2024-2025 School Year.

PREPARED BY: Juan Lopez, South/West Park Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Quest Science Center, 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: Quest Science Center will bring their Engineering Exploration stations. This includes all science materials where students and families can engage in and experience different hands on science activities at South/West Park Elementary. Scheduled for Friday November 15, 2024.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3.5 ( ) [x] **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location South/West Park Elementary.

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

   a. District shall pay $2,000.00 per [ ] **HOUR** [ ] **DAY** [x] **FLAT RATE**, not to exceed a total of $2,000.00. 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 [ ] **MONTHLY PROGRESS BASIS** [x] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on November 15, 2024, and shall terminate on November 15, 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, Juan Lopez, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.

   a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars ($1,000,000.00) combined single limit per occurrence; two million dollars ($2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.

   b. Contractor **[ ] WILL [X] WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars ($1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

   Contractor agrees to hold harmless and to indemnify District for:

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

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

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

10. Contractor certifies that his or her current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

11. District shall become the owner of, and entitled to, exclusive possession of all records, documents, graphs, photographic or other reproductions of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of the District. Proprietary materials will be exempted from this clause.

12. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.

13. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

14. Contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

AGREED:

Contractor Signature Title	Tracy Unified School District
TAX ID# 82-4865787	
IRS Identification Number	Date
Quest Science Center	
Title	Account Number to be Charged
P.O.Box 2129	
Address	Department/Site Approval
Livermore, CA 94551	
	Budget Approval
	Date Approved by the Board

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 29, 2024
SUBJECT: **Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract for an Independent Education Evaluation (IEE) Assessment with Speech Therapy and Accent Group. The Assessment will be conducted per the San Joaquin County SELPA IEE process. 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 compliance with the statutory timelines.

RATIONALE: Tracy Unified School District must offer a continuum of service, including IEEs as 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 $3,250.00 for the 2024-2025 regular school year. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with Speech Therapy & Accent Group for an Independent Education Evaluation (IEE) Assessment for the 2024-2025 School Year.

Prepared by: Jason Davis, Special Education Director.

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 Speech Therapy and Accent Group, 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 (IEE) for TUSD student(s) for speech.

   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 60 days ( ) [ ] **HOURS** [✔] **DAYS**, under the terms of this agreement at the following location District/Provider Location.

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

   a. District shall pay $3,250.00 per [ ] **HOUR** [ ] **DAY** [✔] **FLAT RATE**, not to exceed a total of $3,250.00. 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 October 30th, 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:

E A Perry — Director, STAG
Contractor Signature — Title

83-3419795
IRS Identification Number

Director, STAG
Title

6161 Skylinks Ct.
Address

Livermore, CA 94551

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Rev. 10.28.15

Docusign Envelope ID: 15855640-2089-439A-8124-E8A1D97E4290

Tracy Unified School District

Waiver of Liability Agreement – IEE Insurance Policy

THIS WAIVER OF LIABILITY AGREEMENT ("Agreement") for Independent Educational Evaluation Assessments ("IEEs") is made and entered by and between [redacted] and [redacted] ("Parents") and Tracy Unified School District ("District") on the date signed by Parent below.

1. Purpose of the Agreement. Typically, Parents may select any assessor to conduct the agreed-upon IEE(s) so long as the assessor meets the District's special education local plan area ("SELPA") criteria. The criteria under which an IEE is obtained at public expense, pursuant to the District's contracting and insurance policies, requires IEE providers to carry certain amounts and types of coverage, including, but not limited to, Sexual Assault Molestation (SAM) coverage, and Comprehensive General Liability coverage. This agreement is entered into for the purpose of waiving the District's liability should Parent choose to contract with an IEE assessor who does not carry the required insurance limits.

2. Parties. For purposes of this agreement, Parent agrees to waive, and otherwise indemnify the District, as laid out below, for any claims relating to IEE(s) funded by the District and to be conducted by Elizabeth Perry of Speech Therapy and Accent Group inc. ("IEE assessor"), in the area(s) of Speech and Language assessment.

3. Selection of Independent Assessor. Parent acknowledges they alone have selected the independent assessor listed above. Parents understand and acknowledge that the District has no responsibility or control over any assessor who conducts an IEE(s), including when and how the IEE(s) assessor(s) completes the IEE(s). The District does not assume any responsibility for any IEE assessor through this Agreement. While the District agrees to fund the IEE(s), it is the responsibility of Parent to initiate the IEE(s) and make [redacted] (Student) available for the IEE(s). Parent understands that they are responsible for any other costs associated with the IEE(s), if any. Parent hereby consents to the District and the IEE(s) assessor(s) exchanging information about Student for purposes of implementing this Agreement, and Parents agree to sign any releases of information or other forms necessary to allow for such exchange of information pursuant to this Agreement. The District makes no warranty as to the appropriateness, adequacy, or fitness of any IEE(s) funded through this Paragraph.

4. Assumption of Risks. Parent acknowledges that their chosen assessor, as identified above, does not hold the requisite insurance limits as required by the District. Parent agrees that Parent's decision to use an assessor whose insurance coverage is below the District's required amounts is voluntary and of Parent's own free will. Parent understands, acknowledges, and accepts any and all risks, both known or unknown, of the decision to contract with an IEE assessor who does not carry the requisite insurance limits. Parent understands that neither they, nor the selected IEE assessor, will be covered by any of District's liability insurance coverage.

5. Waiver and Release of Claims. In consideration of the District providing Parent with the requisite funding for the IEE(s), Parent, on behalf of themselves and [redacted] (Student), agrees and acknowledges that Parent, Student, and Parent's duly authorized representatives hereby release, waive, and discharge from liability, and promise not to sue the District, its officers, employees, representatives, agents, and volunteers (collectively, "District Parties"), for any and all claims, whether such claims are based on District's negligence or not, resulting in any physical or psychological injury, illness, damages, economic or property loss arising directly or indirectly from the IEE assessment(s) listed herein. Parents, on behalf of themselves and Student, also agree

Docusign Envelope ID: 15855640-2089-439A-8124-E8A1D97E4290

to waive all claims, rights, demands, and causes of action regarding Student's education including those arising under the IDEA, Section 504 of the Rehabilitation Act, 42 U.S. Code § 1983, the Americans with Disabilities Act and all federal and state laws governing the District's obligations to Student that they have or may have had against the District or any District Parties, as related to the IEE assessment(s) listed herein. Parents certify and acknowledge that they understand the implications of such waiver.

6. Hold Harmless and Indemnification. To the fullest extent permitted by law, Parent shall hold the District and District Parties harmless from any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, that may occur as a result of the IEE process or pursuant to this agreement. This indemnity obligation shall survive the termination or completion of the IEE(s).

7. Severability. Parent further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid or unenforceable, it is agreed that the remaining terms shall continue in full legal force and effect.

8. Acknowledgement or Understanding. By signing this Agreement, Parent acknowledges and certifies that (a) Parent has read and understands the terms and conditions of this Agreement, and (b) Parent understands the legal consequences of entering into this Agreement, including releasing the District from all liability, promising not to sue the District, and assuming all known and unknown risks of participating in the IEE assessment with an underinsured assessor. Parent further agrees that they are signing this Agreement freely and voluntarily, and intends that this Agreement be a complete and unconditional release of all liability to the greatest extent allowed by law.

Parent acknowledges the requirements in this Agreement and agrees to be bound by them.

AGREEMENT

The Parties' signatures below acknowledge their acceptance and agreement to all of the provisions of this Agreement.

Dated: 10/25/2024 [redacted]
Parent, on behalf of Student

Dated: _____
Parent, on behalf of Student

Dated: _____
Jason Davis, Director of Special Education
Tracy Unified School District

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Assoc Supt of Educational Services
DATE: October 22, 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
November 12, 2024
SUMMARY OF SERVICES

A.	Vendor:	School Innovations & Achievement for Behavior Alert System
	Sites:	Ed Services Department
	Services:	Providing an Electronic Notification System that will notify Teachers weekly if any of their students have committed any acts described in ED code 49079. This is a three-year contract which expires on June 30, 2025.
	Cost:	$21,200.00
	Funding Source:	General Funds

B.	Vendor:	Vista Higher Learning
	Sites:	Ed Services Department
	Services:	Providing Support to Newcomers.
	Cost:	$4,695.29
	Funding Source:	Title 3 Immigrant Funds

C.	Vendor:	West High Black Students of California Leadership Conference
	Sites:	West High School
	Services:	Approve Overnight Travel for WHS BSU Club and Advisors to attend BSCU Leadership conference in Riverside, March 7-9 2025. Previously approved at 9.24.24 Board Meeting in the amount of $3,900. Total cost has changed to: $6,348.10. Hotel for 3 students and 2 advisor rooms is: $1,600.00, Transportation, $760.00, meals: $476.10, registration fee: $2,250.00, and misc. expenses: $500.00.
	Cost:	$6,348.10
	Funding Source:	Merrill F. West High BSU, ASB account and Sponsorships.

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 30, 2024
SUBJECT: **Approve Overnight Travel for Tracy High School Grad Night Senior Celebration Event to Disneyland in Anaheim, CA on May 12–13, 2025**

BACKGROUND: Tracy High School (THS) will be traveling to Disneyland in Anaheim on May 12-13, 2025, for Grad Night. This event is an optional senior activity for seniors to take part in the celebration of their accomplishments. THS will travel by charter bus and will be taking their own students (approximately 200) and ten chaperones (advisors and administrators).

RATIONALE: Self-registered high school students at THS will celebrate their accomplishments at the Grad Night event in Disneyland with their peers. 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. Through this senior activity, students have the option to celebrate one another's accomplishments and foster relationships with their peers and chaperones.

FUNDING: Students will individually fund the trip by making payment to the travel company, World Strides. Additional meals throughout the duration of the trip will be an individual responsibility of each student.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Grad Night Senior Celebration Event to Disneyland in Anaheim, CA on May 12–13, 2025.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 29, 2024
SUBJECT: **Approve Purchases of Amazon Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. The implementation of STEM in TUSD Boys and Girls Club of Tracy ensures every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students engaged in STEM learning. Snap Circuits Jr. is an engaging educational kit that allows students aged 8 and above to explore electronics through hands-on projects. With over 100 projects available, students can easily snap together colorful components without the need for tools, learning about circuits, current, and resistance in a fun and interactive way. The kit promotes STEM education by encouraging problem-solving and critical thinking skills.

Makey is an innovative invention kit that enables users to turn everyday objects into touchpads, allowing them to control computers and create interactive projects. Each kit includes 12 sets of connectors, making it ideal for collaborative learning experiences where students can experiment with technology and creativity.

Magnatiles are magnetic building tiles that promote spatial reasoning and creativity in young learners. The 100-piece kit allows students to construct various structures while exploring concepts of geometry and engineering. Together, these materials provide a comprehensive STEM learning experience that fosters curiosity, collaboration, and hands-on exploration in the classroom.

RATIONALE: This contract ensures that all TUSD Boys and Girls Club students are provided the option to access hands-on learning in STEAM (Science, Technology, Engineering, Arts, and Mathematics) for various age groups.

This contract ensures that all TUSD Boys and Girls Club students are provided with enriching STEM experiences in after-school programs through a disguised learning approach.

This Agenda item is part of the purchasing materials and associated training to provide enhanced STEM education to TUSD students through the TUSD/ Boys and Girls After-School programs ELOP Grant.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost for the purchasing of materials is $31,952.46 and will be paid out of the ELOP Grant Funds.

RECOMMENDATION: Approve Purchase of Amazon Materials to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 29, 2024
SUBJECT: **Approve Purchases of iPad mini and COWs for Bioblitz to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. The implementation of STEM in TUSD Boys and Girls Club of Tracy ensures every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students engaged in STEM learning. The proposed purchase of iPad Minis and Chargers on Wheels (COWs) aims to enhance the Bioblitz program by providing students with advanced technology for field data collection and analysis. The iPad Mini, known for its portability and powerful A15 Bionic chip, offers a user-friendly interface that supports various educational apps, including those for environmental monitoring and data visualization. This compact device allows students to easily capture images, record observations, and engage in interactive learning experiences outdoors. Additionally, the COWs will facilitate efficient charging and storage of the iPads, ensuring that devices are always ready for use during field activities. Together, these resources will significantly enrich the STEM learning experience, fostering hands-on exploration and collaboration among students in the Bioblitz program.

RATIONALE: This contract ensures that all TUSD Boys and Girls Club students are provided the option to access hands-on learning in STEAM (Science, Technology, Engineering, Arts, and Mathematics) for various age groups.

This contract ensures that all TUSD Boys and Girls Club students are provided with enriching STEM experiences in after-school programs through a disguised learning approach.

This Agenda item is part of purchasing materials and associated trainings to provide enhanced STEM education to TUSD students through the TUSD/ Boys and Girls After-School programs ELOP Grant.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost for the purchasing of materials is $65,879.94 and will be paid out of the ELOP Grant Funds.

RECOMMENDATION: Approve Purchase of iPad Mini and COWs for Bioblitz to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 29, 2024
SUBJECT: **Approve Purchases of Lakeshore Magnet Kits to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant**

BACKGROUND: The expanded Learning Opportunities Program (ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after-school and intersessional expanded learning opportunities – California Ed. Code (EX) Section 46120. The implementation of STEM in TUSD Boys and Girls Club of Tracy ensures every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students engaged in STEM learning. Lakeshore Learning's magnetic kits are innovative STEM learning materials designed to engage elementary students in hands-on exploration of scientific and engineering concepts. These kits utilize magnetic components that allow for easy manipulation and experimentation, fostering skills such as problem-solving, critical thinking, and collaboration. With activities like building roller coasters and creating gear systems, students enhance their understanding of physics and engineering principles while developing fine motor skills. Aligned with educational standards, these versatile kits are ideal for classroom settings and promote an interactive learning environment that inspires curiosity and creativity in young learners.

RATIONALE: This contract ensures that all TUSD Boys and Girls Club students are provided the option to access hands-on learning in STEAM (Science, Technology, Engineering, Arts, and Mathematics) for various age groups.

This contract ensures that all TUSD Boys and Girls Club students are provided with enriching STEM experiences in after-school programs through a disguised learning approach.

This Agenda item is part of purchasing materials and associated trainings to provide enhanced STEM education to TUSD students through the TUSD/ Boys and Girls After-School programs ELOP Grant.

This Agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost for the purchasing of materials is $21,431,12 and will be paid out of the ELOP Grant Funds.

RECOMMENDATION: Approve Purchase of Lakeshore Magnet Kits to Provide Enhanced STEM Education to TUSD Students Through the TUSD/Boys and Girls Clubs After-school Programs ELOP Grant.

