

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 25, 2021

PLACE: DISTRICT EDUCATION CENTER
SUPERINTENDENT'S CONFERENCE ROOM
1875 WEST LOWELL AVENUE
TRACY, CALIFORNIA

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

TIME: 6:45 PM Closed Session
7:00 PM Open Session

MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:

To view this meeting, please follow this link: [Board Meeting Live](#)

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

As per Executive Order N-29-20 from Governor Newsom, the Tracy Unified School District Board of Education meetings will move to a virtual/teleconferencing environment using Microsoft Teams. The Governor's executive order on March 12, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location.

To make a public comment, please follow this Public Comment Link available only on the date of the meeting, between 5:00 and 6:00 p.m. to place your comment.

A G E N D A

- | | | |
|--------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board:S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 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: None. | |
| 3.3 | Human Resources: | |
| 3.3.1 | Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___; Vote: Yes___; No___; Absent___; Abstain___ | |
| 3.3.2 | Conference with Labor Negotiator
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: None.

7. Approve Regular Minutes of May 11, 2021

1-7

Action: Motion___; Second ___. **Vote:** Yes ___; No ___; Absent _ __; Abstain _ _

8. Student Representative Reports:

8.1 Video Presentations by Tracy High: Sophia Alejandre; West High: Kaitlyn Durant and Gianna Uribe; Kimball High: Julian Steffens; and Alternative Ed Campus: Aime Valencia Munoz.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 North School Presentation

9.2 West High AVID Program

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 Receive Report on San Joaquin County COVID19

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 five (5) 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 accepted by Tracy Unified.

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (April, 2021)
(Separate Cover Item)

8

13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors

9-13

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

14-15

- | | | |
|---------------|---|--------------|
| 13.1.4 | Accept the Generous Donations from the Various Individuals, Business, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 16-17 |
| 13.1.5 | Approve Payroll Reports (April, 2021) | 18-22 |
| 13.1.6 | Approve Revolving Cash Fund Report (April, 2021) | 23-24 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Contract Services between MobyMax Education, LLC and Monte Vista Middle School to Provide License Renewal for the MobyMax Virtual Intervention Program for the 2021-2022 School Year | 25-28 |
| 13.2.2 | Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2021-2022 School Year | 29-32 |
| 13.2.3 | Approve Agreement for Contract Services between Nearpod, Inc. and Monte Vista Middle School for the 2021-2022 School Year | 33-36 |
| 13.2.4 | Approve School Readiness Preschool Program Parent Handbook for 2021-2022 School Year (Separate Cover Item) | 37 |
| 13.2.5 | Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2021-2022 School Year | 38-43 |

13.3 Human Resources:

- | | | |
|---------------|---|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 44-45 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 46-47 |
| 13.3.3 | Approve a Variable Term Waiver for Administrative Services | 48-49 |
| 13.3.4 | Approve Paid Intern Education Administration Agreement with Brandman University | 50-57 |
| 13.3.5 | Approve Student Teacher and Speech-Language Pathologist Fieldwork Agreement with San Jose State University | 58-63 |

- 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: None.

14.2 Educational Services:

- | | | |
|----------------|---|--------------|
| 14.2.1 | Approve Agreement to purchase and access Digital Credit Recovery Course Licenses for the Summer 2021-2024 School Year | 64-67 |
| Action: | Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.2.2 | Approve TUSD ESSER and Expanded Learning and Opportunities Grants Plan (Separate Cover Item) | 68-69 |
| Action: | Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___. | |

15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
17. **Board Meeting Calendar:**
 - 17.1 June 8, 2021
 - 17.2 June 22, 2021
 - 17.3 August 10, 2021
 - 17.4 August 24, 2021
18. **Upcoming Events:**
 - 18.1 May 28, 2021 Last Day of School

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 11, 2021**

As per Executive Order N-29-20 from Governor Newsom, the Tracy Unified School District Board of Education meetings moved to a virtual/teleconferencing environment using Microsoft Teams. The Governor's executive order on March 12, 2020, waived the requirement for a majority of board members to physically participate in a public board meeting at the same location. The intent is not to limit public participation, but rather to protect public health by following the Governor's Stay at Home executive order. (Public Comments were available by online submission).

6:45 PM: 1-3. President Kaur called the meeting to order and adjourned to closed session.

Roll Call: 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry

7:01 PM 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6a Report Out of Action Taken on Consider Leave of Absence for Certificated Employee #UC-1264, Pursuant to Article XX
Action: **Vote:** Yes-7; No-0.

Minutes: 7. **Approve Regular Minutes of April 27, 2021.**
Action: Abercrombie, Erskine. **Vote:** Yes-5; No-1(Hoffert) Abstain-1(Blanco)

Visitors: None. Meeting was live streamed via Microsoft Teams.

Student Rep Reports: 8. None.

Recognition & Presentations: 9.1 Central Elementary School Presentation
Principal, Nancy Link, presented a video on Central School. Showed pictures of the new campus. They stress literacy but will be talking about STEM tonight and some of the higher-level thinking in our teacher lessons. Wildcats are problem solvers. She showed pictures of students' design challenges such as leaves stuck in gutter and using a gutter sucker that can be attached to your vacuum to get them out. The next student's problem was that the mirror was too high for her to see. She made herself a cute model so that she can see what she looks like. She showed a 5th grade lesson on water filtration and the information from a science notebook. In STEM they have notebooks, reading and note taking. A student showed his video on a water filtration system. He was excited to make this system and enjoyed STEM. He demonstrated his project and the water came out clear.

9.2 Southwest Park Elementary School Presentation

Principal, Ramona Soto, and Assistant Principal, Juan Lopez, introduced their video presentation on Southwest Park Elementary School which highlighted their successes including STEM implementation. Videos and pictures showed a student testing their model house in the strong winds, the pancake challenge and a water filtration challenge. Pictures of their reopening of schools included temperature checks, social distancing and handwashing pictures. The school kept communications open with phone calls, letters, websites information and Facebook. Accomplishments included PIQUE, with 44 parents graduating, the police academy, parent café, and literacy nights. Throughout the year, they continued to build relationships with students, parents and staff.

Trustee Hoffert left the meeting at 7:08 p.m.

Trustee Hoffert returned to the meeting at 7:12 p.m.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on San Joaquin County COVID19

Associate Superintendent of Educational Services, Julianna Stocking, presented a power point showing that Californians are presently moving rapidly in a positive direction. In San Joaquin County, we have made a little more progress in this past week as people are vaccinating. We are still in the red at 7.2 per 100,000 and 2.8 for the positivity rate.

10.2.2 Receive Report on STEM Implementation in TUSD

Director of IMC, Dr. Debra Schneider, and Del Pabalan presented a power point about STEM and our community collaboration. In person learning has many students and we are still providing materials to those students who have continued on with distance learning. Each student gets their own materials, so they do not have to share. We are continuing our Pre K-5 implementation and getting ready for 6-12. The design team for 6-12 has been meeting and working on units. Everything is on target. Making community connections is important to students and we want people in STEM jobs to talk with our students. The community collaboration is made up of people from the Chamber of Commerce, City of Tracy, and various other STEM related fields. They meet once a quarter with the superintendent and herself and brainstorm ideas. It has been a struggle, but this year seems easier by having someone appear virtually to their class. The Kindergarteners and 1st graders are looking at animal habitats and their structure and function. We had our FFA students be the STEM professionals. This was done virtually. They are raising animals as a business. This brought students and teachers together and they explained their project to raise goats. Her goat happened to have kids that weekend. The students loved seeing the baby goat. One of our TOSA's, Ms. Del Pabalan, explained that for Grades 2 and 3, we have been offering educational technology workshops for teachers and parents. She realized there wasn't technology training for students. She asked Microsoft if they could put on workshops for TUSD and they say that they would. The first event

was computer science education week through Microsoft. This was exclusive for TUSD. We have offered STEAM activities of the month. She reached out to KCRA 3 and ABC 10 and Monica Woods replied and said she would present as well as Dirk Verdoorn. Students were able to ask questions in real time rather than have to type in questions. Other grades had projects such as constructing earthquake resistant homes, crashes and collisions, and entry level coding. We are piloting coding workshops for Microsoft, and we provide them with input to make the experience better.

