

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
DECEMBER 14, 2021

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

TUSD board meetings are held in person. Masks are required.

To View the live stream of this meeting, please follow this link: Board Meeting Live

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

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board:S. Abercrombie, 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:
3.2.1 Finding of Facts: 21/22#39, 21/22#40, 21/22#41, 21/22#42, 21/22#43, 21/22#44, 21/22#45, 21/22#46, 21/22#47
3.2.2 Reinstatements: # AR#21-22/#10
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Gradutaion: Early Graduation: KHS#10352837
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Public Employee: Discipline/Dismissal/Release
Consider Settlement Agreement with Certificated Employee
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Consider Paid Leave of Absence for Classified Employee #UCL-408, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.3 Consider Paid Leave of Absence for Classified Employee #UCL-407, Pursuant to Article XXIII
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

- 3.3.4** Consider Unpaid Leave of Absence for Classified Employee #UCL-409, Pursuant to Article XXIII
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.5** Consider Unpaid Leave of Absence for Certificated Management Employee #UC-1269, Pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.6** Consider Unpaid Leave of Absence for Certificated Employee #UC-1267, Pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.7** Consider Leave of Absence Requests for Certificated Employee: #UC-1268, Pursuant to Article XX
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.8** 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. Administer Oath of Office:

7. Board Organization:

1-4

7.1 Elect Officers:

President

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

Vice President

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

Clerk

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

7.2 Appoint Representatives to the following committees:

Budget; Charter Schools; City Schools Liaison; District Attendance Area; Facilities

Advisory; Facility Use Policy Review; Special Ed; Tracy Learning

Center/Ad Hoc Board Member; Tracy Parks

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

7.3 Approve Board Meeting Calendar

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

8. Closed Session Issues:

8a Action Taken on Findings of Fact: 21/22#39, 21/22#40, 21/22#41, 21/22#42,

3.2.1 21/22#43, 21/22#44, 21/22#45, 21/22#46, 21/22#47

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

8b Report Out of Action Taken on Reinstatements: AR#21-22/#10

3.2.2

Vote: Yes___; No___; Absent___; Abstain___

8c Report Out of Action Taken on Early Graduation: KHS#10352837

3.2.3

Vote: Yes___; No___; Absent___; Abstain___

- 8d** The Board voted ___ to ___ to approve a settlement agreement with a certain
3.3.1 certificated employee wherein the employee agreed to submit his irrevocable
 resignation from employment and the District agreed to provide certain
 compensation and benefits to the employee.
Vote: Yes ___; No ___; Absent ___; Abstain ___
- 8e** Report Out of Action Taken on Consider Paid Leave of Absence for Classified
3.3.2 Employee #UCL-408, Pursuant to Article XXIII
Vote: Yes ___; No ___; Absent ___; Abstain ___
- 8f** Report Out of Action Taken on Consider Paid Leave of Absence for Classified
3.3.3 Employee #UCL-407, Pursuant to Article XXIII
Vote: Yes ___; No ___; Absent ___; Abstain ___
- 8f** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.4 Employee #UCL-409, Pursuant to Article XXIII
Vote: Yes ___; No ___; Absent ___; Abstain ___
- 8f** Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.5 Certificated Management Employee #UC-1269, Pursuant to Article XX
Vote: Yes ___; No ___; Absent ___; Abstain ___
- 8f** Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.6 Certificated Employee #UC-1267, Pursuant to Article XX
Vote: Yes ___; No ___; Absent ___; Abstain ___
- 8f** Report Out of Action Taken on Consider Leave of Absence Requests for
3.3.7 Certificated Employee:
 #UC-1268. Pursuant to Article XX
Vote: Yes ___; No ___; Absent ___; Abstain ___

- 9. Approve Special Minutes of November 9, 2021. 5**
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
Approve Regular Minutes of November 9, 2021. 6-11
Action: Motion ___; Second ___. **Vote:** Yes ___; No ___; Absent ___; Abstain ___
- 10. Student Representative Reports: None.**
- 11. Recognition & Presentations:** An opportunity to honor students, employees and
 community members for outstanding achievement:
11.1 Recognize the Outstanding Employees of the Fall Term for the 2021-22 School Year **12**
11.2 Recognition of Gloria Wells
- 12. Information & Discussion Items:** An opportunity to present information or reports
 concerning items that maybe considered by Trustees at a future meeting.
12.1 Administrative & Business Services: None.
12.2 Educational Services:
12.2.1 Receive Report on COVID 19 Updates
- 13. 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.

14. PUBLIC HEARING: None.

- 15. 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.