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

TRACY
UNIFIED SCHOOL DISTRICT

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Dr. Zachary Boswell, Associate Superintendent of Educational Services
DATE: October 30, 2024
SUBJECT: **Approve Hirsch Elementary Title I Parent and Family Engagement Policy 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 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

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

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

RECOMMENDATION: Approve Hirsch Elementary Title I Parent and Family Engagement Policy for the 2024-2025 School Year.

Prepared by: Elisavet Barajas, Hirsch Elementary School Principal.

Wanda Hirsch Elementary

Home of the Patriots

1280 Dove Drive, Tracy, CA 95376

(209) 830-3312 Fax (209) 830-3313

Elisavet Barajas, Principal
ebarajas@tusd.net

Sophy Reese, Assistant Principal
sreese@tusd.net

Title I: Parent and Family Engagement Policy *2024-2025*

Wanda Hirsch Elementary School, with parents and family members, has jointly developed, mutually agreed upon, and distributed to, parents and family members of participating children in Title I, Part A programs the following requirements as outlined in ESSA sections 1116(b) and (c).

At Wanda Hirsch Elementary we believe that a partnership must exist between our parents and our school. We promote positive communication between the school and our students' homes. Wanda Hirsch Elementary School provides a variety of opportunities for parents to be involved in activities supporting our school. This policy is available to parents of all students by way of the school's website and is reviewed annually at our first School Site Council which is a public meeting open to all parents. This policy describes the means for carrying out the Title 1 involvement requirements.

It is our goal to provide an atmosphere where parents are able to express their views and to assist in problem solving. We want parents to understand that we view them as joint policy and decision makers and plan to emphasize their roles as advocates. The following is a list of services and activities to promote parental involvement and provide additional support for student learning:

1. **School staff will use a variety of communication strategies to provide additional information to parents and to increase parental involvement in supporting classroom instruction(s).**
    - Hirsch Elementary School will send home monthly newsletters with communication regarding important upcoming dates, events, parent engagement opportunities, and information regarding school policies.
    - Hirsch Elementary School will use our website to keep parents up to date on school events, such as back to school night and open house.
    - Parents may use telephone or email to communicate with members of the school staff.
    - Parents can access their child's current progress and grades on Aeries.
    - Teachers will routinely contact parents on an individual basis to communicate about their child's progress via notes, agendas, phone calls, Parent Square, and e-mails.
    - Assignments will be posted into Aeries gradebook at a minimum of every two weeks.
    - The school will provide parents with printed report cards every trimester upon request.
    - Many teachers will routinely send classroom newsletters with pertinent information and upcoming classroom and school events.
    - The school will also use the school Facebook page to communicate.

- Notices for special events, workshops and classes will be sent home with students and posted on Parent Square.
- Hirsch Elementary School will use the student handbook, the school website, Back to School Night and meetings to share about school activities and policies.

2. **The school will hold parent meetings, conferences, and activities regularly throughout the year to increase parental involvement and build staff capacity to engage in these types of efforts.**
    - The Hirsch parent liaison will host meetings that will include parent training sessions to help parents understand how to enhance their child's education.
    - These activities will include events like family STEM night. This provides an opportunity for parents and their child to experience the school situation in a positive and helpful manner while school staff may provide any needed assistance or encouragement.
    - Outside speakers will provide parents with more information concerning ways to make their child's academic and social life more successful (Parent Café)
    - Teachers will hold conferences individually with parents of children in their classrooms. Parents will be given a summary of the student's test scores, standards and an explanation of the interventions that teachers are using to assist the child in reaching achievement goals. Parents will be asked to engage in discussion of how they can support these efforts.
    - The school will engage parents in the following types of roles and activities to increase their involvement and support for student learning:
        - Classroom volunteers
        - Event Volunteers
        - Field trip volunteers
        - Family Fun Nights
        - Halloween Trunk or Treat
        - Parent Cafe
        - Holiday Activities
        - Book Fairs
        - Back to School Night
        - Family STEM Night
        - Parent education workshops
        - Award presentation assemblies
        - Open House
        - D.A.R.E. graduation
        - Various committees
        - Boys and Girls Club Family Nights

3. **The school will provide information to parents about volunteer opportunities.**
    - Hirsch Elementary School will provide opportunities for parents and community members to support the instructional program through activities such as field trip volunteers, classroom helpers, etc.

- Teachers will explain the requirements to parents and encourage them to become involved in the school. Brief training sessions will provide parents and community members with the information they need to participate as school volunteers in order to put them at ease and make the experience pleasant and successful.

4. **The school will work with parents to create a School-Parent-Student Compact.**
    - School staff, parents, and students have a school-parent-student compact. This compact will outline how parents, school staff, and students share 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 academic standards. All stakeholders will sign the compact.

5. **The school will provide an opportunity for parents to engage in decision-making processes in regarding the school's Title I, Part A program.**
    - Hirsch Elementary School will involve parents on school improvement planning committees. To support this process, the school will offer both school staff and parents training on how to contribute to this process in a meaningful way (School Site Council, English Learners Advisory Committee).
    - Hirsch Elementary School will engage parents in decisions about the allocation of its Title I, Part A funds for parental involvement (School Site Council, English Language Learners).

6. **The school will provide a parent resource center for parents.**
    - Parents may check out materials, use the computer to check grades, and visit educational websites. Parents are encouraged to view the Title I Plan located in the parent resource center or media center. A suggestion sheet will also be available for parental input.

7. **The school will engage parents in an evaluation of parental involvement efforts.**
    - The school will engage parents in the annual evaluation of the Title I, Part A program's parental involvement efforts through an annual evaluation using a survey filled out by teachers, parents, and school staff. The School Site Committee, made up of teachers, parents, and school staff, will determine the effectiveness of the parental involvement plan and make changes if warranted. While collecting evidence about satisfaction with the program, the school's efforts to increase parental involvement will be a part of the evaluation. The survey will also collect specific information on the (1) growth in numbers of parents participating in workshops and meetings; (2) specific needs of parents; (3) effectiveness of specific strategies; and (4) engagement of parents in activities to support student academic growth.

- Parents are encouraged to attend a variety of school committees including School Ste Council, English Learner Advisory Committee, family events, and family education nights.

8. Building Capacity for Involvement

- Hirsch Elementary School engages Title 1 parents in meaningful interactions with the school. It supports a partnership among staff, parents, and the community to improve student academic achievement.

9. Accessibility

- Hirsch Elementary School provides opportunities for the participation of all Title 1 parents, including parents with limited English proficiency, parents with disabilities, and parents of migrant students. Information and school reports are provided in the format and language the parents understand. All written communication, such as the flyers, surveys, and oral communications, such as committee meetings and the phone dialing system, are provided in both English and Spanish.

10. When is the policy reviewed?

- The Parent Involvement Policy is reviewed annually (in October/November) at the beginning of the school year with School Site Council and ELAC committee.
- This 2024-2025 Parent Involvement Policy was reviewed and approved at Hirsch's School Site Council Meeting on October 15, 2024.

This Title I Parental Involvement Plan was adopted by the SSC at a public meeting on:

October 15, 2024.

Attested:

Elisavet Barajas		10/15/24
Print name of school principal	Signature of school principal	Date

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

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

BACKGROUND: **MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Ramirez, Julie Program Administrator for Special Education	DEC	12/31/2024	Personal

BACKGROUND: **CERTIFICATED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Meador, Galen Teacher	WHS	10/20/2024	Personal
Robinson, Paige Teacher	AFS	10/27/2024	Accepted Position

BACKGROUND: **CLASSIFIED RETIREMENT**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Miller-Singh, Sharon IEP Para Educator I	WHS	11/1/2024	Personal

Ontiveros, Eusebio Utility Person II	SWP/MOT	12/30/2024	Personal

BACKGROUND: **CLASSIFIED RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Brink, William ISET Technician I	ISET	07/14/2024	Accepted Position
Davi, Maureen IEP Para Educator	VES	08/01/2024	Accepted Position
Gardea, Julia Food Service Worker I	BES	08/01/2024	Accepted Position
Gaudreau, Jennifer Food Service Worker I	Stein	03/17/2024	Accepted Position
Hallman, Jessica Library Technician	CES	02/04/2024	Accepted Position
Hallman, Jessica Para Educator I	TAS	08/01/2024	Accepted Position
Laia, Rayeil K-8 Library Technician	CES	10/4/2024	Personal
Manzo, Maribel Clerk Typist II	Stein	07/22/2024	Accepted Position
Pouliot, Tiffany Career Education Technician	KHS	07/17/2024	Accepted Position
Quintanilla, Laurie Food Service Worker I	FES	10/31/2024	Accepted Position
Seyller, Romelia Food Service Worker I	PCS	08/01/2024	Accepted Position
Singca, Joan IEP Para Educator I	TISCS	10/31/2024	Personal
Ventura, Edgar Utility Person II	MOT	12/30/2024	Personal

Wasiq, Masuma IEP Para Educator I	TISCS	10/16/2024	Personal
Zaveri, Nency School Supervision Assistant	HES	10/27/2024	Accepted Position

BACKGROUND: **COACH RESIGNATION**

NAME/TITLE	SITE	EFFECTIVE DATE	REASON
Aguilera, Michael Boys' Varsity Soccer	THS	9/16/24	Personal
Chavarria, Brandy Flag Football Assistant	SHS	6/4/24	Personal
Coatney, Monique Dance Advisor	KHS	10/2/24	Personal
Jimenez, Alejandro Boys' Frosh Basketball	THS	9/4/24	Personal
Murray, Lindsey Swimming Assistant	THS	7/29/24	Personal
Posten, Sofia Pep Squad Assistant	THS	10/21/24	Accepted Position
Sundquist, Derek JV Softball	WHS	7/25/24	Personal
Tango, Travis Track & Field Assistant	KHS	5/21/24	Personal

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 31, 2024
SUBJECT: **Approve Classified, Certificated, and/or Management Employment**

BACKGROUND:	**MANAGEMENT/CLASSIFIED CONFIDENTIAL**
Morgan, Gloria	DEC/Special Education Program Specialist (Replacement) LME 47, Step E - $113,990.00 Fund: 85% Special Education, 15% Mental Health Related Services

BACKGROUND:	**CERTIFICATED**
Duenas-Fagundes, Laurin	Art Freiler School 5th Grade (Replacement) "A" Class I, Step 1 - $46,059.00 Fund: General
Johnson, Lane	South/West Park Elementary School 4th Grade (Replacement) "A" Class I, Step 1 - $46,059.00 Fund: IASA – Title I Bas Grants Low Income
Lopez Romo, Brenda	Art Freiler School Transitional Kindergarten (New) "A" Class I, Step 1 - $46,059.00 Fund: General

Robinson, Paige	DEC/Special Education Curriculum Behavioral Specialist TOSA (Replacement) "B" Class V, Step 5 - $64,215.00 Fund: Special Education
Usufy, Shahira	Bohn Elementary School SDC 4-5 Mild/Moderate (Replacement) "A" Class I, Step 1 - $46,701.00 Fund: Special Education

BACKGROUND: **CLASSIFIED**

Faria, Jessica	Poet-Christian School Food Service Worker I (New) Range 25, Step C - $20.77 per hour Fund: Child Nutrition – School Program
Gonzalez Gamboa, Ivan	MOT/Grounds Utility Person III (Replacement) Range 38, Step C - $28.19 per hour Fund: 62.5% - General Fund 37.5% - Special Education Transportation
Hernandez, Ana	West High School Para Educator I (New position) Range 24, Step C - $21.29 per hour Fund: Targeted EL
Hill, Brooke	Monte Vista Middle School Para Educator I (Replacement) Range 24, Step C - $20.34 per hour Fund: General Fund
Komma, Mamatha	West High School IEP Para Educator (New) Range 24, Step A - $18.53 per hour Fund: Special Education
Magana Hernandez, Karen	Central Elementary School Special Education Para Educator I (New position) Range 27, Step B - $20.77 per hour Fund: Special Education
Mejia, Nadia	Kimball High School Food Service Worker (New) Range 25, Step C - $20.77 per hour Fund: Child Nutrition – School Program

Najera Ortega, Diana	Williams Middle School Food Service Worker (Replacement) Range 25, Step C - $20.77 per hour Fund: Child Nutrition – School Program
Parker, Marisol	Kimball High School Career Education Technician (Replacement) Range 34, Step C - $25.64 per hour Fund: General
Pulido, Alberto	MOT/Art Freiler School Utility Person III (Replacement) Range 38, Step C - $28.19 + night differential Fund: 37.5% Home to School Transportation, 37.5% General – Unrestricted, 25% Ongoing Major Maintenance
Quintanilla, Laurie	South/West Park School Para Educator I (Replacement) Range 25, Step E - $22.30 per hour Fund: General
Quintanilla, Nayeli	Williams Middle School Para Educator I (Replacement) Range 24, Step B - $19.39 per hour Fund: General
Ramirez Tovar, Darinka	North Elementary School Special Education Para Educator I (New) Range 27, Step C - $21.81 per hour Fund: Special Education
Reyes, Seth	MOT/Poet Christian School Utility Person III (Replacement) Range 38, Step A - $25.64 + night differential Fund: 50% Home to School Transportation, 50% General
Satheesh Kumar, Kavita	Tracy High School IEP Para Educator I (New Position) Range 24, Step C - $20.34 per hour Fund: Special Education
Saverimuttu, Rosaline	Central Elementary School School Supervision Assistant (Replacement) Range 21, Step A - $17.31 per hour Fund: General Fund

Stiles, Michele	Jacobson Elementary School IEP Para Educator I (Replacement) Range 24, Step C - $20.34 Fund: Special Education
Trabanino, Melanie	West High School Special Education Para Educator I (Replacement) Range 27, Step A - $19.89 per hour Fund: Special Education
Todd, Chris	Tracy High School Utility Person III (Replacement) Range 38, Step C - $28.19 per hour Fund: 50% General 50% Special Education Transportation
Toscano, Gloria	South/West Park Elementary School Bilingual Para Educator I (Replacement) Range 24, Step E - $22.30 per hour Fund: Targeted EL
Perez, Cynthia	Tracy High School High School Library Technician (Replacement) Range 31, Step E - $26.28 per hour Fund: ELO Grant
Pino, Elizabeth	North School Special Education Para Educator I (Replacement) Range 27, Step E - $23.94 per hour Fund: Special Education
Plaza-Camacho, Tamara	Central Elementary School Special Education Para Educator I (Replacement) Range 27, Step C - $21.81 per hour Fund: Special Education
Quintanilla, Laurie	South/West Park Elementary School Para Educator I (Replacement) Range 24, Step E - $22.30 per hour Fund: General
Urbina Ortiz, Sury	West High School Translator/Clerk Typist (Replacement) Range 28, Step C - $22.30 per hour Fund: Title 1
Zaveri, Nency	Hirsch Elementary School IEP Para Educator I (New) Range24, Step C - $20.34 per hour Fund: Special Education