10.2.3 Receive Report on Library and Student Books Fines for the 2020-21 School Year (Action Item 14.2.1)

Dr. Debra Schneider presented a power point. There are 2 implications for waiving fines and fees. Instructional materials are textbooks or class novels. There are also library materials which students can check-out for pleasure or learning. Both have same policies. If you lose it, you have to pay to replace it. If late, there is a \$5,00 fee no matter how late it is. The amount stays at \$5.00. There are replacement fines and late fines. Per Ed Code we are allowed to make these charges. We do not hold back transcripts or grades, but we will withhold the diploma. If a book is late, they are not charged the fee until the end of the school year and have until their senior year to pay for it. There is no interest and it never gets bigger. Last year due to the shutdown from March to June, trying to get books back in a safe way was difficult. There was approximately \$375,000 in books that were never returned. The district gave library techs extra hours, support staff, etc., to try and call and get those books back. If you pay a replacement cost it goes into the instructional materials bucket to buy new. If it goes into library fund, it stays at the site. We got it down to about \$30,000. She expects if we were to do this again and people hear they do not have to pay late fees we would be far over this amount and it is a concern. Some have already paid. From last spring there is about \$5,000 in fines. If someone has a financial issue, we work with them. They can make small payments, etc. We also can make a contract with the student and they can work off their fines in the library. She does not know of any other district that has waived fees. If we do not get books back, then access becomes a problem. The Williams Act requires that all students have access to the same book and if we don't have enough, we are in violation. We have to start placing orders to replace books because we need them in students' hands in August. That's a concern because the board approves that we are Williams Act compliant.

10.2.4 Receive Report on the 2020-21 Senior Graduation Ceremony Participation (Action Item 14.2.2)

Associate Superintendent of Educational Services, Julianna Stocking, presented a power point on the impacts of allowing seniors to participate in graduation who are credit deficient. This year started with distance learning and then transitioned to in-person hybrid model. This has impacted students. Currently in order to participate in the ceremony

students would have had to complete 220 credit or 185 at our continuation high school. She reviewed numbers of at-risk students who will not receive a diploma and the number of seniors deficient 20 credits or less. They would still need to complete those credits to earn their diploma. This would be for the 2020-2021 senior class only.

Hearing of Delegations

11. The following comments were submitted online and read loud during the board meeting. They were copied in these minutes as submitted.

Gianna Uribe: 14.3.2 I just want to thank the board for picking a superintendent who cares about students. I have worked with Dr. Pecot and believe he truly cares about student needs. Gianna Uribe ASB President Merrill West.

Izaiah Quiruz. Hello and good evening members of the board, I just wanted to show my appreciation to the board for picking a superintendent that cares about students and their well-being. Dr. Pecot has done so much for our school and community.

Kim Hearn. In regards to item 14.2.1: I hope the board approves this motion to suspend late fees for books. It was unreasonable to expect students to repeatedly go back to a school during this pandemic to pick up and drop of books. If they couldn't, or wouldn't, take the risk of leaving their homes, their grades suffered. And for those that were able to pick up a book, but not return it in the districts time frame, they were punished with a fine. I do not believe this shows students you care. In the future, should this pandemic continue into the next school year, the curriculum needs to be checked so that students are not asked to return to school just to pick up books. Thank you

Public Hearing:

12.3 Human Resources:

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

The public hearing was opened at 8:07 pm.
No comments were received.
The public hearing was closed at 8:08 pm.

Consent Items:

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

Action: All items except for #13.3.1. Abercrombie, Souza.

Vote: Yes-7; No-0; Absent-

Action: On #13.3.1. Abercrombie, Souza. **Vote:** Yes-7; No-0.

13.1 Administrative & Business Services:

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

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

- 13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year
- 13.2 **Educational Services:**
 - 13.2.1 Ratify Agreement for Special Contract Services with Sierra Vista Child & Family Services (Kirk Baucher) NPS for the 2020-2021 School Year (Separate Cover Item)
 - 13.2.2 Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary STEM Academy during Summer School 2021
 - 13.2.3 Approve Agreement for Contract Services for SJCOE Language & Literacy to provide 2 days of K-5 EL Summer School Planning Time at South/West Park Elementary
- 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 the Hire of AVID College Tutors for the 2020-2021 School Year

Action Items:

- 14.1 **Administrative & Business Services:**
 - 14.1.1 Authorize the Director of Transportation to Purchase Six (6) Twenty-Four Passenger Buses to Accommodate Additional Special Education Students
Action: Abercrombie, Souza. **Vote:** Yes-7; No-0.
 - 14.1.2 Adopt Resolution No. 20-19 Authorizing Temporary Loans Between Funds for the 2021/22 School Year
Action: **Vote:** Abercrombie, Alexander. Yes-6; No-1(Hoffert)
 - 14.1.3 Receive Report on Actuarial Study of Post Employment Benefits in Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item)
Action: Abercrombie, Souza. **Vote:** Yes-7; No-0.
 - 14.1.4 Approve the Fiscal Year 2019-20 Annual Financial Audit (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-7; No-0.
- 14.2 **Educational Services:**
 - 14.2.1 Consider the Waiver of all Student Book Fines for the 2020-2021 School Year
Action: Waived late fees only for the 2020-21 school year. Hoffert, Blanco. **Vote:** Yes-4(Hoffert, Blanco, Erskine Alexander); No-3(Souza, Abercrombie, Kaur)
 - 14.2.2 Consider to Allow Seniors that are within 20 Credits or Less of the TUSD High School Diploma Requirement to Participate in the 2021 Graduation Ceremony
Action: Blanco, Abercrombie. **Vote:** Yes-7; No-0.
- 14.3 **Human Resources:**

- 14.3.1** Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2021-2022 School Year
Action: Erskine, Abercrombie. **Vote:** Yes-7; No-0.
- 14.3.2** Approve Superintendent's Contract
Action Abercrombie, Souza. **Vote:** Yes-5; No-2(Hoffert, Blanco)

Board Reports:

Trustee Souza thanked Central and Southwest Park for their presentations. She appreciates Dr. Schneider and what she has done with STEM. She also appreciates Dr. Pecot. She is very excited for him to lead our district. It has been a tough year and we have come a long way. She looks forward to Dr. Pecot leading our district. Trustee Hoffert thanked Dr. Schneider and Ms. Pabalan for their presentation and explaining about getting presenters for students to show various careers in STEM. He also would like students to be comfortable in bringing information to the board. Waiving library fees and allowing students to walk both are issues of compassion and recognizing struggles that our families have faced this past year. Trustee Blanco likes hearing from Dr. Schneider and appreciated Del's hard work and diligence. She formally apologized to the Tracy Social Justice group for her not attending the last board meeting to support them. She also commented on the issue of sexual assault and that per California law officers are to ask victims if they would like an advocate before starting an investigation. She thanked the students for coming to the previous board meeting with their requests and she didn't feel they received the response or sensitivity that they would like. Trustee Alexander congratulated Dr. Pecot on being the next superintendent for Tracy Unified. He thinks this was an excellent choice. He is also glad that the board approved the elimination of late fees for the 2020-21 year. He feels it shows they are concerned about our students. He's happy to allow students to walk during the graduation ceremony with their class. He believes that it will have a major impact on them. Trustee Erskine in light of juniors and seniors moving forward, she stated some opportunities that she sent to cabinet and hopes they were disseminated to our sites. The Trade Council is presenting a construction apprentice opportunity. Information is available at your school site. There will be a zoom meeting on May 27th from 6:00 to 7:00 p.m. Another opportunity is the Microsoft Office Specialist Program. It provides student with handyman skills with credentials to help move them forward. Student leaders can apply for 2020-21 online academy for student learners. Delta college is providing \$2 million for 1000 internship initiatives with San Joaquin County providing another \$2 million. This will provide internships to help gain work skills. She congratulated all the work that everyone has done to bring us to this point. She congratulated Dr. Pecot for becoming superintendent of TUSD. She wants to ensure that our EL students get support they need. Our kindergarteners who are enrolled receive support and continue to improve district morale. She believes that he is aware and will address these issues. Trustee Abercrombie congratulated Dr. Pecot. He thinks he is an outstanding choice and wishes him the best of luck. Trustee Kaur thanked Dr. Schneider and all presenting tonight. It is great to see how we are making an impact on students. She is excited that our seniors will have a chance to walk. We realize that with the pandemic happening, it may be difficult for students to receive all of the credits that they need. She congratulated Dr. Pecot and believes this is one of the best decisions the board has made. During interview she thought about whether she would put her own son at a school where he was principal and she definitely would. She looks forward to him being the next superintendent and thanked Dr. Stephens for all of

his work.