15.1 Administrative & Business Services:

- | | | |
|---------------|---|--------------|
| 15.1.1 | Approve Entertainment, Assembly, Service, Business and Food Vendors | 13-17 |
| 15.1.2 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 18-19 |
| 15.1.3 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 20-21 |
| 15.1.4 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year | 22-23 |

15.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 15.2.1 | Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, STEM Department to Provide Computer Science Trainings to TUSD Teachers and Staff for the 2021-2022 School Year | 24-30 |
| 15.2.2 | Approve Agreement for Contract Services between IXL Learning and George Kelly Elementary School to provide IXL Learning Site License in Reading and Math for the 2021-2022 School Year | 31-37 |
| 15.2.3 | Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers | 38-43 |
| 15.2.4 | Approve Revised School Site Plan and Budget for North School for the Remainder of the 2021-2022 School Year (Separate Cover Item) | 44 |
| 15.2.5 | Approve Agreement for Special Contract Services with the San Joaquin County Office of Education, for the County to Provide Single Subject Physical Education Teachers Professional Learning on two of the District Early Release Monday's During the 2021-2022 School Year | 45-49 |
| 15.2.6 | Approve Agreement for Contract Services with ROYA Foundation and PLEXUSS virtual tutoring services for students experiencing housing insecurity and in the foster care system during the 2021-22 School Year | 50-53 |
| 15.2.7 | Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During the 2021-2022 School Year | 54-59 |
| 15.2.8 | Approve Overnight Travel for the West High Girl's Wrestling Team and Coaches to Attend the Napa Valley Girls Tournament in Napa, California, on January 6-8, 2022 | 60 |

15.3 Human Resources:

- | | | |
|---------------|---|--------------|
| 15.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 61-63 |
| 15.3.2 | Approve Classified, Certificated, and/or Management Employment | 64-67 |
| 15.3.3 | Approve a Variable Term Waiver for Administrative Services | 68-69 |
| 15.3.4 | Approve a 2-Year Experience Waiver for Preliminary Administrative Credential | 70-71 |
| 15.3.5 | Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College | 72-78 |
| 15.3.6 | Approve Student Teacher Fieldwork Agreement with CSU East Bay | 79-84 |
| 15.3.7 | Approve Teacher Internship Agreement with CSU East Bay | 85-94 |

- 16. 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.

16.1 Administrative & Business Services:

- | | | |
|----------------|--|----------------|
| 16.1.1 | Consider Claim 599902 | 95 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.1.2 | Adopt Revised Board Policy 3310 (First Reading) | 96-101 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.1.3 | Certify 2021-2022 Fiscal Year First Interim Report (Separate Cover Item) | 102-103 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.1.4 | Adopt Resolution No. 21-09 to Excuse Meeting Absence of Board Member | 104-105 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.1.5 | Authorize and Approve Resolution No. 21-07 Energy Services Contract with FFP BTM Solar, LLC. | 106-121 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

16.2 Educational Services:

- | | | |
|----------------|--|----------------|
| 16.2.1 | Acknowledge Revisions to Administrative Regulation 6174 Education for English Learners (First Reading) | 122-127 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.2.2 | Adopt Resolution No. 21-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2022-2023 School Year and to Authorize Designated Personnel to Sign Contract Documents | 128-154 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.2.3 | Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years for Tracy Independent Study Charter School | 155-159 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.2.4 | Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years | 160-166 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |
| 16.2.5 | Approve Latino Literacy Project for K-5 and K-8 TUSD Schools | 167-169 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___ | |

16.3 Human Resources:

16.3.1 Approve Job Description and Salary for STEM Learning Accelerator Coordinator **170-173**

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

16.3.2 Adopt Resolution No. 21-08 Authorizing Teachers to Teach Outside Their Credential Authorizations **174-176**

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

16.3.3 Approve Increase to Translator Hourly Rate of Pay **177**

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

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

18. 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.

19. Board Meeting Calendar:

19.1 January 11, 2022

19.2 January 25, 2022

19.3 February 8, 2022

19.4 February 22, 2022

19.5 March 8, 2022

19.6 March 22, 2022

20. Upcoming Events:

20.1 December 20-January 1, 2022

Winter Break

20.2 January 17, 2022

No School, MLK Day

20.3 February 14, 2022

No School, Lincoln's Day

20.4 February 21, 2022

No School, President's Day

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: December 1, 2021
SUBJECT: (1)Elect Officers;
(2)Appoint Representatives to the following committees:
Budget; Charter Schools; City Schools Liaison; District Attendance Area;
Facilities Advisory; Facility Use Policy Review; Special Ed, Tracy
Learning Center/Ad Hoc Board Member; Tracy Parks; and
(3)Approve 2022 Board Calendar

BACKGROUND: Education Code Section 35143 requires the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 10. Districts that have regular meetings between December 10 and December 25 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

RATIONALE: Tuesday, December 14, 2021, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. Within 15 days prior to the date of the annual meeting, all board members and members-election shall be notified in writing of the date and time selected for the meeting.