BACKGROUND:	COACHES
Anastasio, Samantha	Pep Squad Assistant Advisor (Winter) West High School $2,884.51
Barbontin-Jimenez, Cristian	Boys' Frosh/Soph Soccer West High School $4,805.34
Bogetti, Clayton	Boys' Wrestling Assistant Tracy High School $4,805.34
Bowie, Gregory	Girls' Varsity Basketball Kimball High School $7,208.01
Bravo, Rogelio	Wrestling Head West High School $7,208.01
Butler, Jessica	Pep Squad Advisor (Winter) Kimball High School $3,607.26
Colvard, Anthony	Girls' JV Basketball Tracy High School $5,769.01
Dorado, Abel	Boys' Varsity Soccer West High School $7,208.01
Garcia, Salvamar	Girls' Varsity Basketball West High School $7,208.01
Garcia, Silverio	Boys' Varsity Soccer Kimball High School $7,208.01
Gee, Ken	Girls' JV Basketball Kimball High School $5,769.01
Griffin, Eric	Boys' JV Basketball Kimball High School $5,769.01

Harris, Ashlee	Pep Squad Assistant Advisor (Winter) Kimball High School $2,884.51
Hupman, Tida	Girls' Frosh/Soph Soccer West High School $4,805.34
Jeffery, Donald	Girls' JV Basketball West High School $5,769.01
Kalis, Phillip	Girls' Varsity Soccer Tracy High School $7,208.01
Laureta, Jennifer	Girls' Frosh Basketball Kimball High School $4,805.34
Lundell, Megan	Pep Squad Advisor (Winter) West High School $3,607.26
Maas, Karl	Boys' Wrestling Assistant Kimball High School $4,805.34
Ocon, Roberto	Girls' Varsity Basketball Tracy High School $7,208.01
Parks, Brandon	Boys' Varsity Basketball West High School $7,208.01
Perry, Nathan	Girls' Frosh/Soph Soccer Tracy High School $4,805.34
Posten, Sofia	Pep Squad Advisor Tracy High School $3,607.26
Posten, Sofia	Dance Advisor Tracy High School $2,402.67
Rios, David	Girls' Frosh/Soph Soccer Kimball High School $4,805.34

Rodriguez, Jose	Boys' Varsity Soccer Tracy High School $7,208.01
Rodriguez, Jose	Boys' Frosh/Soph Soccer Tracy High School $4,805.34
Solario, Monique	Dance Advisor (Winter) West High School $2,402.67
Soto, Daniel	Boys' Frosh/Soph Soccer Kimball High School $4,805.34
Taylor, Brandan	Boys' Frosh Basketball West High School $4,805.34
Thomas, Donald	Boys' Frosh Basketball Kimball High School $4,805.34

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

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

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: October 22, 2024
RE: **Approve Speech-Language Pathologist Fieldwork with Midwestern 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 Speech-Language Pathology within the district. A contract between Midwestern University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective November 13, 2024, and valid for three (3) years.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Speech-Language Pathologist 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: There is no fiscal impact.

RECOMMENDATION: Approve Speech-Language Pathologist Fieldwork with Midwestern University.

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

SCHOOL-BASED EDUCATION AGREEMENT

This **School-Based Education Agreement** ("Agreement") effective as of November 13, 2024 ("Effective Date") is by and between **Midwestern University**, an Illinois not-for-profit corporation registered as an Arizona foreign corporation, with campuses located in Downers Grove, Illinois and in Glendale, Arizona, ("University") and **Tracy Unified School District**, located in the State of California ("School"). University and School are referred to below individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, the University desires to establish at School an educational program or programs ("Program") to provide practical learning opportunities, research study opportunities and/or clinical experiences to University's students ("University Students") enrolled in its **Speech-Language Pathology** programs ("Area of Specialization").

WHEREAS, the School supports the provision of such opportunities and experiences to University Students and is able and agrees to provide a limited number of Programs to qualified University Students each year.

NOW, THEREFORE, in consideration of the promises set forth in this Agreement, the Parties agree as follows:

TERMS AND CONDITIONS

1. **Term/Termination.**

(a) Term.

Limited Term and Option to Renew. This Agreement shall commence on the Effective Date above and shall expire November 12, 2027, three (3) year(s) from the Effective Date, unless earlier terminated as provided herein. Upon expiration, this Agreement may be renewed upon mutual written agreement between the Parties.

(b) Termination.

(i) Either Party may terminate this Agreement, with or without cause, after providing ninety (90) days prior written notice to the other Party.

(ii) Termination procedures shall be initiated by a notifying Party providing the other Party with a written notice describing the reason for termination and requesting an immediate meeting to discuss and resolve the circumstances giving rise to termination. Such meeting shall occur within ten (10) days of receipt of written notice. Following such meeting, if applicable, the notifying Party shall allow reasonable time for the other Party to cure any failure to perform. If the Parties are unable to resolve the reasons for termination, then a termination date will be set. If the Parties are unable to agree on the effective date of termination, termination will become effective at the close of the academic year in which notice was sent or upon one party providing thirty (30) day notice of its intent to terminate this Agreement, or the end of the close of the academic year, whichever occurs first.

(iii) The Parties shall make every reasonable effort to extend the term of this Agreement to a mutually agreed upon termination date to permit University Students in good

standing participating in the Program pursuant to this Agreement to complete their assignment at School, if such Program will not be completed prior to the expiration or termination of this Agreement.

2. **Use of School Facilities.** The School agrees to make certain of its facilities available for instructing University Students in the Program. The School shall obtain (at its own expense) from third parties, including state and local governments, all applicable licenses, permissions, and accreditations necessary to maintain its operations and shall, at all times, be responsible for its operations and all services provided to School's students.

3. **Curriculum.**

(a) It is understood that the Program is an educational program of the University and not of the School. University Students enrolled in the Program shall at all times be under the exclusive control of the University unless otherwise stated in this Agreement. The University shall be responsible for the content of the curriculum of the Program and the method of instruction. The University shall set forth such information in a syllabus or course objective, which the University shall provide to the School. Any and all material changes to the content of the curriculum must be approved by the School.

(b) Research Requirements.

(i) It is understood and agreed by the Parties that the University and its participating University Students may be asked to collaborate with School on various research studies, or University Students may be required to complete research projects to complete their degree requirements. The School and the University shall jointly establish the general requirements of research projects including, but not limited to, pre-approval of the research project, curricula, University Student performance evaluation and reporting, general professional standards and any other matters specific to the University Students' participation in a research project. School may make office space and telecommunication equipment at the designated School facility available to University Students to assist them in their participation in any research project.

(ii) Notwithstanding the foregoing or anything to the contrary that may be stated elsewhere in this Agreement, the School acknowledges and agrees that they are accepting University Students to the Program with full knowledge that the participating University Students may be participating in research projects related to their Program. School further acknowledges and agrees that University Students must discuss the research with their assigned faculty advisor at the University and may be required to present results of research projects at a University seminar, research poster session, and/or as a thesis in order for the University Students to satisfy curricular requirements. University understands and agrees and shall inform its University Students that under no circumstances shall any University Student identify any of School's students, employees or subcontractors in a case study or any published work without the express written consent of the identifiable party or (as applicable) such party's parent or other legal guardian as may be required by law.

(iii) Notwithstanding this **Section 3 and Section 8(f)**, nothing in this Agreement is intended to circumvent the requirement that any research project be approved by the University's Institutional Review Board, where applicable. It is also understood and agreed to by the Parties that any such collaboration on various research studies including University's Students may be arranged for under a separate research agreement or contract.

4. **Administrative Oversight.** Each Party shall designate one or more appropriately qualified employees or professional staff members to serve as a liaison to the other Party and coordinate the Program. Each Party shall provide the other with prompt written notice of any changes to its designated liaison.

5. **Assignment of University Students.**

(a) The University and the School shall mutually agree in a timely fashion as to the approximate number of University Students eligible to participate in the Program at any given time and as to which University Students from the Area of Specialization will be assigned to the Program. The Parties agree that the requests for placement shall be approved at the School's discretion for those University Students who have met the requisite health requirements and background check screenings in accordance with **Section 14** of this Agreement, and those University Students that have satisfactorily completed the prerequisite didactic portion of the University's curriculum that is applicable to the Program and the designated Area of Specialization.

(b) The University shall verify prior to assigning University Students to the Program that such University Student has satisfactorily completed all applicable prerequisites of the University's curriculum. The University shall, or shall require its University Students to, submit directly to the School liaison or their designee any information or documentation required by the School for participation in the Program if the School timely notifies the University in writing of such requirements.

(c) Cancellation of Program. In addition to canceling a Program for any other reason specified in this Agreement, the Parties agree as follows:

(i) Each Party may cancel, by written notice to the other Party as specified in **Section 15**, the Program of any participating University Student whose performance is unsatisfactory, or whose personal characteristics prevent desirable relationships within the assigned School or with School's students, or whose health status is a detriment to the University Student's successful completion of the Program. Prior to any such cancellation, however, the cancelling Party's liaison shall notify the non-cancelling Party's liaison of the problem, consult with such person about the proposed action, and attempt to work out a mutually acceptable resolution, which may include developing a corrective action plan for the participating University Student.

(ii) Notwithstanding the foregoing, it is understood and agreed that the School shall have the right to take immediate corrective action without prior notice to the University liaison for any of the following reasons:

- any action or failure to act on the part of the University Student which affects the safety and/or welfare of School's students or the School's

staff;

- any criminal conduct by the University Student;
- any damage to the School's property by the University Student;
- any illegal drug use by the University Student;
- any violation by the University Student of the rules and policies of the School;
- any violation by the University Student of any confidentiality obligations; including without limitation those obligations set forth under the Health Insurance Portability and Accountability Act of 1996, as amended, codified at 42 U.S.C. § 1320d ("HIPAA") and/or the Family Educational Rights and Privacy Act codified at 20 U.S.C. § 1232g ("FERPA"); or
- any failure on the University Student's part to meet the requirements of any corrective action plan in place for University Student.

(iii) In the event that the School takes immediate corrective action pursuant to the provisions of this **Section 5(c)**, the School shall notify the University liaison in writing of the action taken promptly thereafter. It is understood and agreed that the School makes the final determination of what the appropriate corrective measures are for a University Student's inappropriate behavior, whether a cure period will be allowed for a University Student, and whether or not a University Student's assignment at the School is terminated. Examples of such corrective measures may include, but are not limited to, immediately terminating the University Student's assignment at School, ejecting the University Student from the School premises, or refusing to allow the University Student to enter School property in the future.

6. Instruction and Supervision.

(a) The School shall assign one or more members of its staff and/or any of its third party subcontracted education specialists with the appropriate licensures and/or certifications to serve as the instructor(s) ("Instructor") for the Program. The Instructor shall instruct and supervise University Students participating in the Program and shall complete a final evaluation of each such University Student on an Evaluation Form supplied by the University. Upon mutual agreement of the Parties, the School may assign additional employees or members of its staff to assist the Instructor in instructing and supervising University Students. All School employees and/or staff members assigned to instruct and supervise any University Students in the Program are subject to the approval of the University. If the University desires to terminate the assignment of any Instructor, the University shall notify the School in writing of the reasons for such termination and shall consult with the School before terminating the assignment. If the School considers University's request to terminate the assignment of any Instructor, the School shall use reasonable efforts to assign the University Student to a different Instructor. If the School wishes to change the assignment of a participating University Student to a different Instructor, the School shall give the University a written request for such reassignment that includes the reasons for such request, and shall discuss such request with the University and School liaison. University acknowledges and agrees that School cannot guarantee that reassignment will be possible, and School reserves the right to terminate the Program for the subject University Student(s).

(b) The School shall at all times be and remain solely responsible for the services being provided to School's students. Any direct contact between University Student(s) and any of

School's students shall be under the proximate supervision of the assigned Instructor. The type and quantity of direct services and activities in which University Students may participate in while assigned to the School and participating in the Program shall be discussed by the School's liaison and the University's liaison for the subject Area of Specialization, but the decision of the School's liaison shall be final.

7. **Supervisory Support.**

(a) University.

(i) University liaison(s) and/or their designee may conduct one or more on-site visits for each participating University Student during such University Student's assigned academic year, if deemed necessary, in order to provide technical assistance to the University Students and their assigned Instructor to help University Students achieve the learning goals set by the University and the School. Otherwise, all such meetings and communications between the School and the University shall take place via email or by teleconference.

(ii) University shall prepare a performance evaluation form ("Evaluation Form") that Instructors shall use to evaluate the assigned University Students and provide electronic copies of such forms to the designated School liaison(s). Each Instructor shall be responsible for completing the Evaluation Form and submitting these evaluations to the University's and School's liaison(s) as agreed upon by the Parties.

(iii) Throughout each academic year, University may at its sole discretion give University library privileges to those Instructors who supervise one or more University Students during that year, upon request.

(b) School.

(i) School shall provide the Instructors time to plan and implement the Program, when feasible and when approved by the School liaison and the designated School's principal, giving them time to attend relevant meetings and conferences at the University.

(ii) School shall provide the physical facilities, applicable School student records and equipment reasonably necessary to conduct the Program enabling University Students to complete the goals and objectives of the Program.

(iii) School shall be responsible for providing all University Students participating in any Program with a work environment that is safe and healthful and free from harassment, discrimination, and violence.

(iv) School shall advise the University liaison of any changes in the School's personnel, operations or policies that may affect the Program or participating University Students.

(v) The School shall notify the University of the number of placements that it has available for the Program.

(vi) School shall give participating University Students reasonable access to the School's library facilities, desktop computers, WIFI, and reasonable study and storage space, when available.

(vii) School or School's liaison or other designee shall provide participating University Students with an orientation to the School and its facilities, along with a copy of relevant School rules, regulations and policies with which they are required to comply.

(viii) School through its designated liaison or other staff shall, unless prohibited by applicable law, arrange for providing University Students with emergency medical care services and/or first aid in the event of illness or accident occurring on the designated School premises during the course of the Program. School acknowledges and agrees that University Students are required to have medical insurance coverage in effect during their period of assignment, and that the University Students are financially responsible for the cost of their own medical insurance and for any medical care they may receive as arranged by the School.