**Superintendent
Report:**

Dr. Stephens commented that it is clear that we have made a commitment to STEM education. We have seen good work from our students. Dr. Schneider has taken the lead in this and we look forward to the positive impact on our students. He also congratulated Dr. Pecot on being named superintendent of the district starting in July of 2022. He has known him for a number of years, and he is a high-quality person who will do our district right. He looks forward to working with him over the next year.

Adjourn: 8:44

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 11, 2021
SUBJECT: Approve Accounts Payable Warrants (April, 2021)

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 (April, 2021).

Prepared by: S. Reed Call, Director of Financial Services.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 13, 2021
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

BACKGROUND: To be valid or to constitute an enforceable obligation 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, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

To that end, the attached list of vendors has met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Entertainment, Assembly, Service, Business and Food Vendors.

PREPARED BY: Cindy Everhart, Facility Use Coordinator.

Entertainment / Assemblies / Food Prepared by : Cindy Everhart
Approved Vendors Insurance List

VENDORS PAID WITH TITLE 1 FUNDS REQUIRES BOARD AGENDA THROUGH ED SERVICES MOU PROCESS!		
<p style="text-align: center;">Vendor names are listed by the insured name of the vendor and not the program name ↓ This list of Approved Vendors confirms verification of insurance coverage only! ↓ Board Approval based on insurance remaining current!</p>		
<p>SMOKING, TOBACCO PRODUCTS, ALCOHOL, DRUGS, FIREARMS OR EXPLOSIVES ARE PROHIBITED ON ANY SCHOOL DISTRICT PROPERTY. Vendors must be aware of the location of emergency exits at all times. Vendors are prohibited from applying pesticides, chemicals, or cleaning products to district facilities or grounds. FLAMES ARE PROHIBITED INDOORS ON DISTRICT PROPERTY - SEE SPECIFICS IN FOOD VENDOR BELOW!</p>		
<p>Per BP 5145.14 - Taking pictures of school pupils and buildings for commercial purposes is normally prohibited. Any exception requires an application in writing and the approval of the Superintendent or Superintendent's designee. Most DJ's have photo booths and own the pictures. The photos can be placed on their website or social media which is a violation of policy.</p>		
[REQUESTING VENDOR FOR BOARD APPROVAL]:		
Vendor Name		Insurance Expiration
Games Straight 2U - Gaming trailer full of gaming consoles-Ps5, PS4, Xbox one, Nintendo switch and over 350 games. Mike Razniak or Sylvia - gamesstriaght2u@gmail.com, (408) 807-8868. CONTRACT REQUIRED PRIOR TO ACTIVITY OCCURENCE		5/4/2022
Events To The T - event planning and consulting company. Toby Proescher, toby@lavishevents.com, 925-525-8629. www.sfproms.com. EVENTS TO THE T CONTRACT NOT VALID. MUST USE DISTRICT CONTRACT SERVICES AGREEMENT PRIOR TO OCCURENCE		12/2/2021
Board Approved	Approved Vendor Name	Insurance Expiration
11/8/16	Lifetouch National School Studios - Student photos and photo booths through Lifetouch only. Paul Castor, Cell: 408.499.0524, pcastor@lifetouch.com. Does not include DJ services. CONTRACT REQUIRED PRIOR TO OCCURENCE.	6/30/2021
3/12/19	Herff Jones - Yearbooks, caps, gowns, class rings, graduation announcements, diplomas. Joan Selna Rep - (209) 607-2118, jselna@herffjones.com. MUST USE CONTRACT PRIOR TO OCCURENCE.	7/30/2021
2/13/18	Shoob Photography - School photos, Alex Shoob, 567-0768, alex@shoobphoto.com, projects@shoobphoto.com, www.shoobphoto.com. No pictures of students without parental permission slip.	8/9/2021
9/25/18	The Echo Hero Show - topics enforced through songs can include not littering, recycling, food waste, saving water, energy efficiency and using reusable items. Brett Edwards, (888) 482-3885, echoheroshow@gmail.com. No website. CONTRACT REQUIRED PRIOR TO OCCURENCE.	10/1/2021
2/11/14	World of Wonders Science Museum (WOW) , Teaches varius science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURENCE.	12/1/2021

Entertainment / Assemblies / Food Prepared by : Cindy Everhart
Approved Vendors insurance List

Vendor names are listed by the insured name of the vendor and not the program name
↓This list of Approved Vendors confirms verification of insurance coverage only!↓
Board Approval based on insurance remaining current!

1/25/11	Kaiser Permanente - Dean Starnes, dean.starnes@kp.org, 510-987-2223, www.Kp.org/etp/ncal, for programs "Community Troupe", "The Best Me", "Nightmare on Puberty ST." and "Secrets". Contact Aldo I Chazaro Aldo.I.Chazaro@kp.org, 510-302-4126- Educational Theatre offer free anti-bullying program, Peace Signs.CONTRACT REQUIRED PRIOR TO OCCURENCE.	1/1/2022
3/23/21	Plan-It Interactive, Inc. - Drive-In Movie screen, FM broadcast, sound, popcorn & lighting. Skip Smith - (707) 752-6010, skip@interactivegame.com, www.interactivegame.com CONTRACT REQUIRED PRIOR TO OCCURENCE	1/15/2022
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURENCE.	1/17/2022
8/9/16	Photo 360 - Sport Team photographer. Andy Fuller - 925-933-9329, photo360sports@yahoo.com, www.photo360sports.com. See BP 5145.14. CONTRACT REQUIRED PRIOR TO OCCURENCE.	4/9/2022
3/12/13	Entourage Events SF - DJ & lighting Services and Photo Booth, Derek Mizuno, 510-921-4373, booking@entourageeventssf.com. Find them on Yelp & Facebook. Parental permission for pictures of students. CONTRACT REQUIRED PRIOR TO OCCURENCE	4/16/2022
10/11/11	Rumors Productions Company - Karaoke, DJ, children parties, live sound & music, live band, line dancing lessons & game show night. Contact Jenna Teyshak or Jon Tyner - 640-8000, jenna@rpedj.com, www.rpedj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURENCE.	4/29/2022
5/8/12	Dairy Council of CA Mobile Dairy Classroom , Leona Bettencourt, 916-263-3560 x413, ibettencourt@dairycouncilofca.org. Www.dairycouncilofca.org. Must follow Animal Policy Guidelines AR 6163.1. CERTIFICATED EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES!	Insurance not required if supervised by certificated employee
12/10/13	SJ Vector Control - Aaron Devencenzi - 982-4675, adevencenzi@sjmosquito.org. Field trip in your classroom. Mosquito and tick presentation. CERTIFICATED EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES!	Insurance not required if supervised by certificated employee
2/15/17	Tracy Public Library - Literacy Parent Education. Stella Beratlis, 937-8221, stella.beratlis@stocktonca.gov. CERTIFICATED EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES!	Insurance not required if supervised by certificated employee

Vendor names are listed by the insured name of the vendor and not the program name
↓This list of Approved Vendors confirms verification of insurance coverage only!↓
Board Approval based on insurance remaining current!

Entertainment / Assemblies / Food Prepared by : Cindy Everhart
Approved Vendors Insurance List

<p style="text-align: center;">Vendor names are listed by the insured name of the vendor and not the program name ↓This list of Approved Vendors confirms verification of insurance coverage only!↓ Board Approval based on insurance remaining current!</p>		
<p style="text-align: center;">↓APPROVED FOOD VENDORS↓ <i>SORTED BY INSURED NAME AND EXPIRATION DATE</i></p>		
<p style="text-align: center;">VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS. ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES!</p>		
<p style="text-align: center;">↓This list of Approved Food Vendors is for insurance verification only. It does not supersede the approval required for food sales through food services or replace the standard facility use process↓ No food sales until 30 minutes after school.</p>		
5/14/13	Buffalo Wild Wings - Food/Catering. (209) 833-3819. 425@buffalowildwings.com and/or wingman209@sbcglobal.net. www.buffalowildwings.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/29/2021
8/11/2015	Kona Ice of Tracy - Shaved Ice drinks. Lisa Duncan, (209) 597-8760, dduncan@kona-ice.com, www.kona-ice.com. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	7/22/2021
5/9/2017	Black Bear Diner - Catering. Tracy@blackbeardiner.com, NestorValdez (209) 835-5600 or (209) 814-0902. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/19/2021
12/8/09	Texas Roadhouse - Ed Ferro, (209) 607-5788, trh_catering@ultrasteak.com or TXRH_Cater@TexasRoadhouse.com. Restaurant direct: 830-1133. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/1/2022
<p><i>*Section 308.3 Open Flame. A person shall not utilize or allow to be utilized, an open flame in connection with a public meeting or gathering for purposes of deliberation, worship, entertainment, amusement, instruction, education, recreation, awaiting transportation or similar purpose in Group A or F occupancies in accordance with Appendix Chapter 1, Section 105.6.</i></p>		
<p style="text-align: center;">OUTDOORS BBQ RULES - Make sure barbeques are 10 feet away from any building or structure. Place drip pans or tarps under barbeques to avoid spillage on pavement. Do not dump grease, oil, briquettes or barbeques anywhere on TUSD property or in garbage cans or dumpster. If spill occurs, you must provide an oil absorbent and clean properly.</p>		
<p style="text-align: center;">Remind your staff that candles, incense, cigarettes, or any item with an open flame are not permitted anywhere on school property. Per the Tracy Fire Inspector, failure to comply with this requirement can result in personal and/or District fines ranging from \$250-1,000.</p>		



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 7, 2021
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: Dr. Rob Pecot, Associate Superintendent for Business Services.