8. **Participating Student Responsibilities.**

(a) Identification. The University shall advise its University Students to wear appropriate identification or uniform required by the School while participating in the Program. Neither the identification nor the uniform shall indicate that such University Students are members of the School's staff. The University shall inform its University Students to identify themselves to School's students, staff members and visitors in a manner mutually agreed upon by the Parties.

(b) Transportation. University Students participating in the Program shall be responsible for their transportation to and from the designated School.

(c) Health Insurance Coverage. University Students shall obtain and maintain, at their sole cost and expense, health insurance coverage for the duration of their assignment at School, and shall be financially responsible for the cost of any and all medical care services arranged by the School as a result of illness or injury occurring during their participation in the Program.

(d) Schedules. University Students are required to adhere to their assigned schedules and, as directed by their Instructor and designated University liaison, notify the School and the University if they will be absent or if they require any schedule changes.

(e) Meetings. University Students are required to attend and participate in administrative meetings and professional development opportunities as directed by the School's liaison or Instructor. It is understood and agreed that these activities shall occur during the regularly scheduled time that the University Students are assigned to the designated School.

(f) Research. University Students are required to comply with the School's and the University's requirements regarding research involving School's students and the publication of materials based on Program activities. Such requirements include, but are not limited to:

(i) Obtaining any and all necessary School and University pre-approvals for the research project, including approval by the University's Institutional Review

Board, where applicable. The University will advise University Students that any such collaboration on various research studies including University Students may be arranged for under a separate research agreement or contract.

(ii) Submitting to the University's and School's liaison, for such persons' prior written approval, a preview copy of any and all materials that they wish to publish when such materials relate to the University Student's participation in the Program. Under no circumstance shall any University Student use the Personal Identifiable Information (defined below) of School's students, employees or subcontractors in a case study or any published work without a signed authorization or HIPAA compliant authorization for protected health information as defined under HIPAA. "Personally Identifiable Information" means any information that does or can identify a specific individual and includes such information of or pertaining to School's students, employees, or subcontractors and all nonpublic personal information and protected health information.

(g) Transportation of School Students. University Students participating in a Program pursuant to this Agreement are not permitted to and will not transport under any circumstances any of School's students by car or otherwise.

(h) Student Compliance. In addition to the above requirements, University Students must also comply with the provisions of **Section 11** (School Student Information), **Section 13** (Confidentiality) and **Section 14** (University Student Background Check Screening and Health Requirements) of this Agreement and with any and all relevant federal, state and local laws. including; but not limited to, HIPAA and FERPA, and with all relevant School policies, procedures. rules and regulations applicable to their performance of the Program activities contemplated by this Agreement.

9. **Insurance.**

a. University. During the term of this Agreement and any renewals thereof, the University shall maintain and provide proof with endorsements reflecting general and professional liability insurance covering the University, its employed faculty (such employed faculty may be sometimes referred to herein (and in any Exhibit(s) attached hereto and incorporated by reference (as "faculty", "faculty member(s)", "staff", and/or "School personnel") (if any attending Program at School) and its University Students with minimum coverage limits of One Million Dollars ($1,000,000) per occurrence/claim and Three Million Dollars ($3,000,000) in the annual aggregate. Additionally, University shall maintain and provide proof with endorsements of Workers Compensation with waiver of subrogation to be a part of this coverage. University shall also provide proof with endorsements of General Liability Insurance with coverage for Sexual Abuse and Molestation coverage limits of One Million Dollars ($1,000,000). (The School reserves the right to increase the minimum insurance requirements upon the recommendation of the School's Risk Management Department).

b. Such insurance may be obtained from a reputable insurance company, a program of self-insurance or combination thereof. Upon the execution of this Agreement or upon request, the University shall furnish the School or its designee(s) with a current certificate of insurance or other evidence of the liability insurance coverage required herein. The University agrees to provide the School or its designee(s) with thirty (30) days prior written notification (or as soon as possible if notice is received less than thirty (30) days before the effective date) of the

cancellation, nonrenewable, or material change of any liability insurance policy required by this Agreement.

c. **Certificate of Liability Insurance** (Acord 25) signed by the University insurer's representative.
List the "Certificate Holder" as follows:
Tracy Unified School District
1875 Lowell Avenue
Tracy, CA 95376

d. An **Additional Insured Endorsement** naming School as an additional insured on its general liability insurance only(Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:

e. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to its general liability insurance only. .

f. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).

g. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.

h. University shall sign the attached School insurance form and return it to School upon execution of this Agreement, see Exhibit A with signature required.

(a) School. School represents and warrants that it is insured or self-insured, and that it has and shall maintain during the term of this Agreement and any renewals thereof sufficient liability insurance for all services and activities being performed by School and its ancillary facilities and each of its/their respective employees and subcontractors under this Agreement. Such coverage amounts shall not be less than One Million Dollars ($1,000,000) per occurrence/claim and Three Million Dollars ($3,000,000) annual aggregate. If the School is self-insured, coverage under such self-insurance shall be at least at industry standard. In the event that the School does not provide such liability insurance coverage for its employees or subcontractors, School shall require that those individuals/companies obtain and maintain for the duration of this Agreement and any Renewal Term thereof liability insurance in sufficient amounts to cover any and all liability which may arise in connection with their performance of this Agreement and the activities contemplated by it. School shall (or shall require its employees and/or subcontracts) to provide the University with thirty (30) days prior written notification (or as soon as possible if notice is received less than thirty (30) days before the effective date) of the cancellation, nonrenewable, or material change of any liability insurance policy required by this Agreement. The School shall, or shall require its employees and/or subcontractors to, furnish appropriate evidence to the University of the existence of the insurance coverage required herein

upon request.

(b) Each Party reserves the right to terminate this Agreement in the event that the insurance specified in this **Section 9** is terminated, canceled, or not provided.

10. Indemnification.

(a) Neither Party to this Agreement shall be legally liable for the consequences, whether bodily injury (including death) or property damage, occasioned by any act or omission chargeable to the other Party. Each Party shall indemnify, defend, and hold the other Party and its affiliates, trustees. officers, directors, and employees harmless from and against all loss, damage, liability or claims (including, without limitation, reasonable costs and expense of litigation and reasonable attorneys' fees) (collectively "Claims") related to or arising out of the negligent acts or omissions of the indemnifying Party or its trustees, officers, directors or employees, with respect to the University its University Students and other individuals each Party is legally responsible for in performance of this Agreement. Each Party shall provide the other with reasonable notice of any adverse event which may result in liability to the other Party. It is the intention of the Parties to reasonably cooperate in the disposition of all such audits, actions, or Claims. Such cooperation may include, but is not limited to, timely notice, joint investigation, witness availability, and disposition of claims of third Parties arising from the activities performed under this Agreement. Notwithstanding the foregoing, nothing stated in this Agreement shall be construed to waive the University's or School's rights or defenses available to it and those available under Governmental Immunity Act, if applicable.

(b) The School shall not be responsible or liable for any personal injury that a University Student may suffer while participating in the Program under this Agreement, unless such injury is caused by the negligence or willful misconduct of the School or any of its ancillary facilities and each of its/their respective employees, staff or subcontractors.

(c) The School shall not be responsible for any property of a University Student that is lost, stolen or damaged on the premises of the School or its ancillary facilities.

(d) The indemnification provisions under this **Section 10** shall survive the termination or expiration of this Agreement.

11. School Student Information. All information obtained and records created which pertain to School's students are and shall remain confidential and the property of the School. The University shall advise its University Students participating in the Program that the use, disclosure or re-disclosure of such information or records is not permitted without the prior written approval of the School, the subject student's parent or legal guardian or as may otherwise be required by law. University Students shall be informed of their obligation to comply with the School's policies and procedures regarding the confidentiality of the School's and any of its students' information and the use of all such information. The University shall ensure that each University Student participating in a Program at the School will be provided and has completed HIPAA and (if applicable) FERPA compliance training provided by the University prior to the start of any Program. The training shall include: (a) a general overview of applicable regulations and law; (b) the duty of the University Students to maintain the confidentiality of the subject information; (c) the uses and disclosures that may be made; and (d) rights under the applicable regulations. Upon request by the School, the University shall provide evidence of any or all participating University Students' training.

12. **Student Records.** The School and the University shall comply with the applicable provisions of FERPA and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding each Party's respective students. Notwithstanding the foregoing, it is expressly agreed and understood that each Party remains solely responsible for maintaining all education records and reports relating to its respective students, and shall comply with all applicable statutes, rules and regulations pertaining to the maintenance of and release of information from such records. Each Party acknowledges and agrees that the other Party will have no responsibility for such records and will accordingly refer all requests for such information to the University and/or the School, as applicable. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing any such information to the other so that each can perform its respective responsibilities under this Agreement.

13. **Confidentiality.** In performance of this Agreement, each Party may receive or gain access to certain information relating to the other Party or to its employees, staff, subcontractors, or students that the other Party deems to be proprietary and/or confidential ("Confidential Information"). Confidential Information may include and is not limited to any records, reports, documents or deliverables prepared or generated in performance of this Agreement, technical data, trade secrets or know-how, research, software, processes, designs, financial information, information pertaining to University's and School's students, data or other business information disclosed by a Party in any medium, whether oral or written. With respect to such Confidential Information accessed or received in performance of this Agreement, each Party shall and shall inform its/their respective students, employees, staff and representatives to:

(a) Not use or disclose Confidential Information other than as permitted by this Agreement, by written consent of the disclosing Party, or as may otherwise be required by law;

(b) Use appropriate safeguards to prevent use or disclosure of Confidential Information other than as permitted by this Agreement or by law;

(c) Report to the other Party any unauthorized use or disclosure of any Confidential Information of which it/they may become aware in accordance with applicable law;

(d) Comply with all applicable laws and regulations including, but not limited to, the applicable provisions of the privacy and security standards of HIPAA and (as applicable) the provisions of FERPA;

(e) Mitigate, to the extent required by law, any harmful effect that is known to a Party and caused by its students', employees', staff or representatives' use or disclosure of Confidential Information that is in violation of this Agreement or applicable law. Each Party recognizes that any breach of confidentiality or misuse of any Confidential Information may result in the termination of this Agreement; and

(f) Inform University Students, employees, staff and representatives of their responsibility to comply with applicable federal, state and local laws, and the School's and University's policies regarding access to, use, or disclosure of Confidential Information, including but not limited to, policies regarding proper use of computer assets, network usage, and information security, as applicable, that may be in effect at the commencement of any Program. Each Party shall use its reasonable efforts to provide the other with advance written notice of any changes to its applicable policies and procedures.

(g) Except as required by applicable federal, state, or local law or regulation, the term "Confidential Information" as used in this Agreement shall not include information that: (i) at the time of disclosure is, or thereafter becomes, generally available to the public other than as a result of, directly or indirectly, any breach of this Agreement by the receiving Party or any of its representatives; (ii) at the time of disclosure is, or thereafter becomes, available to the receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information to the receiving Party by any legal, fiduciary, or contractual obligation; (iii) was known by or in the possession of the receiving Party, as established by documentary evidence, prior to being disclosed by or on behalf of the disclosing Party pursuant to this Agreement; or (iv) was or is independently developed by the receiving Party, as established by documentary evidence, without reference to or use of, in whole or in part, any of the disclosing Party's Confidential Information. It is further understood and agreed to by the Parties that this **Section 13** shall survive the expiration or termination of this Agreement.

14. University Student Background Check Screening and Health Requirements.

(a) Background Check Screening. The University shall require University Students to submit to a background check as a condition of their participation in the Program. In the event that the University does not perform the background screenings required herein, the School reserves the right to perform said screenings at its and/or the University Student's expense; and the University will inform each University Student of his/her responsibility to submit to a complete background investigation prior to assignment. A background check will be considered "complete" if it includes, at a minimum, all of the following elements: (i) social security number validation; (ii) analyzed social security number search; (iii) obtaining, as applicable, information from federal, state and local governmental sources; (iv) seven (7) year criminal background check in current and previous states and counties of residence and, if requested by the School, employment and/or a fingerprint-based criminal history records check in accordance with applicable law; (v) confirmation that the University Student is not listed as sexual offender and, if requested by the School in any Adult and/or Child Abuse Registry; (vi) verification that the University Student has not been excluded from participating in any federal or state health care programs; (vii) verification that the Student is not on the Office of Inspector General's List of Excluded Individuals/Entities and the General Service Administration Excluded Party's List; and (viii) any other element identified in writing by the School necessary to meet state law requirements. The School reserves the right to not accept any University Student to, or require the withdrawal of any University Student from, the Program in the event that University Student fails to meet the standards established by the School for an acceptable background check. The University acknowledges and agrees, and shall inform its University Students, that any University Student with an adverse background check result shall not be permitted to participate in the Program at the School where University Students with such results are forbidden by University and/or School policy.

(b) Health Requirements. University shall recommend only those University Students who are in good health and who are, to the best of University's knowledge and belief, physically and mentally able to participate in the Program. University acknowledges and shall inform its University Students that the School may refuse participation in the Program to any University Student if School concludes that the University Student is not fit to participate or may pose a health risk to others. The University shall, or shall require University Students to, provide the School with health certification documentation for the time the University Student is training

at School or any of its ancillary facilities. Such documentation shall include, without limitation, the results of: (a) a physical exam; (b) negative annual tuberculin one (1) step PPD skin test (or if needed the two (2) step tuberculin skin test or QuantiFERON test) or negative chest x-ray if skin/blood test is positive; (c) vaccination (or documentation of University Student's declination of vaccination(s) in accordance with applicable laws or regulations) and/or proof of immunity for: Varicella, Mumps, Rubella (German Measles), Rubeola (Measles). Tetanus/Diphtheria/ Pertussis, Hepatitis B; (d) annual influenza vaccination; and (e) any other health standards established by the School and University or as otherwise required by applicable law. The University shall obtain written authorization from the University Students to allow disclosure of the University Students' Student Health Status form and shall make all such University Student health certification documentation available for inspection by the School upon request.

(c) Drug Testing. Upon request of the School, the University shall require University Students to submit to drug testing, at University's or University Student's sole cost and expense, prior to their participation in the Program. No University Student with adverse drug test results will participate in the Program unless the University Student presents satisfactory evidence that the drugs are legally prescribed and will not affect their ability to safely participate in the activities contemplated by this Agreement.

15. **Notice.** All notices, demands or other writings provided for under this Agreement shall be deemed to have been fully given when made in writing and either hand delivered, forwarded certified mail return receipt requested, or deposited in the United States mail, postage prepaid, and addressed to the respective Parties as set forth below and/or at any other address or location approved in writing by the Parties.

If to the University:
Midwestern University
Office of the General Counsel
19555 North 59th Avenue
Glendale, AZ 85308
Attn: Barbara L. McCloud, Esq.
VP and General Counsel

With an unofficial copy to:

Glendale, AZ Campus:
Midwestern University
Attn: COEE Paralegal
19555 North 59th Avenue
Glendale, AZ 85308

Downers Grove, IL Campus:
Midwestern University
Attn: COEE Paralegal
555 31st Street
Downers Grove, IL 60515

If to the School:
Tracy Unified School District
Human Resources
1875 West Lowell Avenue
Tracy, CA 95376Attn: Tammy Jalique, Associate Supt. For Human Resources
Phone: 209-830-3260
Fax: 209-830-3200
E-Mail: tjalique@tusd.net

16. **General.**

(a) Relationship of the Parties. In the performance of all work, duties and obligations pursuant to this Agreement, the University and the School are at all times acting as independent contractors and not joint venturers or agents of the other. Neither Party nor their respective students, employees, faculty or staff members shall be deemed or claim to be the student, employee, agent or joint employee of the other. Neither the University nor the School shall in any way become obligated for the debts or expenses of the other Party and neither Party shall have the authority to bind the other Party or otherwise execute any document on behalf of the other, nor shall either Party hold itself out to the public or to any third party as possessing such authority. It is further agreed that each Party shall be liable for its own respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits it may owe to or on behalf of itself and its own employees.

(b) University Students as Learners. While participating in the Program, University Students shall have the status as learners and are not to replace School employees or staff members. Nothing in this Agreement shall be deemed to create an employer-employee relationship between a University Student and the School. University Students shall not be considered employees of the School for any purpose while participating in the Program and are not entitled to any compensation or benefits, including but not limited to the payment of any salaries, taxes or other required withholdings related to employment, workers' compensation or unemployment insurance, and no University Student is entitled to, and shall not, receive any rights under this Agreement.

(c) Accreditation Documentation. Each Party to this Agreement represents that it has received the appropriate current approvals and accreditation as required by state regulatory agencies and pertinent health care and professional accrediting bodies (as applicable) and will immediately notify the other Party of any changes in such approvals or accreditation. The University, upon the request of the School, shall cooperate in any investigation conducted by an accrediting body at the School. The School, upon the request of the University, shall permit any agency responsible for approving the University or accrediting its curriculum to inspect the School's facilities and services available for educational experiences and such other reasonable items pertaining to the Program upon reasonable notice during the School's regular business hours, subject to requirements of School students confidentiality, legal compliance requirements of the School, and minimizing disruption or interference with the School's operations, including the provision of educational services. The Parties shall take reasonable measures to maintain the standards necessary for the School, the University and the Program to be and remain eligible for accreditation by the appropriate agency or body. Any forms or other documents required by accrediting organizations and/or government agencies and which are essential to the conduct of the Program or performance of this Agreement will be completed by the Parties and such information necessary to obtain and maintain such accreditation will be supplied by the Parties unless prohibited by law, regulation or legal privilege.

(d) Non-Discrimination. University, School and University Students participating in the Program pursuant to this Agreement shall not discriminate against any person regardless of race; color; religion; creed; national origin or ancestry; ethnicity; sex (including pregnancy); gender (including gender expression, gender identity, and sexual orientation); marital status; age; disability; citizenship; past, current or prospective service in the uniformed services; genetic information; or any other protected classes or characteristics recognized by federal, state or local laws.

(e) Counterpart Signature. This Agreement may be executed in one or more counterparts (facsimile transmission or otherwise), each of which counterparts shall be deemed an original Agreement and all of which shall constitute but one Agreement.

(f) Entire Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and replaces and supersedes all prior agreements with respect to the subject matter hereof, both oral and written. There are no other arrangements, understandings, restrictions, representations, or warranties between the Parties. Except for disclosure to its legal counsel, accountants or financial advisors, each Party hereunder shall not disclose the terms of this Agreement to any third party, unless disclosure thereof is authorized in writing by the other Party or as may be required by law, the Parties' accrediting organization(s), or otherwise authorized by this Agreement.

(g) Assignment of Agreement. Neither Party to this Agreement may assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other Party. The rights, duties and obligations hereunder shall extend to, be binding upon and inure to the benefit of the permitted successors and assigns of each Party.

(h) No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the Parties and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

(i) Written Amendments/Waivers. No revision or amendment to this Agreement shall be valid unless such revision or amendment is in writing and executed by the Parties.

(j) Non-Waiver of Rights. The failure by any Party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any election herein provided, shall in no way affect the validity of this Agreement. The exercise by any Party of any rights or elections under the terms or conditions of this Agreement shall not preclude or prejudice any Party from exercising the same or any other right or election it may have under this Agreement, regardless of any previous action or proceeding taken by the Parties.

(k) Severability. If any provision of this Agreement shall be deemed invalid, illegal, or unenforceable by a court of competent jurisdiction, then such invalid, illegal or unenforceable provision shall be deemed deleted from this Agreement. All remaining provisions of the Agreement shall be deemed to be in full force and effect.

(l) Headings Not Binding. The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement.

(m) Survival Clause. It is mutually agreed upon that any duty, obligation or liability of either Party assumed by this Agreement or any subsequent extensions or revisions thereto shall continue until such time as the duty, obligation or liability ceases to exist.

(n) Governing Law. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the state in which the School is located.

(o) Non-Exclusivity. Each Party shall have the right to enter into similar agreements with other parties.

(p) Force Majeure. Either Party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control including, but not limited to, acts of God, acts of war, act of terrorism, active shooter, fire, insurrection, labor disputes, riots, civil disorder, earthquakes, or other acts of nature, curtailment or inadvisability of transportation services, or other emergency beyond such Party's reasonable control. The obligations and rights of the Party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of a Party's performance hereunder continues for a period in excess of thirty (30) days, the other Party shall have the right to terminate this Agreement upon ten (10) days' prior written notice to the other Party.

(q) After-Enacted Laws. If, prior to the termination or expiration of this Agreement, any federal, state or local authority or regulatory body or the Internal Revenue Service, determines that this Agreement is illegal or jeopardizes either Party's tax exempt status or otherwise materially affects either Party's business, then the affected Party shall give the other Party such notice as is reasonable in the circumstances and shall make available a reasonable period within which to cure. If the Parties initiate no acceptable cure or remedy, then the affected Party may terminate this Agreement upon ten (10) days' prior written notice to the other Party.

(r) Inspector General. Each Party to this Agreement hereby acknowledges that in accordance with applicable state law, the Inspector General has the authority to conduct certain investigations and shall have access to all information and personnel necessary to conduct those investigations, unless prohibited by law, regulation or legal privilege.

(s) Compensation. Under the terms of this Agreement, neither Party is obligated to make payments of any kind to the other or any Instructor or University Student participating hereunder. No part of any consideration paid hereunder, if any, is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor, are the payments intended to induce illegal referrals of business.

IN WITNESS WHEREOF, authorized representatives of the Parties have executed this Agreement as evidenced below.

APPROVED AND ACCEPTED:

School: Tracy Unified School District

By: _____
Tammy Jalique
Associate Superintendent for Human Resources
Date: _____

University: Midwestern University

By: _____
Matthew J. Sweeney, CPA, CFA
Sr. Vice President and CFO
Date: _____

By: _____
Jared Chamberlain, Ph.D.

Dean, College of Health Sciences, Glendale
Date: _____

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 29, 2024
SUBJECT: **Adopt Revised Board Policy and Administrative Regulation 3311 Bids (First Reading)**

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

RATIONALE: The Tracy Unified School District (TUSD) must review and revise the current Board Policy and Administrative Regulation 3311 Bids to reflect updated laws and language.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy and Administrative Regulation 3311 Bids. (First Reading).

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

BIDS

The Governing Board is committed to promoting public accountability and ensuring prudent use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for the district, including when contracting for public projects involving district facilities, the Board shall explore lawful opportunities to obtain the greatest possible value for its expenditure of public funds. When required by law, or if the Board determines that it is in the best interest of the district, such contracts shall be made using competitive bidding.

~~(cf. 0410 - Nondiscrimination in District Programs and Activities)~~
~~(cf. 3000 - Concepts and Roles)~~
~~(cf. 3230 - Federal Grant Funds)~~
~~(cf. 3300 - Expenditures and Purchases)~~
~~(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)~~
~~(cf. 3311.2 - Lease-Leaseback Contracts)~~
~~(cf. 3311.3 - Design-Build Contracts)~~
~~(cf. 3311.4 - Procurement of Technological Equipment)~~

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 20116)

The Superintendent or designee shall establish comprehensive bidding procedures for the district in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

~~(cf. 9270 - Conflict of Interest)~~

When calling for bids, the Superintendent or designee shall ensure that the bid specifications clearly describe in appropriate detail the quality, delivery, and service required and include all information which the district knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

Except as authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the Board requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the Board has determined that it is in the best interest of the district, the district may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property to the extent authorized by law. (Public Contract Code 20118)

Legal Reference:

EDUCATION CODE

17070.10-17079.30 Leroy F. Greene School Facilities Act
17250.10-17250.55 Design-build contracts
17406 Lease-leaseback contracts
17595 Purchase of supplies through Department of General Services
17602 Purchase of surplus property from federal agencies
38083 Purchase of perishable foodstuffs and seasonable commodities
38110-38120 Apparatus and supplies
39802 Transportation services

BUSINESS AND PROFESSIONS CODE

7056 General engineering contractor
7057 General building contractor

CODE OF CIVIL PROCEDURE

446 Verification of pleadings

GOVERNMENT CODE

4217.10-4217.18 Energy conservation contracts
4330-4334 Preference for California-made materials
6252 Definition of public record
53060 Special services and advice
54201-54205 Purchase of supplies and equipment by local agencies

PUBLIC CONTRACT CODE

1102 Emergencies
1103 Definition, responsible bidder
2000-2002 Responsive bidders
3000-3010 Roofing projects
3400 Bids, specifications by brand or trade name not permitted
3410 United States produce and processed foods
4113 Prime contractor; subcontractor
6610 Bid visits
12200 Definitions, recycled goods, materials and supplies
20101-20103.7 Public construction projects, requirements for bidding
20103.8 Award of contracts
20110-20118.4 Local Agency Public Construction Act; school districts
20189 Bidder's security, earthquake relief
22000-22045 Alternative procedures for public projects (UPCCAA)
22152 Recycled product procurement

COURT DECISIONS

Los Angeles Unified School District v. Great American Insurance Co., (2010) 49 Cal.4th 739
Great West Contractors Inc. v. Irvine Unified School District, (2010) 187 Cal.App.4th 1425
Marshall v. Pasadena Unified School District, (2004) 119 Cal.App.4th 1241

~~Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449~~
~~City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861~~

~~ATTORNEY GENERAL OPINIONS~~
~~89 Ops.Cal.Atty.Gen. 1 (2006)~~

~~Management Resources:~~
~~WEB SITES~~
~~CSBA: http://www.csba.org~~
~~California Association of School Business Officials: http://www.casbo.org~~
~~California Department of Education: http://www.cde.ca.gov~~
~~California Department of General Services: https://www.dgs.ca.gov~~

State	Description
Bus. Code 7056	General engineering contractor
Bus. Code 7057	General building contractor
Code of Civil Procedure 446	Verification of pleadings
Ed. Code 17070.10-17079.30	Leroy F. Greene School Facilities Act
Ed. Code 17250.10-17250.55	Design-build contracts
Ed. Code 17250.60-17250.69	Alternative design-build contracts
Ed. Code 17406	Lease-leaseback contract
Ed. Code 17595	Purchase of supplies through Department of General Services
Ed. Code 17602	Purchase of surplus property from federal agencies
Ed. Code 38083	Purchase of perishable foodstuffs and seasonal commodities
Ed. Code 38110-38120	Apparatus and supplies
Ed. Code 39802	Transportation services
Gov. Code 4217.10-4217.18	Energy conservation contracts
Gov. Code 4330-4334	California made materials
Gov. Code 53060	Special services and advice
Gov. Code 54201-54205	Purchase of supplies and equipment by local agencies
Gov. Code 7920.530	Definition of public record
Pub. Cont. Code 1102	Definition of emergency
Pub. Cont. Code 1103	Definition; responsible bidder
Pub. Cont. Code 12200	Definitions, recycled goods, materials

	and supplies
Pub. Cont. Code 2000-2002	Responsive bidders
Pub. Cont. Code 20101-20103.7	Public construction projects; requirements for bidding
Pub. Cont. Code 20103.8	Award of contracts
Pub. Cont. Code 20110-20118.4	Local Agency Public Construction Act; school districts
Pub. Cont. Code 20189	Bidder's security; earthquake relief
Pub. Cont. Code 22000-22045	Uniform Public Construction Cost Accounting Act
Pub. Cont. Code 22152	Recycled product procurement
Pub. Cont. Code 3000-3010	Roofing projects
Pub. Cont. Code 3400	Bid specifications
Pub. Cont. Code 3410	U.S. produce and processed foods
Pub. Cont. Code 4113	Prime contractor; subcontractor
Pub. Cont. Code 6102	Bribery of public official; voidable contract
Pub. Cont. Code 6610	Bid visits

Management Resources	Description
Attorney General Opinion	89 Ops.Cal.Atty.Gen. 1 (2006)
CA Department of General Services Publication	Office of Public School Construction, Piggy Contracts
	Office of Public School Construction Notification to School Districts Regarding Use of Piggyback Contracts for SAB-Administered Programs, July 2022
CA Department of General Services Publication	
CA Department of Industrial Relations Publication	Model Prequalification Questionnaire
Court Decision	City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court (1972) 7 Cal.3d 861
Court Decision	Great West Contractors Inc. v. Irvine Unified School District (2010) 187 Cal.App.4th 1425
Court Decision	Konica Business Machines v. Regents of the University of California (1988) 206 Cal.App.3d 449
Court Decision	Los Angeles Unified School District v.