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MAY 25, 2021
SUMMARY OF SERVICES

A. Vendor: Keenan & Associates
Sites: Tracy Unified School District
Item: Loss Control Services Agreement
Services: Keenan's instructors will provide two (3 day) sessions of Senate Bill (SB) 390 Security Certification Training to applicable Maintenance, Operations, and Transportation employees. Sessions to take place June 8-10, 2021 and July 21-23, 2021.
Cost: \$13,940.00
Project Funding: Environmental Compliance

B. Vendor: CODESP Public HR
Sites: Human Resources Department
Item: Member Service Agreement
Services: CODESP provides online employment selection materials and training presentations, such as, Interview Builder and supplemental application forms and situational, performance, and writing exercises.
Cost: \$2,200.00
Project Funding: General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 11, 2021
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:

Bohn Elementary School:

1. Tracy Unified School District/Bohn Elementary School: From Tracy Firefighters Charity Local 3355, Inc. for the amount of \$500.00 (ck. #1298). This donation will be used towards the Formative Loop math program for Bohn second grade students.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Patricia Robidart for the amount of \$1,000.00 (ck. #2771). This donation is a contribution to the Joe Alvarez Scholarship for the 2020-2021 school year.
2. Tracy Unified School District/Tracy High School: From A & M Pombo Partnership for the amount of \$600.00 (ck. #9801). This donation is a contribution to the Gene Pombo Scholarship for the 2020-2021 school year.
3. Tracy Unified School District/Tracy High School: From Kathleen Lockwood, Robert Pombo, Elaine Arguello, and Ronald Pombo for the amount of \$600.00 (ck. #2750). This donation is a contribution to the Gene Pombo Scholarship for the 2020-2021 school year.
4. Tracy Unified School District/Tracy High School: From Janet Mitchell for the amount of \$500.00 (ck. #1340). This donation is a contribution to the Raymond Gonzalez Scholarship for the 2020-2021 school year.

5. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$1,000.00 (ck. #1010156659). This donation is a contribution to the Leprino Scholarship for the 2020-2021 school year.

West High School:

1. Tracy Unified School District/West High School: From Virgilia Costa for the amount of \$500.00 (ck. #3942). This donation is a contribution to the F.F.A./Zumalt Scholarship for the 2020-2021 school year.

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: Dr. Rob Pecot, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 11, 2021
SUBJECT: Approve Payroll Reports (April, 2021)

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 (April, 2021).

Prepared by: S. Reed Call, Director of Financial Services.

Pay Date 04/09/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE & VENDOR WARRANTS SUMMARY

Fund 01	SACS Object	Amount	
	1100	258,923.63	Teachers' Salaries
	1200	573.60	Cert Pupil Support Salaries
	1900	62,565.99	Other Certificated Salaries
	2100	80,458.92	Instructional Aides' Salaries
	2200	63,465.23	Classified Support Salaries
	2400	11,631.51	Clerical & Office Salaries
	2900	3,328.41	Other Classified Salaries
	Total Labor	480,947.29	
Fund 01	SACS Object	Amount	
	3101	40,845.05	STRS On 1000 Salaries
	3102	20.68	STRS On 2000 Salaries
	3201	167.68	PERS On 1000 Salaries
	3202	6,202.50	PERS On 2000 Salaries
	3301	5,957.55	
	3302	8,928.28	
	3501	161.17	State Unemploy On 1000 Salary
	3502	79.27	State Unemploy On 2000 Salary
	3601	5,772.94	Worker'S Comp Ins On 1000 Sal
	3602	2,848.03	Worker'S Comp Ins On 2000 Sal
	Total Contributions	70,983.15	
Fund 09	SACS Object	Amount	
	2400	399.30	Clerical & Office Salaries
	Total Labor	399.30	
Fund 09	SACS Object	Amount	
	3302	30.55	
	3502	0.20	State Unemploy On 2000 Salary
	3602	7.16	Worker'S Comp Ins On 2000 Sal
	Total Contributions	37.91	
Fund 11	SACS Object	Amount	
	1100	15,413.37	Teachers' Salaries
	1200	573.60	Cert Pupil Support Salaries
	2100	384.37	Instructional Aides' Salaries
	Total Labor	16,371.34	
Fund 11	SACS Object	Amount	
	3101	1,908.25	STRS On 1000 Salaries
	3202	79.56	PERS On 2000 Salaries
	3301	231.80	
	3302	29.40	
	3501	7.98	State Unemploy On 1000 Salary
	3502	0.19	State Unemploy On 2000 Salary
	3601	286.54	Worker'S Comp Ins On 1000 Sal
	3602	6.89	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,550.61	

Fund	12	SACS Object	Amount	
		2100	765.58	Instructional Aides' Salaries
		Total Labor	765.58	

Fund	12	SACS Object	Amount	
		3202	11.42	PERS On 2000 Salaries
		3302	29.44	
		3502	0.39	State Unemploy On 2000 Salary
		3602	13.72	Worker'S Comp Ins On 2000 Sal
		Total Contributions	54.97	

Fund	13	SACS Object	Amount	
		2200	5,096.14	Classified Support Salaries
		Total Labor	5,096.14	

Fund	13	SACS Object	Amount	
		3202	276.36	PERS On 2000 Salaries
		3302	276.39	
		3502	2.56	State Unemploy On 2000 Salary
		3602	91.32	Worker'S Comp Ins On 2000 Sal
		Total Contributions	646.63	

ESCAPE ONLINE

Pay Date 04/30/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE & VENDOR WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,770,919.44	Teachers' Salaries
		1200	407,170.96	Cert Pupil Support Salaries
		1300	490,529.47	Cert Suprvrs' & Admins' Sal
		1900	105,195.15	Other Certificated Salaries
		2100	388,340.12	Instructional Aides' Salaries
		2200	790,461.95	Classified Support Salaries
		2300	180,253.89	Class Suprvrs' & Admins' Sal
		2400	431,091.19	Clerical & Office Salaries
		2900	34,613.18	Other Classified Salaries
		Total Labor	7,598,575.35	

Fund	01	SACS Object	Amount	
		3101	904,841.46	STRS On 1000 Salaries
		3102	6,132.27	STRS On 2000 Salaries
		3201	34,285.53	PERS On 1000 Salaries
		3202	358,650.43	PERS On 2000 Salaries
		3301	86,371.15	
		3302	129,451.98	
		3401	618,307.23	
		3402	250,661.04	
		3501	2,887.00	State Unemploy On 1000 Salary
		3502	911.08	State Unemploy On 2000 Salary
		3601	103,495.63	Worker'S Comp Ins On 1000 Sal
		3602	32,709.05	Worker'S Comp Ins On 2000 Sal
		3701	71,829.85	
		3702	36,134.45	
		Total Contributions	2,636,668.15	

Fund	09	SACS Object	Amount	
		1100	105,304.63	Teachers' Salaries
		1200	641.92	Cert Pupil Support Salaries
		Total Labor	105,946.55	

Fund	09	SACS Object	Amount	
		3101	16,160.38	STRS On 1000 Salaries
		3201	1,179.62	PERS On 1000 Salaries
		3301	1,774.78	
		3401	12,246.02	
		3501	52.98	State Unemploy On 1000 Salary
		3601	1,899.09	Worker'S Comp Ins On 1000 Sal
		Total Contributions	33,312.87	