Management Resources	Description
	Great American Insurance Co. (2010) 49 Cal.4th 739
Court Decision	Marshall v. Pasadena Unified School District (2004) 119 Cal.App.4th 1241
Website	CSBA District and County Office of Education Legal Services
Website	California Department of General Services
Website	CSBA
Website	California Department of Education
Website	California Association of School Business Officials

Advertised/Competitive Bids

The district shall advertise for any of the following: (Public Contract Code 20111)

1. A public project contract that involves an expenditure of $15,000 or more, including a contract for construction, reconstruction, erection, alteration, renovation, improvement, painting, repainting, demolition, or repair work involving a district owned, leased, or operated facility

   ~~(cf. 3311.1 - Uniform Public Construction Cost Accounting Procedures)~~
   ~~(cf. 3311.2 - Lease-Leaseback Contracts)~~
   ~~(cf. 3311.3 - Design-Build Contracts)~~

2. A contract that exceeds the amount specified in law, as annually adjusted by the Superintendent of Public Instruction, for any of the following:
   a. The purchase of equipment, materials, or supplies to be furnished, sold, or leased to the district

      ~~(cf. 3230 - Federal Grant Funds)~~
      ~~(cf. 3311.4 - Procurement of Technological Equipment)~~
   b. Services, not including construction services or special services and advice in accounting, financial, legal, or administrative matters
   c. Repairs that are not a public project, including maintenance

      Maintenance means routine, recurring, and usual work for preserving, protecting, and keeping a district facility operating in a safe, efficient, and continually usable condition for the intended purpose for which it was designed, improved, constructed, altered, or repaired. Maintenance includes, but is not limited to, carpentry, electrical, plumbing, glazing, and other craft work designed to preserve the facility, as well as repairs, cleaning, and other operations on machinery and other permanently attached equipment. Maintenance does not include painting, repainting, or decorating other than touchup, or among other types of work, janitorial or custodial services and protection provided by security forces. (Public Contract Code 20115)

Instructions and Procedures for Advertised Bids

The Superintendent or designee shall call for bids by placing a notice at least once a week for two weeks in a local newspaper of general circulation published in the district, or if no such newspaper exists, then in some newspaper of general circulation that is circulated in the county. The Superintendent or designee also may post the notice on the district's web site or through an electronic portal. The notice shall state the work to be done or materials or supplies to be furnished and the time and place and web site where bids will be opened. (Public Contract Code 20112)

~~(cf. 1113 - District and School Web Sites)~~

The notice shall contain the time, date, and location of any mandatory prebid conference, site visit, or meeting and details regarding when and where project documents, including the final plan and specifications, are available. Any such mandatory visit or meeting shall occur not less than five calendar days after the publication of the initial notice. ~~(Public Contract Code 6610)~~

Bid instructions and specifications shall include the following requirements and information:

1. All bidders shall certify in writing the minimum, if not exact, percentage of post-consumer materials in products, materials, goods, or supplies offered or sold. (Public Contract Code 22152)

   ~~(cf. 3510 - Green School Operations)~~

2. All bids for construction work shall be presented under sealed cover. The district may accept a bid that has been submitted electronically or on paper. (Public Contract Code 20111, 20112)

   The bid shall be accompanied by a form of bidder's security, including either cash, a cashier's check payable to the district, a certified check made payable to the district, or a bidder's bond executed by an admitted surety insurer and made payable to the district. The security of unsuccessful bidders shall be returned in a reasonable period of time, but in no event later than 60 days after the bid is awarded. (Public Contract Code 20111, 20112)

3. When a standardized proposal form is provided by the district, bids not presented on the standard form shall be disregarded. (Public Contract Code 20111.5)
4. Bids shall not be accepted after the advertised bid opening time, regardless of whether the bids are actually opened at that time. (Public Contract Code 20112)
5. When two or more identical lowest or highest bids are received, the Governing Board may determine by lot which bid shall be accepted. (Public Contract Code 20117)
6. If the district requires that the bid include prices for items that may be added to or deducted from the scope of work in the contract, the bid solicitation shall specify which one of the following methods will be used to determine the lowest bid. In the absence of such a specification, only the method provided in item #6a below shall be used. (Public Contract Code 20103.8)
   a. The lowest bid shall be the lowest total of the bid prices on the base contract without consideration of the prices on the additive or deductive items.
   b. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that were specifically identified in the bid solicitation as being used for the purpose of determining the lowest bid price.
   c. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items that, when taken in order from a specifically identified list of those items in the solicitation, and added to or subtracted from the base contract, are less than or equal to a funding amount publicly disclosed by the district before the first bid is opened.

      The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders or proposed subcontractors or suppliers from being revealed to the district before the ranking of all bidders from lowest to highest has been determined. (Public Contract Code 20103.8)

7. In determining the lowest bid, the district shall consider only responsive bids that conform to bid specifications and are submitted by responsible bidders who have demonstrated trustworthiness, quality, fitness, capacity, and experience to satisfactorily perform the public works contract.
   a. When a bid is determined to be nonresponsive, the Superintendent or designee shall notify the bidder and give him/her an opportunity to respond to the determination.
   b. When the lowest bidder is determined to be nonresponsive, the Superintendent or designee shall notify the bidder of ~~his/her~~ **the** right to present evidence of ~~his/her~~ **the bidder's** responsibility at a hearing before the Board.
8. After being opened, all submitted bids become public records pursuant to Government Code ~~6252~~ **7920.530** and shall be made available for public review pursuant to law, Board policy, and administrative regulation.

~~(cf. 1340 - Access to District Records)~~
~~(cf. 3580 - District Records)~~

Prequalification Procedure

When required by law or the Board, the Superintendent or designee shall establish a uniform system for rating bidders on the basis of completed questionnaires and financial statements in order to determine the size of contracts on which each bidder is qualified to bid. For this purpose, the Superintendent or designee shall furnish prospective bidders a standardized prequalification questionnaire and financial record which, when completed, shall indicate a bidder's statement of financial ability and experience in performing public works. The bidder's information shall be verified under oath in the manner in which civil law pleadings are verified. The questionnaires and financial statements shall not be public records and shall not be open to public inspection. (Code of Civil Procedure 446; Public Contract Code 20111.5, 20111.6)

When any public project involves an expenditure of $1,000,000 or more and is funded or reimbursed wholly or partly by the School Facilities Program funds or other future state school bond, the district shall prequalify prospective bidders either quarterly or annually. The prequalification shall be valid for one year and the following requirements shall apply: (Public Contract Code 20111.6)

1. Prospective bidders, including, but not limited to, prime, general engineering, and general building contractors and electrical, mechanical, and plumbing subcontractors, as defined in Public Contract Code 4113 or Business and Professions Code 7056 or 7057, as applicable, shall submit a standardized questionnaire and financial statement 10 or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.
2. Prospective bidders shall be prequalified by the district five or more business days, as determined by the district, before the date fixed for the public opening of sealed bids.

If the project includes electrical, mechanical, or plumbing components that will be performed by electrical, mechanical, or plumbing contractors, the Superintendent or designee shall make available to all bidders a list of prequalified general contractors and electrical, mechanical, and plumbing subcontractors five or more business days, as

determined by the district, before the date fixed for the public opening of sealed bids.

For all other contracts requiring competitive bidding, the district may establish a procedure for prequalifying bidders on a quarterly basis and may authorize that prequalification be considered valid for up to one calendar year following the date of the initial prequalification. Prospective bidders for such contracts shall submit the questionnaire and financial statement at least five days before the date fixed for public opening of sealed bids and shall be prequalified by the district at least one day before the fixed bid-opening date. (Public Contract Code 20111.5)

Award of Contract

The district shall award each contract to the lowest responsible bidder, except in the following circumstances:

1. When the contract is for the procurement and/or maintenance of electronic data processing systems and supporting software, in which case the Board may contract with any one of the three lowest responsible bidders (Public Contract Code 20118.1)

2. When the contract is for any transportation service which involves an expenditure of more than $10,000 and which will be made with any person or corporation other than a common carrier, municipally owned transit system, or a parent/guardian of a student who is to be transported, in which case the Board may contract with other than the lowest bidder (Education Code 39802)
3. When the contract is one for which the Board has established goals and requirements relating to participation of disabled veteran or small business enterprises in accordance with Public Contract Code 2000-2002, in which case the Board may contract with the lowest responsible bidder who submits a responsive bid and complies or makes a good faith effort to comply with the goals and requirements (Public Contract Code 2000-2002)
4. When procuring a lease-leaseback contract, in which case the Board shall award the contract based on objective criteria for determining the best combination of price and qualifications in accordance with Education Code 17400 and 17406

~~(cf. 3311.2 - Lease-Leaseback Contracts)~~

5. When procuring a design-build contract for a public works project in excess of $1,000,000 in accordance with Education Code 17250.20, in which case the Board may award the contract to either the low bid or the best value to the district, taking into consideration, at a minimum, price, technical design and construction expertise, and life-cycle costs (Education Code 17250.20, 17250.25)

~~(cf. 3311.3 - Design-Build Contracts)~~

6. **When procuring an alternative design-build contract for a public works project in excess of $5,000,000 in accordance with Education Code 17250.62, in which case the Board may award the contract to either the low bid or the best value, taking into consideration, at a minimum design cost, general conditions, overhead, and profit as a component of the project price; technical design and construction expertise; and life-cycle costs (Education Code 17250.61, 17250.62)**

Protests by Bidders

~~A bidder may protest a bid award if he/she believes~~ **If the bidder believes** that the award is not in compliance with law, Board policy, or the bid specification. A protest must be filed in writing with the Superintendent or designee within five working days after receipt of notification of the contract award and shall include all documents supporting or justifying the protest. A bidder's failure to file the protest documents in a timely manner shall constitute a waiver of ~~his/her~~ **the** right to protest the award of the contract.

The Superintendent or designee shall review the documents submitted with the bidder's claims and render a decision in writing within 30 working days. The Superintendent or designee may also convene a meeting with the bidder in order to attempt to resolve the problem.

The bidder may appeal the Superintendent or designee's decision to the Board. The Superintendent or designee shall provide notice to the bidder of the date and time for Board consideration of the protest at least three business days before the Board meeting. The Board's decision shall be final.

Limitation on Use of Sole Sourcing

In any contract for the construction, alteration, or repair of school facilities, the Superintendent or designee shall ensure that the bid specification: (Public Contract Code 3002, 3400)

1. Does not directly or indirectly limit bidding to any one specific concern
2. Does not call for a designated material, product, thing, or service by a specific brand or trade name, unless the specification is followed by the words "or equal," so that bidders may furnish any equal material, product, thing, or service

   In any such case, the bid specification shall provide a time period, before and/or after the award of the contract, for the contractor to submit data substantiating the request for substituting the designated material, product, thing, or service. If no such time period is specified, the contractor may submit the data within 35 days after the award of the contract.

When the bid is for a roof project, a material, product, thing, or service is considered "equal" to that designated if it is equal in quality, durability, design, and appearance; will perform the intended function equally well; and conforms substantially to the detailed requirements in the bid specification. **(Public Contract Code 3002)**

However, the Superintendent or designee may designate a specific material, product, thing, or service by brand or trade name ~~(sole sourcing)~~ **also known as sole sourcing**, if the Board has made a finding, described in the invitation for bids or request for proposals (RFP), that a particular material, product, thing, or service is designated for any of the following purposes: (Public Contract Code 3400)

1. To conduct a field test or experiment to determine its suitability for future use

2. To match others in use on a particular public improvement that has been completed or is in the course of completion

3. To obtain a necessary item that is only available from one source

4. To respond to the Board's declaration of an emergency, as long as the declaration has been approved by four-fifths of the Board when issuing the invitation for bid or RFP.

~~(cf. 9323.2 - Actions by the Board)~~

Bids Not Required

Without advertising for bids and upon a determination that it is in the best interest of the district, the Board may ~~authorize~~ **"piggyback"** another public corporation or agency, by contract, lease, requisition, or purchase order, to lease data-processing equipment or to purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner that the other public corporation or agency is authorized to make the leases or purchases from a vendor ~~("piggyback").~~ Alternatively, if the public corporation or agency has an existing contract with a vendor for the lease or purchase of personal property, the district may authorize the lease or purchase of personal property directly from the vendor and make payments under the same terms that are available to the public corporation or agency under the contract. (Public Contract Code 20118)

~~(cf. 3300 - Expenditures and Purchases)~~
~~(cf. 3512 - Equipment)~~

Without advertising for bids, the Board may enter into an energy service contract and any related facility ground lease, when it determines that the terms of the contract and lease are in the best interest of the district and meet the cost effectiveness requirements specified in Government Code 4217.12. The Board's determination shall be made at a regularly scheduled public hearing of which notice is given to the public at least two weeks in advance and shall be based on cost and savings comparison findings specified in Government Code 4217.12. (Government Code 4217.12)

~~(cf. 3511 - Energy and Water Management)~~
~~(cf. 9320 - Meetings and Notices)~~

Supplementary textbooks, library books, educational films, audiovisual materials, test materials, workbooks, instructional computer software packages, or periodicals may be purchased in any amount without taking estimates or advertising for bids. (Public Contract Code 20118.3)

~~(cf. 6161.1 - Selection and Evaluation of Instructional Materials)~~
~~(cf. 6161.11 - Supplementary Instructional Materials)~~
~~(cf. 6163.1 - Library Media Centers)~~

Perishable foodstuffs and seasonal commodities needed in the operations of cafeterias may be purchased through bid or on the open market. (Education Code 38083)

~~(cf. 3551 - Food Service Operations/Cafeteria Fund)~~

Bids shall not be required for day labor under circumstances specified in Public Contract Code 20114. Day labor shall include the use of maintenance personnel employed on a permanent or temporary basis. (Public Contract Code 20114)

In an emergency when any repairs, alterations, work, or improvement to any school facility is necessary to permit the continuance of existing school classes or to avoid danger to life or property, the Board may, by unanimous vote and with the approval of the County Superintendent

of Schools, contract for labor and materials or supplies without advertising for or inviting bids or may authorize the use of day labor or force account for the emergency purpose. (Public Contract Code 1102, 20113)

~~(cf. 3517 - Facilities Inspection)~~

The district may purchase any surplus property from the federal government or any of its agencies in any quantity needed for the operation of its schools without taking estimates or advertising for bids. (Education Code 17602)

TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: October 31, 2024
SUBJECT: **Adopt New Board Policy and Administrative Regulation 7214 General Obligation Bonds (First Reading)**

BACKGROUND: Board Policy and Administrative Regulation 7214 General Obligation Bonds currently do not exist and are required to comply with both the state and federal requirements.

RATIONALE: The Tracy Unified School District (TUSD) must review and adopt new Board Policy and Administrative Regulation 7214 General Obligation Bonds to comply with current regulations.

FUNDING: There is no cost.

RECOMMENDATION: Adopt New Board Policy and Administrative Regulation 7214 General Obligation Bonds (First Reading).

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

GENERAL OBLIGATION BONDS

The Governing Board recognizes that school facilities are an essential component of the educational program and that the Board has a responsibility to ensure that the district's facilities needs are met in the most cost-effective manner possible. The Board may direct the Superintendent to explore the possibility of a bond measure, which may include, but is not limited to, conducting community focus groups, surveys, and Board presentations. When the Board determines that it is in the best interest of district students, it may order an election on the question of whether bonds shall be issued to pay for school facilities.

The Board's decision to order a bond election, as well as its determinations regarding the appropriate amount. timing, and structure of the bond issuance, shall be consistent with law and the district's debt management policy.

Before ordering a bond election, the Board shall obtain reasonable and informed projections of assessed valuations that take into consideration projections of assessed property valuations made by the county assessor. (Education Code 15100)

When any project to be funded by bonds will require state matching funds for any phase of the project, the ballot materials for the bond measure shall include a statement as specified in Education Code 15122.5, advising voters that, because the project is subject to approval of state matching funds, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Bonds Requiring 55 Percent Approval by Local Voters

The Board, by a two-thirds vote and subject to Education Code 15100, may adopt a resolution to incur bonded indebtedness and order an election. Pursuant to the California Constitution, Article 13A, Section 1(b)(3) and Article 16, Section 18(b), a bond election authorized pursuant to Education Code 15266 requires the approval of at least a 55 percent majority of the voters voting in the election. (Education Code 15266)

The bond election may only be ordered at a primary or general election, a statewide special election, or a regularly scheduled local election at which all of the electors of the district are entitled to vote. (Education Code 15266)

Bonded indebtedness incurred by the district pursuant to Education Code 15266 shall be used only for the following purposes: (California Constitution Article 13A, Section 1(b)(3) and 1(b)(3)(A))

1. The construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities
2. The acquisition or lease of real property for school facilities
3. The refunding of any outstanding debt issuance used for the purposes specified in Items #1-2 above

The proposition approved by the voters shall include the following accountability requirements: (California Constitution Article 13A, Section 1(b)(3))

1. Certification that proceeds from the sale of the bonds will be used only for the purposes specified in Items #1- 2 above, and not for any other purposes including teacher and administrative salaries and other school operating expenses

2. A list of specific school facilities projects to be funded and certification that the Board has evaluated safety, class size reduction, and information technology needs in developing that list

GENERAL OBLIGATION BONDS

3. A requirement that the Board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed

4. A requirement that the Board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects

If a district general obligation bond requiring a 55 percent majority is approved by the voters, the Board shall appoint an independent citizens' oversight committee to inform the public concerning the expenditure of bond revenues as specified in Education Code 15278 and the accompanying administrative regulation. This committee shall be appointed within 60 days of the date that the Board enters the election results in its minutes pursuant to Education Code 15274. (Education Code 15278)

The Superintendent or designee shall ensure that the annual, independent performance and financial audits required pursuant to Items #3-4 above are issued in accordance with the U.S. Comptroller General's Government Auditing Standards and submitted to the citizens' oversight committee at the same time they are submitted to the Superintendent or designee and no later than March 31 of each year. (Education Code 15286)

The Board shall provide the citizens' oversight committee with responses to all findings, recommendations, and concerns addressed in the performance and financial audits within three months of receiving the audits. (Education Code 15280)

The Board may disband the citizens' oversight committee when the committee has completed its review of the final performance and financial audits.

Bonds Requiring 66.67 Percent Approval by Local Voters

The Board may decide to pursue the authorization and issuance of bonds by approval of 66.67 percent majority of the voters pursuant to Education Code 15100 and California Constitution, Article 13A, Section 1(b)(2). If most of the Board agrees to such an election, or upon a petition of the majority of the qualified electors residing in the district, the Board shall adopt a resolution ordering an election on the question of whether to incur bonded indebtedness if approved by a 66.67 percent majority of the voters. (Education Code 15100)

The bond election may be ordered to occur on any Tuesday, except a Tuesday that is a state holiday or the day before or after a state holiday, is within 45 days before or after a statewide election unless conducted at the same time as the statewide election, or is an established election date pursuant to Elections Code 1000 or 1500. (Education Code 15101)

Subject to limits specified in Article 13A, Section 1 of the California Constitution, bonds shall be sold to raise money for any of the following purposes: (Education Code 15100)

1. Purchasing school lots
2. Building or purchasing school buildings
3. Making alterations or additions to school building(s) other than as may be necessary for current maintenance, operation, or repairs
4. Repairing, restoring, or rebuilding any school building damaged, injured, or destroyed by fire or other public calamity

GENERAL OBLIGATION BONDS

5. Supplying school buildings and grounds with furniture, equipment, or necessary apparatus of a permanent nature
6. Permanently improving school grounds
7. Refunding any outstanding valid indebtedness of the district, evidenced by bonds or state school building aid loans
8. Carrying out sewer or drain projects or purposes authorized in Education Code 17577
9. Purchasing school buses with a useful life of at least 20 years
10. Demolishing or razing any school building with the intent to replace it with another school building, whether in the same location or in any other location

Except for refunding any outstanding indebtedness, any of the purposes listed above may be united and voted upon as a single proposition by an order of the Board entered into the minutes. (Education Code 15100)

The Board may appoint a citizens' oversight committee to review and report to the Board and the public as to whether the expenditure of bond revenues complies with the intended purposes of the bond.

Certificate of Results

If the certificate of election results received by the Board shows that the appropriate majority of the voters is in favor of issuing the bonds, the Board shall record that fact in its minutes. The Board shall then certify to the County Board of Supervisors all proceedings it had in connection with the election results. (Education Code 15124, 15274)

Resolutions Regarding Sale of Bonds

Following passage of the bond measure by the appropriate majority of voters, the Board shall pass a resolution directing the issuance and sale of bonds. In accordance with law, the resolution shall prescribe the total amount of bonds to be sold and may also prescribe the maximum acceptable interest rate, not to exceed eight percent, and the time(s) when the whole or any part of the principal of the bonds shall be payable. (Education Code 15140; Government Code 53508.6)

In passing the resolution, the Board shall consider each available funding instrument, including, but not limited to, the costs associated with each and their relative suitability for the project to be financed.

Prior to the sale of bonds, the Board shall place an agenda item at a public meeting and adopt as part of the bond issuance resolution, or in a separate resolution, disclosures of the available funding instruments, the costs and sustainability of each, and all of the following information: (Education Code 15146)

1. Express approval of the method of sale, such as competitive or negotiated sales
2. Statement of the reasons for the method of sale selected
3. Disclosure of the identity of the bond counsel, and the identities of the bond underwriter and the financial adviser if either or both are utilized for the sale, unless these individuals have not been selected at the time the resolution is adopted, in which case the Board shall disclose their identities at the public meeting occurring after they have been selected
4. Estimates of the costs associated with the bond issuance, including, but not limited to, bond counsel and financial advisor fees, printing costs, rating agency fees, underwriting fees, and other miscellaneous costs and expenses of issuing the bonds

GENERAL OBLIGATION BONDS

When the sale involves bonds that allow for the compounding of interest, such as a capital appreciation bond (CAB), the resolution to be adopted by the Board shall include Items #1-4 above as well as the financing term and time of maturity, repayment ratio, and the estimated change in the assessed value of taxable property within the district over the term of the bonds. The resolution shall be publicly noticed on at least two consecutive meeting agendas, first as an information item and second as an action item. The agendas shall identify that bonds that allow for the compounding of interest are proposed. (Education Code 15146)

Prior to adopting a resolution for the sale of bonds that allow for the compounding of interest, the Board shall be presented with the following: (Education Code 15146)

1. An analysis containing the total overall cost of the bonds that allow for the compounding of interest
2. A comparison to the overall cost of current interest bonds
3. The reason bonds that allow for the compounding of interest are being recommended
4. A copy of the disclosure made by the underwriter in compliance with Rule G-17 adopted by the federal Municipal Securities Rulemaking Board

At least 30 days prior to the sale of any debt issue, the Superintendent or designee shall submit a report of the proposed issuance to the California Debt and Investment Advisory Commission (CDIAC). (Government Code 8855)

After the sale, the Board shall be presented with the actual issuance cost information and shall disclose that information at the Board's next scheduled meeting. The Board shall ensure that an itemized summary of the costs of the bond sale and all necessary information and reports regarding the sale are submitted to the CDAIC. (Education Code 15146; Government Code 53509.5)

Bond Anticipation Notes

Whenever the Board determines that it is in the best interest of the district, it may, by resolution, issue a bond anticipation note, on a negotiated or competitive-bid basis, to raise funds that shall be used only for a purpose authorized by a bond that has been approved by the voters of the district in accordance with law. (Education Code 15150)

Payment of principal and interest on any bond anticipation note shall be made at note maturity, not to exceed five years, from the proceeds derived from the sale of the bond in anticipation of which that note was originally issued or from any other source lawfully available for that purpose, including state grants. Interest payments may also be made from such sources. However, interest payments may be made periodically and prior to note maturity from an increased property tax if the following conditions are met: (Education Code 15150)

1. A resolution of the Board authorizes the property tax for that purpose
2. The principal amount of the bond anticipation note does not exceed the remaining principal amount of the authorized but unissued bonds

A bond anticipation note may be issued only if the tax rate levied to pay interest on the note would not cause the district to exceed the tax rate limitation set forth in Education Code 15268 or 15270, as applicable.

Deposit of Bond Proceeds

With regard to general obligation bonds, the district shall invest new money bond proceeds in the county treasury pool as required by law. (Education Code 15146)

GENERAL OBLIGATION BONDS

Election Notice

Whenever the Governing Board orders an election on the question of whether general obligation bonds shall be issued to pay for school facilities, the Superintendent or designee shall ensure that election notice and ballot requirements comply with Education Code 15120-15126 and 15272, as applicable, and the section "Ballot Materials" below.

At least 88 days prior to the date of the election, the Superintendent or designee shall deliver to the officer conducting the election the resolution calling the election, including the date and purpose of the election, the authority for ordering the election and the specification of the election order, the signature of the officer or the clerk of the Board authorized to make such designations, and all other applicable ballot materials. (Education Code 5322)

Ballot Materials

The ballot question to appear on the ballot shall not exceed 75 words and shall appear in the form specified in Elections Code 13119. (Education Code 5322)

The Superintendent or designee shall ensure that the ballot materials comply with applicable laws including a brief statement of the measure setting forth the amount of the bonds to be voted upon, the maximum rate of interest, and the purposes for which the proceeds of the sale of the bonds are to be used. (Education Code 15122)

In addition to the 75-word ballot question, a separate statement shall be included with the sample ballot, which includes the best estimate from official sources of all of the following: (Elections Code 9401)

1. The average annual tax rate that would be required to be levied to fund the bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors. The estimate shall also identify the final fiscal year in which the tax is anticipated to be collected.

2. The highest tax rate that would be required to be levied to fund the bond issue, and an estimate of the year in which that rate will apply, based on assessed valuations available at the time of the election or a projection based on experience within the same jurisdiction or other demonstrable factors.

3. The total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold. The estimate may include information about the assumptions used to determine the estimate.

For bond measures requiring 55 percent majority of the voters, the Superintendent or designee shall ensure that the text of the ballot measure includes a statement that the Board will appoint a citizens' oversight committee and that annual independent audits will be conducted to assure that funds are spent only on school and classroom improvements and for no other purposes. (Education Code 15272)

For bond funded projects that require state matching funds, the Superintendent or designee shall ensure the sample ballot contains a statement advising the voters that the project is subject to the approval of state

GENERAL OBLIGATION BONDS

matching funds and, therefore, passage of the bond measure is not a guarantee that the project will be completed. (Education Code 15122.5)

Arguments in support or in opposition of the bond measure shall be submitted in accordance with Elections Code 9160-9170.

Citizens' Oversight Committee

If a bond is approved under the 55 percent majority threshold pursuant to Proposition 39 to the California Constitution, Article 13A, Section 1(b)(3) and Article 16, Section 18(b), then the district's citizens' oversight committee shall consist of at least seven members, including, but not limited to: (Education Code 15282)

1. One member active in a business organization representing the business community located within the district
2. One member active in a senior citizens' organization
3. One member active in a bona fide taxpayers' organization
4. One member who is a parent/guardian of a district student
5. One member who is a parent/guardian of a district student and is active in a parent-teacher organization, such as the Parent Teacher Association or school site council

Members of the citizens' oversight committee shall be subject to the conflict-of-interest prohibitions regarding incompatibility of office pursuant to Government Code 1125-1129 and financial interest in contracts pursuant to Government Code 1090-1099. (Education Code 15282)

No employee, Board member, vendor, contractor, or consultant of the district shall be appointed to the citizens' oversight committee. (Education Code 15282)

Members of the citizens' oversight committee may serve for no more than three consecutive terms of two years each. They shall serve without compensation. (Education Code 15282)

The purpose of the citizens' oversight committee shall be to inform the public concerning the expenditure of bond revenues. The committee shall actively review and report on the proper expenditure of taxpayers' money for school construction and shall convene to provide oversight for, but not limited to, the following: (Education Code 15278)

1. Ensuring that bond revenues are expended only for the purposes described in California Constitution, Article 13A, Section 1(b)(3), including the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities
2. Ensuring that, as prohibited by California Constitution, Article 13A, Section 1(b)(3)(A), no funds are used for any teacher and administrative salaries or other school operating expenses

In furtherance of its purpose, the committee may engage in any of the following activities: (Education Code 15278)

1. Receiving and reviewing copies of the annual, independent performance and financial audits required by California Constitution, Article 13A, Section 1(b)(3)(C) and (D)
2. Inspecting school facilities and grounds to ensure that bond revenues are expended in compliance with the requirements of California Constitution, Article 13(A), Section 1(b)(3)
3. Receiving and reviewing copies of any deferred maintenance proposals or plans developed by the district

GENERAL OBLIGATION BONDS

4. Reviewing efforts by the district to maximize bond revenues by implementing cost-saving measures, including, but not limited to, the following:
    a. Mechanisms designed to reduce the costs of professional fees
    b. Mechanisms designed to reduce the costs of site preparation
    c. Recommendations regarding the joint use of core facilities
    d. Mechanisms designed to reduce costs by incorporating efficiencies in school site design
    e. Recommendations regarding the use of cost-effective and efficient reusable facility plans

The district shall, without expending bond funds, provide the citizens' oversight committee with any necessary technical assistance and shall provide administrative assistance in furtherance of the committee's purpose and sufficient resources to publicize the committee's conclusions. The district shall also provide the citizens' oversight committee with responses to any and all findings, recommendations, and concerns addressed in the annual independent financial and performance audits within three months of receiving the audits. (Education Code 15280)

All citizens' oversight committee proceedings shall be open to the public and noticed in the same manner as proceedings of the Board. Committee meetings shall be subject to the provisions of the Ralph M. Brown Act. (Education Code 15280; Government Code 54952)

The citizens' oversight committee shall issue regular reports, at least once a year, on the results of its activities. Minutes of the proceedings and all documents received and reports issued shall be a matter of public record and shall be made available on the district's website. (Education Code 15280)

Reports

Within 30 days after the end of each fiscal year, the district shall submit to the County Superintendent of Schools a report concerning any bond election(s) containing the following information: (Education Code 15111)

1. The total amount of the bond issue, bonded indebtedness, or other indebtedness involved
2. The percentage of registered electors who voted at the election
3. The results of the election, with the percentage of votes cast for and against the proposition

By each January 31 following a bond issuance, the district shall submit an annual report to the California Debt Investment and Advisory Commission in accordance with Government Code 8855 and as specified in BP 3470 - Debt Issuance and Management.