Fund 11	SACS Object	Amount	
	1100	11,039.46	Teachers' Salaries
	1200	8,260.75	Cert Pupil Support Salaries
	1300	10,964.84	Cert Suprvrs' & Admins' Sal
	2100	3,432.36	Instructional Aides' Salaries
	2400	8,945.71	Clerical & Office Salaries
	Total Labor	42,643.12	
Fund 11	SACS Object	Amount	
	3101	4,887.82	STRS On 1000 Salaries
	3202	2,562.23	PERS On 2000 Salaries
	3301	408.67	
	3302	897.54	
	3401	2,139.64	
	3402	2,451.23	
	3501	15.14	State Unemploy On 1000 Salary
	3502	6.19	State Unemploy On 2000 Salary
	3601	542.49	Worker'S Comp Ins On 1000 Sal
	3602	221.90	Worker'S Comp Ins On 2000 Sal
	Total Contributions	14,132.85	
Fund 12	SACS Object	Amount	
	1300	2,107.90	Cert Suprvrs' & Admins' Sal
	2100	10,675.38	Instructional Aides' Salaries
	2300	1,793.32	Class Suprvrs' & Admins' Sal
	2400	4,116.58	Clerical & Office Salaries
	Total Labor	18,693.18	
Fund 12	SACS Object	Amount	
	3101	340.43	STRS On 1000 Salaries
	3102	410.99	STRS On 2000 Salaries
	3202	2,388.09	PERS On 2000 Salaries
	3301	27.97	
	3302	990.83	
	3401	196.08	
	3402	1,603.88	
	3501	1.05	State Unemploy On 1000 Salary
	3502	8.30	State Unemploy On 2000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	3602	297.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	6,302.70	
Fund 13	SACS Object	Amount	
	2200	117,490.67	Classified Support Salaries
	2300	35,875.60	Class Suprvrs' & Admins' Sal
	2400	16,918.22	Clerical & Office Salaries
	Total Labor	170,284.49	
Fund 13	SACS Object	Amount	
	3202	30,597.53	PERS On 2000 Salaries
	3302	11,875.16	
	3402	16,670.09	
	3502	85.14	State Unemploy On 2000 Salary
	3602	3,052.37	Worker'S Comp Ins On 2000 Sal
	Total Contributions	62,280.29	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 11, 2021
SUBJECT: Approve Revolving Cash Fund Reports (April, 2021)

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 (April, 2021).

Prepared by: S. Reed Call, Director of Financial Services.

05/03/21

TUSD
REVOLVING CASH FUND
 April 2021

Date	Num	Name	Memo	Paid Amount
04/19/2021	9711	ANNETTE FREI DESIGN	PO21-01984 TAS LOGO DESIGN DEPOSIT	
			11-6391-0-4150-2700-5800-560-2882	-497.50
TOTAL				-497.50
04/30/2021	9712	Taqueria Las Comadres	PO21-02070 Jacobson Elementary	
			01-0000-0-1110-1000-4300-250-2323	-603.17
TOTAL				-603.17
04/30/2021	9713	TOWN & COUNTRY CAFE	PO21-02090 Jacobson Elementary	
			01-0000-0-1110-1000-4300-250-2323	-790.86
TOTAL				-790.86



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2021
SUBJECT: Approve Agreement for Contract Services between MobyMax Education, LLC and Monte Vista Middle School to Provide License Renewal for the MobyMax Virtual Intervention Program for the 2021-2022 School Year

BACKGROUND: Monte Vista Middle School has a large population of students who need continued intervention in reading and math. MobyMax is an excellent program that has been used at Monte Vista to help reduce the achievement gap that exists. Data suggests that the program has been successful in filling learning gaps for our students. We, therefore, wish to renew our license.

RATIONALE: MobyMax has been proven effective for narrowing the achievement gap. The program uses assessments to properly place each student at a comprehensible starting point in the online curriculum. Students pass additional post-assessments to advance in the program. This program is supplemental to adopted curriculum to help struggling students, especially our Special Education and English Learner students. In addition, the program offers enrichment activities for advanced students. This aligns with Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The cost, not to exceed \$3495, will be paid from Targeted Funds/LCAP.

RECOMMENDATION: Approve Agreement for Contract Services between MobyMax Education, LLC and Monte Vista Middle School to Provide License Renewal for the MobyMax Virtual Intervention Program for the 2021-2022 School Year.

Prepared by: Dr. Barbara Silver, Monte Vista Middle 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 MobyMax Education, LLC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: MobyMax ALL Schoolwide License: Complete K-8 curriculum including Math, Fact Fluency, Reading, Early Reading, Language, Writing, Science, and Social Studies.

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

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

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

- a. District shall pay \$3,495 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$3,495. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 11, 2021, and shall terminate on August 10, 2022.

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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Rev. 06.23.16

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2021
SUBJECT: Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2021-2022 School Year

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level. In 2017, we piloted Read 180 as a stand-alone literacy program. Our data shows the program raises literacy rates for our student participants. Read 180 also creates a positive relationship between students and literature.

RATIONALE: Read 180 is a literacy intervention program supported by the State Board of Education. Students participating in this program enroll in this class as their elective. Students remain in the program until they reach the correct Lexile level for their grade level or by meeting goals specific in an IEP. Upon reaching their goal, students exit the program and select another elective. This aligns with Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: Title I Funding will cover license fees, subscriptions, and texts at \$7,345.

RECOMMENDATION: Approve Agreement for Contract Services Between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2021-2021 School Year.

Prepared by: Dr. Barbara Silver, Monte Vista Middle 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 Houghton Mifflin Harcourt Publishing Company, 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: _____
1. Read 180 technical services. Renew literacy intervention program for 120 licenses; Hosting services for renewal period: 08/14/21-08/13/22; Annual Reading Counts Subscription = \$4080.00

2. Real Books (texts billed separately) 100 at \$32.65 = \$3265.00

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

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

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

- a. District shall pay \$7345.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$7345.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] 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 8/14/21, and shall terminate on 8/13/22.

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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Lisa A. Jacobson

Deputy signed by Lisa A. Jacobson
On behalf of Lisa A. Jacobson, Sr Director Bids and Contracts
for Bids and Contracts, awarded jacobson@tracyca.gov 11/15
Date: 2021-04-29 17:27:00 PST

Contractor Signature

Title

Tracy Unified School District

04-1456030

IRS Identification Number

Date

Lisa Jacobson, Sr Director Bids and Contracts

Account Number to be Charged

Title

Department/Site Approval

125 High Street

Budget Approval

Address

Boston, MA 02110

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2021
SUBJECT: **Approve Agreement for Contract Services between Nearpod, Inc. and Monte Vista Middle School for the 2021-2022 School Year**

BACKGROUND: Monte Vista Middle School continually looks for better methods to improve student participation, student motivation, and student engagement. Nearpod, Inc. provides an excellent platform to promote high student engagement and motivation.

RATIONALE: This past year, MVMS teachers have had many challenges to teaching during Distance Learning and in the Hybrid Model that followed. Teachers participated in a large amount of professional development, especially in the technology world. The Nearpod platform has been a key system that MVMS piloted to increase student engagement and rigor in the classroom. Teacher have incorporated Nearpod into many rigorous lessons. Whether we enter the next school year in Distance Learning, Hybrid, or full attendance, Nearpod will be an integral part of our lessons.

FUNDING: The cost, not to exceed \$5010.00, will be paid from Title I Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Nearpod, Inc. and Monte Vista Middle School for the 2021-2022 School Year.

Prepared by: Dr. Barbara Silver, Monte Vista Middle 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 Nearpod, Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Nearpod Premium Plus Package for up to 850 students.

One 2 hour webinar training session with a Nearpod Trainer for up to 50 participants.

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

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

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

a. District shall pay \$5,010 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$5,010. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 07/01/21, and shall terminate on 06/30/22.

5/3/2021

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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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


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

3/2021

The license shall be governed by the Nearpod Terms and Conditions available at www.nearpod.com/terms-conditions, incorporated herein by reference.

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:

DocuSigned by:
 5/3/2021
 Contractor Signature Title
 46-0993679
 IRS Identification Number
 Chief Executive Officer
 Title
 1855 Griffin Road, A290, Dania Beach, FL 33004
 Address

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Supt of Ed Services
DATE: May 12, 2021
SUBJECT: **Approve School Readiness Preschool Program Parent Handbook for 2021-2022 School Year**

BACKGROUND: School Readiness Preschool Program administrative staff revised the School Readiness Preschool Program Parent Handbook, which is attached, to be effective August 9, 2021. The updates are based on input from preschool site leads, administrators, and our program consultant from the California Department of Education.