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. for Human Resources
DATE: October 22, 2024
RE: **Adopt Resolution No. 24-08 Authorizing Teachers to Teach Outside Their Credential Authorizations**

BACKGROUND: Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8th grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has two additional qualified teachers consenting to Ed Code §44256(b).

RATIONALE: In all the above instances, the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing the assignments. This agenda item meets District Strategic Goal #2- Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no fiscal impact.

RECOMMENDATION: Adopt Resolution No. 24-08 Authorizing Teachers to Teach Outside Their Credential Authorizations.

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

TRACY
UNIFIED SCHOOL DISTRICT

BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 24-08
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL AUTHORIZATIONS 2024-2025

BE IT RESOLVED that the Governing Board pursuant to Education Code Section **§44256(b)** authorizes the holder of a multiple subject teaching credential, or a standard elementary credential, to teach any subject in departmentalized classes to a given class or group of students below grade nine (9), provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has two (2) additional qualified teachers consenting to Ed Code §44256(b).

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 12th day of November 2024 by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

_____
President
Board of Trustees
Tracy Unified School District

_____
Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:
I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

_____
Clerk
Board of Trustees
Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
2024-2025 SCHOOL YEAR TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
Teacher's Name	Site	Ed Code	Subject
Hendersen, Jeffery	Monte Vista	*44256(b)*	Social Science
Cordisco, Monica	Monte Vista	*44256(b)*	English

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: October 24, 2024
SUBJECT: **Approve Revised Job Description for Parent Liaison**

BACKGROUND: The District and CSEA reached agreement on the revised job description for Parent Liaison. The job description was revised to reflect oversight of the Parent Liaisons by the Director of Student Services. Parent Liaisons were formerly under the direction of the Director of Alternative Programs, which no longer exists. This was negotiated and agreed upon in January of 2023, but had not been brought to the board for approval.

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

FUNDING: There is no fiscal impact.

RECOMMENDATION: Approve Revised Job Description for Parent Liaison.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Parent Liaison

DEPARTMENT/DIVISION: ~~Alternative Programs~~ **Student Services**

POSITION SUMMARY:

Under general supervision of the ~~Director of Alternative Programs~~, **Director of Student Services or designee,** the Parent Liaison facilitates increased parent involvement in the District. The Parent Liaison serves to establish effective communication between families, schools and the community, improve community outreach, and facilitate training opportunities for parents or guardians which will support academic achievement for students. This is a ten month position with a flexible schedule.

ESSENTIAL FUNCTIONS:

1. Contact parents/guardians and families through electronic communications, home visits, and meetings at school sites in order to encourage participation in school and/or District activities and events.
2. Provide information to parents/guardians concerning District policy and procedures such as registration, curriculum, assessment, and discipline as stipulated in school site and District policies.
3. Facilitates explanation of school and program goals and objectives to the community.
4. Attend and participate in school site and District parent/guardian meetings.
5. Contact parents to encourage participation on school committees or attend special events at the school or District level, including but not limited to English Learners Advisory Committee (ELAC), Title 1 Parent Advisory Committee, Gifted and Talented Education (GATE) Committee, Local Control Action Plan (LCAP), Stakeholder meetings and parenting programs.
6. Serve as a contact for parents/guardians to call with questions or concerns about school programs, specific activities and events.
7. Draft and design materials such as flyers, bulletins, newsletters and brochures for special events.
8. Maintain a directory of school, District and community services available to meet social and personal needs of school families.
9. Serve as an information resource for school-wide family involvement efforts and instructional programs.
10. Maintain confidentiality within the scope of duties.
11. Maintains regular and prompt attendance in the workplace.
12. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

The ability to carry out oral and written directions, read, write and speak at a level sufficient to fulfill the duties to be performed for the position described. High school diploma or equivalent required. Must have a valid California drivers' license. Must possess oral and written bilingual skills at a level sufficient to fulfill the duties of the position. Parent or guardian of a current or former student of the local learning community preferred.

SKILLS AND QUALIFICATIONS:

1. Demonstrate effective oral and written communication skills in English and a second language (Bilingual/Biliterate).
2. Ability to communicate effectively with teachers, parent/guardians and families, administrators, students, and staff in a wide variety of situations.
3. Ability to prioritize and complete assigned projects and tasks with minimal supervision and direction.
4. Knowledge of District and school site computer software and programs for record keeping and communications between the school site, families and the community.
5. Ability to operate standard office equipment, including computers and electronic communication devices.
6. Possess strong organizational skills.
7. Ability to maintain required records and files, and produce clear and accurate informational reports.
8. Demonstrate an understanding of District and school site policies, procedures and objectives.
9. Ability to maintain cooperative working relationships with those contacted in the course of work from a variety of social/cultural backgrounds.

PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

1. Enter data/information into a computer terminal, operate standard office equipment for extended periods of time, and use a telephone.
2. Sit for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Hear and understand speech at normal levels and on the telephone with or without hearing aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Squat, stoop and/or bend over.
7. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
8. Lift and/or carry up to 25 pounds at shoulder height for short distances.
9. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with District office staff, school site staff, students, parents, and the public. In addition, the Parent Liaison may perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other school related activities and events.

SALARY: Classified Range 28

DAYS OF SERVICE: Per the TUSD Classified Calendar for 10 month employees plus a maximum of 5 extra work days prior to the start of the school year.

APPROVED: TUSD: 10/13/15,

TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 4, 2024
SUBJECT: **Approve the Instructional Calendars for 2025-2026, 2026-2027, 2027-2028**

BACKGROUND: Attached are the Instructional Calendars for 2025-2026, 2026-2027, 2027-2028 school years that have been prepared by the District and negotiated with TEA. The draft calendars have been shared with CSEA and, once approved, will be used to negotiate work year calendars for classified employees.

RECOMMENDATION: Approve the Instructional Calendars for 2025-2026, 2026-2027, 2027-2028.

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

10/30/24 Danny Jaliqua 10/3[illegible].24 8:13 AM

Amy S 30 OCT 24

DRAFT 2025-2026 Calendar 1st Revision

Revised 9.3.2024 @10:55 an.

July 2025

S	M	T	W	T	F	S
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August 2025

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24	E 25	26	27	28	29	30
31						

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September 2025

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14	E 15	16	17	18	19	20
21	E 22	23	24	25	26	27
28	E 29	30				

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October 2025

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12	E 13	14	15	16	17	18
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26	E 27	28	29	30	31	

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November 2025

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2	E 3	4	5	6	7	8
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December 2025

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14	E 15	16	17	18	19	20
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28	29	30	31			

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January 2026

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4	E 5	6	7	8	9	10
11	E 12	13	14	15	16	17
18	19	20	21	22	23	24
25	E 26	27	28	29	30	31

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February 2026

S	M	T	W	T	F	S
1	E 2	3	4	5	6 M-1	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	E 23	24	25	26	27	28

65

18

March 2026

S	M	T	W	T	F	S
1	E 2	3	4	5	6 M-3	7
8	9	10	11	12	13	14
15	E 16	17	18	19	20	21
22	E 23	24	25	26	27	28
29	E 30	31				

17

April 2026

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	E 13	14	15	16	17	18
19	E 20	21	22	23	24	25
26	E 27	28	29	30		

20

May 2026

S	M	T	W	T	F	S
					1	2
3	E 4	5	6	7	8	9
10	E 11	12	13	14	15	16
17	E 18	19	20	21	22 M-2	23
24	25	26	27 M-4	28 M-4	29 M	30
31						

20

June 2026

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

57

0

18

108

180

180

First and Last Days of School

Student Attendance Days

Holidays

Board Designated Holiday (No Students)

M — Minimum Day, all grades, K-12 (All Schools)

M-1 — Minimum Day, grades K-5 & K-8 (Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North Post, South/West Park, Villalovoz)

M-2 — Minimum Day, grades K-5, K-8 & 6-8 (M-1 schools plus Monte Vista and Williams)

E — Early Release Monday

M-3 — Minimum Day, grades 6-12 (Monte Vista, Williams, Tracy, West, Stein, Kimball)

M-4 — Minimum Day, grades 9-12, only (Tracy, West, Stein, Kimball)

P/T Conference (no students)

Staff BBD (no students)

Teacher Pre-Service Days (no students)

Voluntary Classroom Prep Day. (Optional. May be utilized as follows: 1 Full day or two half days)

10/30/24 Tammy Jaligue — 30 Oct 24

10/30/2024 2:35 PM

DRAFT 2026-2027 Calendar DRAFT B

July 2026

S	M	T	W	T	F	S	
			1	2	3	4	
5	6	7	8	9	10	11	
12	13	14	15	16	17	18	
19	20	21	22	23	24	25	
26	27	28	29	30	31		0

August 2026

S	M	T	W	T	F	S	
						1	
2	E 3	4	5	6	7	8	
9	E 10	11	12	13	14	15	
16	E 17	18	19	20	21	22	
23	E 24	25	26	27	28	29	21
30	E 31						

September 2026

S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	E 14	15	16	17	18	19	
20	E 21	22	23	24	25	26	
27	E 28	29	30				21

October 2026

S	M	T	W	T	F	S	
				1	2 M	3	
4	5	6	7	8	9	10	
11	E 12	13	14	15	16	17	
18	19	20	21 M-2	22 M-2	23 M-2	24	58
25	E 26	27	28	29	30	31	
							16

November 2026

S	M	T	W	T	F	S	
1	E 2	3	4	5	6	7	
8	E 9	10	11	12	13	14	
15	E 16	17	18	19	20	21	
22	23	24	25	26	27	28	
29	E 30						15

December 2026

S	M	T	W	T	F	S	
		1	2	3	4	5	
6	E 7	8	9	10	11	12	
13	E 14	15	16 M-4	17 M-4	18 M-3	19	
20	21	22	23	24	25	26	
27	28	29	30	31			14

January 2027

S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	
10	E 11	12	13	14	15	16	
17	18	19	20	21	22	23	
24	E 25	26	27	28	29	30	18
31							

February 2027

S	M	T	W	T	F	S	
	E 1	2	3	4	5 M-1	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
21	E 22	23	24	25	26	27	65
28							
							18

March 2027

S	M	T	W	T	F	S	
	E 1	2	3	4	5 M-3	6	
7	8	9	10	11	12	13	
14	E 15	16	17	18	19	20	
21	E 22	23	24	25	26	27	
28	29	30	31				16

April 2027

S	M	T	W	T	F	S	
				1	2	3	
4	E 5	6	7	8	9	10	
11	E 12	13	14	15	16	17	
18	E 19	20	21	22	23	24	
25	E 26	27	28	29	30		22

May 2027

S	M	T	W	T	F	S	
						1	
2	E 3	4	5	6	7	8	
9	E 10	11	12	13	14	15	
16	E 17	18	19	20	21 M-2	22	
23	E 24	25 M-4	26 M-4	27 M	28	29	19
30	31						

June 2027

S	M	T	W	T	F	S	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	57
27	28	29	30				
							0

109

First and Last Days of School

Student Attendance Days

Holidays

Board Designated Holiday (No Students)

M — Minimum Day, all grades, K-12 (All Schools)

M-1 — Minimum Day, grades K-5 & K-8 (Bohn, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North Post, South/West Park, Villalovoz)

M-2 — Minimum Day, grades K-5, K-8 & 6-8 (M-1 schools plus Monte Vista and Williams)

180
180

E — Early Release Monday

M-3 — Minimum Day, grades 6-12 (Monte Vista, Williams, Tracy, West, Stein, Kimball)

M-4 — Minimum Day, grades 9-12, only (Tracy, West, Stein, Kimball)

P/T Conference (no students)

Staff BBD (no students)

Teacher Pre-Service Days (no students)

Voluntary Classroom Prep Day. (Optional. May be utilized as follows: 1 Full day or two half days)

10/30/24 Tammy Saliga 30 Oct 24

10/2 :24 3:13 PM

DRAFT 2027-2028 alendar DRAFT A

July 2027

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

0

August 2027

S	M	T	W	T	F	S
1	E 2	3	4	5	6	7
8	E 9	10	11	12	13	14
15	E 16	17	18	19	20	21
22	E 23	24	25	26	27	28
29	E 30	31				

22

September 2027

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	E 13	14	15	16	17	18
19	E 20	21	22	23	24	25
26	E 27	28	29	30		

21

October 2027

S	M	T	W	T	F	S
					1 M	2
3	4	5	6	7	8	9
10	E 11	12	13	14	15	16
17	18	19	20 M-2	21 M-2	22 M-2	23
24	E 25	26	27	28	29	30
31						

58

15

November 2027

S	M	T	W	T	F	S
	E 1	2	3	4	5	6
7	E 8	9	10	11	12	13
14	E 15	16	17	18	19	20
21	22	23	24	25	26	27
28	E 29	30				

15

December 2027

S	M	T	W	T	F	S
			1	2	3	4
5	E 6	7	8	9	10	11
12	E 13	14	15 M-4	16 M-4	17 M-3	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

13

January 2028

S	M	T	W	T	F	S
						1
2	E 3	4	5	6	7	8
9	E 10	11	12	13	14	15
16	17	18	19	20	21	22
23	E 24	25	26	27	28	29
30	E 31					

20

February 2028

S	M	T	W	T	F	S
		1	2	3	4 M-1	5
6	E 7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	E 28	29				

67

19

March 2028

S	M	T	W	T	F	S
			1	2	3 M-3	4
5	6	7	8	9	10	11
12	E 13	14	15	16	17	18
19	E 20	21	22	23	24	25
26	E 27	28	29	30	31	

18

April 2028

S	M	T	W	T	F	S
						1
2	E 3	4	5	6	7	8
9	E 10	11	12	13	14	15
16	17	18	19	20	21	22
23	E 24	25	26	27	28	29
30						

18

May 2028

S	M	T	W	T	F	S
	E 1	2	3	4	5	6
7	E 8	9	10	11	12	13
14	E 15	16	17	18	19 M-2	20
21	E 22	23 M-4	24 M-4	25 M	26	27
28	29	30	31			

19

June 2028

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

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180

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