RATIONALE: The handbook updates are recommended by the School Readiness Preschool Program primarily to coincide with the California Department of Education standards. This agenda item supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and 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: N/A.

RECOMMENDATION: Approve School Readiness Preschool Program Parent Handbook for 2021-2022 School Year.

Prepared by: Tania Salinas, Director of Continuous Improvement.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: **Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2021-2022 School Year**

BACKGROUND: The Tracy Unified School District has implemented Advancement via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District currently has nine AVID member schools: Kimball High School, Tracy High School, West High School, Art Freiler School, George Kelly School, Monte Vista Middle School, North School, Poet Christian School, and Williams Middle School. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

RATIONALE: AVID is a college readiness system for upper elementary through higher education students and is designed to increase school-wide learning and performance. The AVID College Readiness System (ACRS) accelerates student learning, uses research-based methods of effective instruction, provides meaningful and motivational professional learning, and acts as a catalyst for systemic reform and change.

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and 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: LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed \$41,182.00.

RECOMMENDATION: Renew the Annual Advancement via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2021-2022 School Year.

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

AVID Center



Products and Services

2021-22 Quote/Order

Quote/Order #: Q-81545
 Client: Tracy Unified
 Address: 1875 W Lowell Ave
 Tracy, CA 95376

AVID Center Representative: Veronica Martinez
 Phone:
 Email: vmartinez@avid.org

Effective Date: July 01, 2021

Expiration Date: June 30, 2022

Art Freiler School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Art Freiler School SUBTOTAL:				\$4,679.00

Earl E Williams Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Earl E Williams Middle School SUBTOTAL:				\$4,679.00

George Kelly School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
George Kelly School SUBTOTAL:				\$4,679.00

Gladys Poet-Christian School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,125.00	\$0.00	\$3,125.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
Gladys Poet-Christian School SUBTOTAL:				\$3,125.00

Quote/Order
 2021 - 2022 Tracy Unified Drafted: 05/13/2021

John C Kimball High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
John C Kimball High School SUBTOTAL:				\$4,679.00

Merrill F West High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Merrill F West High School SUBTOTAL:				\$4,679.00

Monte Vista Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Monte Vista Middle School SUBTOTAL:				\$4,679.00

North School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Combo Sites	\$4,724.00	\$0.00	\$4,724.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
1	AVID STEM Connections	\$595.00	\$595.00	\$0.00
North School SUBTOTAL:				\$5,304.00

Tracy High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
Tracy High School SUBTOTAL:				\$4,679.00

TOTAL: \$41,182.00

plus all applicable taxes

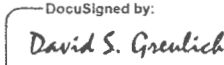
Quote/Order
2021 - 2022 Tracy Unified Drafted: 05/13/2021

Additional Comments:

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above. This Quote/Order, together with the General Terms and Conditions, supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Descriptions and requirements for AVID Products and Services can be found at <https://www.avid.org/Page/3290>. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy, which may be viewed at <https://www.avid.org/rest-assured-policy>. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,
a California Non-Profit Corporation 501(c)(3)

By: 
Print Name: David S. Greulich


Title: Controller

Date: 5/17/2021 | 7:11 AM PDT

Email: contracts@avid.org

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

Tracy Unified

By: 
Print Name: Robert Pecot

Title: Associate Superintendent

Date: 5/13/2021 | 3:18 PM PDT

Email: rpecot@tusd.net



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 12, 2021
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Nyberg, Virginia Assistant Principal	Kelly/Freiler	6/30/21	Personal
Zamudio, Diana School Secretary Elementary	North	5/21/21	Accepted Administrative Secretary position

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gregory, Kia Independent Study	TISCS	6/30/21	Personal
Smith, Amanda, Home Economics	KHS	6/1/21	Personal
Stewart, Kim Chemistry	WHS	5/28/21	Personal
Wright, Megan	Poet	5/29/21	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bynum, Marna English	WHS	6/1/21	Personal
Cameron, Cristi Kindergarten	HES	6/30/21	Personal
Schaf, Deborah 3rd grade	KES	5/28/21	Personal

BACKGROUND:**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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BACKGROUND:**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Guillen, Tina Elementary Attendance Clerk	Central	6/30/21	Personal
List, Erin Food Service Worker	West High	5/26/21	Personal
Navarro, Deborah Paraeducator	SWP	5/28/21	Personal
Ramirez, Rachel K-8 Library Technician	North	4/25/21	Accepted Administrative Secretary position
Yahne, Marissa Food Service Worker	Freiler	5/28/21	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES

MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 12, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Zamudio, Diana

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Administrative Secretary to the
Associate Superintendent of Human
Resources (replacement)
8 hours per day
Range 14, Step B, \$30.80 per hour
Fund: General Fund

BACKGROUND:

Aikawa, Carina

CERTIFICATED

English (replacement)
West High School
"A" Class I, Step 1, \$52,219.00
Fund: General Fund

Creasman, Peter

Mathematics(New)
West High School
"A" Class I, Step 1, \$52,219.00
Fund: General Fund

Guerrero-Herrera, Andrea

SDC (New)
Poet-Christian School
"B" Class VI, Step 2, \$60,576.00
Fund: General Fund

Souza, Daniel

Social Science (New)
Monte Vista Middle School
"A" Class I, Step 1, \$52,219.00
Fund: General Fund

Utterback, Amanda

SDC (New)
Poet-Christian School
“B” Class III, Step 1, \$54,668.00
Fund: General Fund

Wohldmann, Sera

Music (Replacement)
Kimball High School
“B” Class III, Step 1, \$54,668.00
Fund: General Fund

BACKGROUND:

CLASSIFIED

Ramirez, Rachel

High School Administrative Secretary
(Replacement)
8 hours per day
Range 32, Step C - \$20.56 per hour
Funding: General Fund

Rodriguez Vazquez, Jessica

Parent Liaison (Replacement)
Monte Vista/McKinley
8 hours per day
Range 28, Step A - \$17.07 per hour
Funding: Targeted EL

Woodard, Jayne

Para Educator I (Replacement)
North
4 hours per day
Range 24, Step C - \$17.07 per hour
Funding: IASA – Title I Bas GRNTS Low Inc

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 11, 2021
RE: Approve a Variable Term Waiver for Administrative Services

BACKGROUND: Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

RATIONALE: In reviewing staffing for the 2021-2022 school year it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Administrative Services.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services

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

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

DECLARATION

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

Dean Reese; District; Director of PreK-12 STEM Curriculum and Local Assessment

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 13, 2021
RE: Approve Paid Intern Education Administration Agreement with Brandman University

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. The District also encourages these colleges and universities to place students in our school to fulfill their requirement for obtaining an administrative credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the district. A contract between Brandman University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective June 1, 2021 through June 1, 2024.

RATIONALE: By adding Brandman University the District will expand its pool of applicants. Students working on their administrative internship will be placed with permanent status administrators to serve as mentors. 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: None.

RECOMMENDATION: Approve Paid Intern Education Administration Agreement with Brandman University

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

SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Modesto Campus.

SCHOOL PSYCHOLOGY

☐

EDUCATION ADMINISTRATION

☒

SCHOOL COUNSELING

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Tracy Unified School District, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of Brandman University while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Attn: Antonia Velasco
Phone: 209-830-3200 ext. 1301

UNIVERSITY CONTACT INFORMATION:

Brandman University
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 06/01/2021 and shall continue in full force and effect through 06/01/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
 Name: _____
 Title: _____
 Date: _____

UNIVERSITY: Signature: _____
 Name: Phillip L. Doolittle
 Title: Executive Vice Chancellor of Finance and
 Administration and Chief Financial Officer
 Date: _____

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.

- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 12, 2021
RE: Approve Student Teacher and Speech-Language Pathologist Fieldwork Agreement with San Jose State University

BACKGROUND: Tracy Unified School encourages colleges and universities to place students in our schools to complete their fieldwork requirements to obtain their credentials. This has aided the District in increasing the number of candidates that are available for a variety of positions within the district. A contract between Tracy Unified School District and San Jose State University will expand the options for meeting staffing needs. This agreement will be effective as of July 1, 2021 through June 30, 2026.

RATIONALE: Students are to be placed with fully credentialed experienced teachers and speech-language pathologists within our district who are willing to serve as mentors. By approving this agreement with San Jose State University, the District will expand its pool of applicants. This agenda item meets strategic goal #7; Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: None.

RECOMMENDATION: Approve Student Teacher and Speech-Language Pathologist Fieldwork Agreement with San Jose State University

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

STUDENT TEACHING AGREEMENT

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of the State University, noted below, all of which are hereinafter called State or State University, and Tracy Unified School District, noted below, hereinafter called the District:

WITNESSETH

WHEREAS, The District is authorized to enter into agreements with the State, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and to provide speech and language pathology experience through practice speech and language pathology to students enrolled in speech and language pathology training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual costs to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the center of the services rendered by the District, and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and recognition to services performed for the student-teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The State University and the Center are as follows:

University	District
San Jose State University One Washington Square San Jose, CA 95192-0071	Tracy Unified School District 1875 W. Lowell Avenue Tracy, CA 95376

The TERM of the Agreement is July 1, 2021, through June 30, 2026.

The State shall pay District for such services at the RATE AND AMOUNT of \$16.67 per quarter unit, and \$25.00 per semester unit.

GENERAL TERMS

1. The District shall provide to State University students teaching experience through practice teaching in schools and classes of the District not to exceed the units of practice teaching set forth in the

Special Provisions. Such practice teaching shall be provided in such school or classes of the District, and under the direct supervision and instruction of such employees of the District as the District and the State through their duty-authorized representatives may agree upon.

The District shall provide teacher candidates (student teachers) with necessary educator access to instructional technology including but not limited to course management systems, online curricular materials, and instructional applications.

The District shall allow videotaping of in-person or online lessons taught by the teacher candidate (student-teacher). When possible, the District will revise video consent forms to include consent for teacher candidates (student teachers) to video record lessons.

The District shall allow university supervisors access to observe both online and in-person instruction by the teacher candidate.

The District may, for good cause, refuse to accept for practice teaching any student of the State University assigned to practice teaching in the District, and upon request of the District, made for a good cause, the State shall terminate the assignment of any student of the State University to practice teaching in the District.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

The District will ensure that students have valid fingerprint clearance as normally obtained through Certificate of Clearance prior to placement in schools and classes of the District for purposes outlined in this agreement. The teacher/speech-language pathology candidate (student-teacher/speech-language pathologist) must fingerprint through the District at a \$25.00 fee.

The District will request the student provide evidence of proper tuberculosis screening prior to placement in schools and classes of the District for purposes outlined in this agreement. This screening evidence will include tuberculosis test results and dates of the screening (to be completed within the previous 3 years).

2. The State will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester or quarter unit of practice teaching.

A semester unit of practice teaching for elementary and secondary schools is approximately twenty (20) minutes of practice teaching daily for five (5) days a week for eighteen (18) weeks. A quarter unit of practice teaching is two-thirds (2/3) of a semester unit. For community colleges and/or adult schools, a semester unit is approximately 20 minutes of practice teaching daily three (3) days a week for eighteen (18) weeks during the regular season.

3. An assignment of a student of the State University to practice teaching in schools or classes of the District shall be, at the discretion of the State, either for approximately nine (9) weeks or for

approximately (18) weeks, but a student may be given more than one assignment by the State University to practice teaching in such schools or classes.

The assignment of a student of the State University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document giving the student by the State University affecting such assignment, but not earlier than the date of such assignment as shown on such card or other documents.

In the event the assignment of a student of the State University to practice teaching is terminated by the State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by the State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided to the student by the District.

4. Within a reasonable time following the close of each semester or quarter of the State University, the District shall submit an invoice, in duplicate, to the State University for payment, at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester or quarter. The District shall attach to the invoice a certificate, in duplicate, executed by a duly authorized representative of the District certifying that the District expended or became obligated to expend in providing such practice teaching in an amount not less than the amount of the invoice. The State will pay the amount of such invoice from money made available for such purpose by or pursuant to the laws of the State.

5. Notwithstanding any other provisions of this agreement, the State shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

6. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, District is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, District will take steps to comply with the modified, changed, or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Counselor Education Graduate Fieldwork Coordinator of that fact.

HOLD HARMLESS CLAUSE

The District and the State University will save harmless and indemnify the State and District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of District's or State's performance of the terms of this Agreement.

INSURANCE

State and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

Pursuant to the California State University (CSU) policy for contracting and procurement (Section 412.06), the University must ask for the following insurance information to be provided prior to issuance of an agreement, purchase order, or student placement agreement/commitment which allows the work to be performed:

Contracts requiring insurance coverage shall contain the following provisions:

1. District shall furnish to the University a Certificate of Insurance stating that there is liability insurance presently in effect for the agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate, and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence.
2. The Certificate of Insurance shall provide:
 - a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to the University;
 - b. The State of California, the Trustees of the California State University System, San Jose State University, and the employees, officers, and agents of each of them must be added by endorsement as Additional Insured, but only insofar as the operations under the agreement are concerned.
 - c. That the State, the Trustees, and the University, and the employees, officers, and agents of each of them will not be responsible for any premiums or assessments on the policy.
3. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this contract/agreement, the District agrees to provide at least thirty (30) days prior to the said expiration date, a new Certificate of Insurance will be provided evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New Certificates of Insurance are subject to the approval of the University, and the District agrees that no services shall be performed prior to the giving of such approval.

In the event that the District fails to keep in effect at all time insurance coverage as provided herein, the University may in addition to any other remedies it may have, terminate the contract/agreement upon the occurrence of such event.

4. Workers Compensation and Employer's Liability insurance coverage as required by California State Law shall be maintained by the District and any subcontractor(s) through the completion of the service. It is agreed that the University will provide Workers' Compensation coverage for students for the duration of this agreement.

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

5. State shall furnish to the District a Certificate of Insurance Liability with endorsements as indicated in Exhibit 1.

STATE OF CALIFORNIA

DISTRICT

Trustees of the California State System

Tracy Unified School District

By:

By:

Date:

Date:

TITLE: SJSU Contract Analyst

TITLE: Associate Superintendent for Human Resources

THIS SECTION IS OPTIONAL:

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on.

"It was moved, seconded, and carried that the attached contract with the Trustees of The California State University, whereby the University may assign students to the schools in the District for practice teaching, be approved; and the _____ is hereby authorized to execute the same."

BY _____
Clerk, Secretary (strike one) of the governing Board of The District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 27, 2021
SUBJECT: Approve Agreement to Purchase and Access Digital Credit Recovery Course Licenses for the Summer 2021-2024 School Year

BACKGROUND: Over the past few years, District High School Counselors have expressed a great need for credit recovery for high school students in the content area of Advanced Science and more robust credit recovery curriculum. The District's existing credit recovery program, Cyber High, is lacking in this content area, unable to provide courses such as Chemistry, Physics and Laboratory Biology. During the 2020 High School Summer Credit Recovery Program which was held virtually, Tracy Unified piloted the Edgenuity Virtual Credit Recovery modules that included Physics, Chemistry and Laboratory Biology. These courses are all UC a-g approved. As these Edgenuity course licenses expired at the end of the Summer Program, a renewal of these course license is needed in order to allow students to continue with Credit Recovery in the advanced Science content area during this school year and the following. The Edgenuity curriculum/courseware has supported students at Duncan Russell, Willow Community Day School, George and Evelyn Stein Continuation School currently, and in the past, and is also being used as the virtual curriculum for the Tracy Independent Study Charter School. Over the past several years, the need for overall credit recovery has increased significantly. These Science course offerings will now enable a greater number of students to accelerate the completion of credits to meet the graduation requirements in a timely fashion. Edgenuity courseware will allow the District to offer a much more comprehensive course curriculum to all students in grades 9-12 for Credit Recovery.

RATIONALE: Provide targeted Credit Recovery to 9th – 12th grade, at-risk students by providing appropriate small learning environments to support their efforts to graduate on time and to be college and career ready. Credit Recovery will be provided at all District high schools and Continuation High Schools, before, during and after school, as well as during the Summer.

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional

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

FUNDING: The total cost \$437,00.00 of virtual Comprehensive Course Content and Course Licenses for Summer 2021-2024 funded with LCFF dollars.

RECOMMENDATION: Approve Agreement to Purchase and Access Digital Credit Recovery Course Licenses for the Summer 2021-2024 School Year.

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



Tracy USD: Draft Pricing Option #1

Pricing Expires

5/31/2021

(District Unlimited Licenses for 6 HS) Courseware + I.S. + PD

Item	Quantity	Description	Per unit	1 Year	3 Year
Software Lic.	1	Edgenuity Courseware - District Unlimited License <u>Includes:</u> grades 6+ content for Core, Health, PE, Electives, AP, World Languages, Enhanced CTE Library, Test prep (GED, HiSet, ASVAB, etc.) (access to all courses on pages 1-4 on the CA course list except Social Emotional Learning courses; see course link below) <u>Excludes:</u> MyPath, Purpose Prep SEL courses, Drivers Ed, eDynamic Learning (pg. 5 subscription based electives) NOTE: Unlimited for 6 schools listed below	\$ 130,000	\$ 130,000	\$ 390,000
I.S.	20	Edgenuity Instructional Services - Single Course Enrollment <u>Reusable</u>	\$ 800	\$ 16,000	\$ 48,000
Professional Development	1	Edgenuity Courseware - PD: Live & Recorded Webinars, Access to On-Demand Knowledge Academy, (Asynchronous PD), Edgenuity Help Center & Ongoing Customer Support	\$ 18,000	\$ 18,000	\$ 54,000
Software Lic.	1	Edgenuity MyPath 6-12 Intervention - District Unlimited License Add-on <u>Includes:</u> <u>Grades 6+</u> ELA & Math - Individualized Learning Paths NOTE: Unlimited for 6 schools listed below	\$ 60,000		
I.S. Concept Coaches	1	Edgenuity Courseware - Live On-Demand Tutoring Grades 6+ Core Courses only NOTE: Unlimited for 6 schools listed below	\$ 26,000		
Software Lic.	#?	Edgenuity Subscription Based Electives (pg. 5 eDynamic Learning) Add-on per sem course	\$ 100		
Software Lic.	#?	Drivers Education - Add-on per course	\$ 50		
Software Lic.	#?	Purpose Prep - Social Emotional Learning Courses - District Unlimited Lic. Add-on	\$ 60,000		
PD	#?	Purpose Prep Webinar Professional Development	\$ 850		
Sub-Total				\$ 164,000	\$ 492,000
Multi - Year Agreement Discount. NOTE: Full payment in year 1 required for Multi-Year Discount.					\$ (55,000)
Total				\$ 164,000	\$ 437,000

[CA Courseware List Link \(Grades 6+\)](#)

[MyPath Link](#)

[Live On-Demand Tutoring Link](#)

1) Duncal-Russell Communit Day School 2) John C. Kimball HS 3) Merrill F West HS 4) Stein Continuation HS 5) Tracy HS 6) Tracy I.S. Charter



Tracy USD: Draft Pricing Option #2

Pricing Expires

5/31/2021

(Concurrent User Shared Licenses "Parking Spots") Courseware + I.S. + PD					
Item	Quantity	Description	Per unit	1 Year	3 Year
Software Lic.	120	Edgenuity Courseware - Concurrent User Shared License <u>Includes:</u> grades 6+ content for Core, Health, PE, Electives, AP, World Languages, Enhanced CTE Library, Test prep (GED, HiSet, ASVAB, etc.) (access to all courses on pages 1-4 on the CA course list except Social Emotional Learning courses; see course link below) <u>Excludes:</u> MyPath, Purpose Prep SEL courses, Drivers Ed, eDynamic Learning (pg. 5 subscription based electives)	\$ 750	\$ 90,000	\$ 270,000
Software Lic.	240	Edgenuity Courseware - Concurrent User Shared Summer School License <u>Includes:</u> All courses as above line but only for Summer Use	\$ 100	\$ 24,000	\$ 72,000
Software Lic.	20	Edgenuity Instructional Services - Single Course Enrollment Reusable	\$ 800	\$ 16,000	\$ 48,000
Professional Development	1	Edgenuity Courseware - PD: Live & Recorded Webinars, Access to On-Demand Knowledge Academy, (Asynchronous PD), Edgenuity Help Center & Ongoing Customer Support	\$ 18,000	\$ 18,000	\$ 54,000
Software Lic.	1	Edgenuity MyPath 6-12 Intervention - Per Site Unlimited License Add-on <u>Includes:</u> Grades 6+ ELA & Math - Individualized Learning Paths	Varies from 10k-20k		
I.S. Concept Coaches	360	Edgenuity Courseware - Live On-Demand Tutoring Grades 6+ Core Courses only NOTE: Unlimited for 360 Concurrent User Shared licenses	\$ 18,000		
Software Lic.	#?	Edgenuity Subscription Based Electives (pg. 5 eDynamic Learning) Add-on per sem course	\$ 100		
Software Lic.	#?	Drivers Education - Add-on per course	\$ 50		
Software Lic.	360	Purpose Prep - Social Emotional Learning Courses - Concurrent User Lic. Add-on	\$ 45,000		
PD	#?	Purpose Prep Webinar Professional Development	\$ 850		
Sub-Total				\$ 148,000	\$ 444,000
Multi - Year Agreement Discount. NOTE: Full payment in year 1 required for Multi-Year Discount.					\$ (40,000)
Total				\$ 148,000	\$ 404,000

[CA Courseware List Link \(Grades 6+\)](#)

[MyPath Link](#)

[Live On-Demand Tutoring Link](#)

1) Duncal-Russell Communit Day School 2) John C. Kimball HS 3) Merrill F West HS 4) Stein Continuation HS 5) Tracy HS 6) Tracy I.S. Charter



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: **Approve TUSD ESSER and Expanded Learning and Opportunities Grants Plan**

BACKGROUND: In response to the 2019 Novel Coronavirus (COVID-19) the U.S. Congress passed the CARES Act, which was signed into law on Friday, March 27, 2020.

This relief package provided states with both funding and streamlined waivers to give State educational agencies (SEAs) necessary flexibilities to respond to the COVID-19 pandemic. The relief package includes \$30.75 billion in emergency education funding.

The two main funding sources are the Elementary and Secondary School Emergency Relief Fund (ESSER I Fund) and the Governor's Emergency Education Relief Fund (GEER I Fund). The ESSER fund accounts for approximately \$13.2 billion of funding for all states and California's allocation is \$1,647,306,127. The GEER I Fund accounts for approximately \$3 billion of funding for all states, and California's allocation is \$355,227,235. This funding will provide local educational agencies (LEAs) with emergency relief funds to address the impact COVID-19 has had, and continues to have, on elementary and secondary schools across the nation.

Elementary and Secondary School Relief Grant (ESSER 2 & 3)

This is the second and third round of COVID relief money allotted to Tracy Unified School District by the Federal Government. Our apportionment is approximately \$29,580,699 million dollars. These one-time funds can be used for any expenditure related COVID-19 Guidelines. This funding will provide local educational agencies (LEAs) with emergency relief funds to address the impact that Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on elementary and secondary schools across the nation. The expenditure deadline for these funds is June of 2024.

EXPANDED LEARNING AND OPPORTUNITIES GRANT (\$4.557B Statewide)

TUSD: \$10.3 million-dollar apportionment, 449,000 of which needs to be spent on homeless students.

Eligibility: All LEAs are eligible. Funding is \$1,000 per homeless student plus LEA gets a proportionate share of the remaining pot based on their proportion of the statewide LCFF. The state estimates the second part is equivalent to about 6.8% of the LEA LCFF entitlement.

Condition 1: Implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, pupils who are eligible for free or reduced-price meals, English learners, foster youth, homeless pupils, pupils who are individuals with exceptional needs, pupils at risk of abuse, neglect, or exploitation, disengaged pupils, and pupils who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, those in danger of not meeting graduation requirements, credit-deficient pupils, high school pupils at risk of not graduating, and other pupils identified by certificated staff.

Condition 2: Adopt a plan by June 1, 2021 on a state created template (created within 21 days of bill passing) that describes how the apportioned funds will be used and submit the plan to the county office of education (charters submit to authorizer).

Condition 3: Use at least 85 percent of its apportionment for expenditures related to providing in-person services.

These funds must be spent by August 31st, 2022.

RATIONALE: The information on TUSD ESSER and Expanded Learning and Opportunities Grant describes the purpose of each grant and allowable expenditures. In addition, preliminary areas of focused expenditures are included in the information presented to the board aligned to student learning loss resources, mental health services, technology, and COVID-19 safety measures.

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

FUNDING: ESSER Funds and Expanded Learning and Opportunities Grant Funds.

RECOMMENDATION: Approve TUSD ESSER and Expanded Learning and Opportunities Grants Plan.

Prepared by: Julianna Stocking, Associate Superintendent of Educational Services and Dr. Rob Pecot, Associate Superintendent of Business Services.