FUNDING: N/A

RECOMMENDATION: (1)Elect Officers; (2)Appoint Representatives to the following committees: Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life; Legislative Action; SJCSBA; Special Ed; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks; and (3)Approve 2021 Board Calendar.

Prepared by: Dr. Brian R. Stephens, Ed.D. Superintendent.

**TRACY UNIFIED SCHOOL DISTRICT
APPROVED DECEMBER 15, 2020**

2021 COMMITTEES:									
OFFICERS	ABERCROMBIE	ALEXANDER	BLANCO	ERSKINE	HOFFERT	KAUR	SOUZA		
	VICE PRESIDENT		CLERK			PRESIDENT			
BUDGET Alexander, Erskine, Kaur (Alt-Blanco)			ALTERNATE						
CHARTER SCHOOLS Abercrombie, Alexander, Souza									
CITY SCHOOLS Abercrombie, Alexander, Blanco (Alt-Erskine)				ALTERNATE					
DISTRICT ATTENDANCE AREA Abercrombie, Souza									
FACILITIES ADVISORY Abercrombie, Hoffert, Kaur (Alt-Erskine)				ALTERNATE					
FACILITY USE POLICY REVIEW Abercrombie, Erskine, Kaur (Alt-Hoffert)					ALTERNATE				
SPECIAL ED Erskine, Hoffert, Souza									
TRACY LEARNING CTR/ AD HOC BOARD MEMBER Abercrombie (Alt-Kaur)						ALTERNATE			
TRACY PARKS Souza (Alt-Blanco)			ALTERNATE						

**TRACY UNIFIED SCHOOL DISTRICT
ORGANIZATIONAL MEETING HELD DEC. 2021**

2022 COMMITTEES:	ABERCROMBIE	ALEXANDER	BLANCO	ERSKINE	HOFFERT	KAUR	SOUZA
OFFICERS							
BUDGET							
(Alt-)							
CHARTER SCHOOLS							
CITY SCHOOLS							
(Alt-)							
DISTRICT ATTENDANCE AREA							
FACILITIES ADVISORY							
(Alt-)							
FACILITY USE POLICY REVIEW							
(Alt-)							
SPECIAL ED							
TRACY LEARNING CTR/ AD HOC BOARD MEMBER							
(Alt-)							
TRACY PARKS							
(Alt-)							



Board of Education Calendar of Meetings 2022

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at www.tracy.k12.ca.us. Copies of meeting agendas also are available by contacting the Superintendent's Office at 830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at www.tracy.k12.ca.us.

BOARD MEETING DATES 2022	
01/11/22	
01/25/22	
02/08/22	
02/22/22	
03/08/22	
03/22/22	
04/12/22	
05/10/22	
05/24/22	
06/14/22	
06/28/22	
08/09/22	
08/23/22	
09/13/22	
09/27/22	
10/11/22	
10/25/22	
11/08/22	
12/13/22	

**Minutes of
Special Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, November 9, 2021**

- 6:55 PM:** 1. President Kaur called the meeting to order.
- Roll Call:** 2. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, S. Kaur
Absent: Z. Hoffert, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- Audience:** M. Romo, C. Beaken, R. Mahiddin, R. Riddle, Z. Boswell, M. Baptista, M. Stagnaro, B. Maslyar, T. Salinas, M. Baumann, N. Link, J. Ramirez, S. Brown, N. Link, M. Strelka, J. Jimenez, A. Quintana, C. Munger, K. Felisberto
- Hearing of Delegations:** 3. Renee Riddle is here on behalf of CSEA and thanked Dr. Pecot and the district negotiating team. It has been a pleasure to work with them and they have compromised on a lot of things.
- Action Items:** 4.1 **Human Resources:**
4.1.1 Approve Tentative Agreements with the California School Employees Association
Action: Abercrombie, Alexander. **Vote:** Yes-5; No-0; Absent-2(Hoffert, Souza)
- Adjourn: 6:57**

Clerk

Date

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, November 9, 2021**

- 6:15 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, S. Kaur,
Z. Hoffert (arrived late to open session)
Absent: L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 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 Action Taken on Finding of Facts: 21/22#29, 21/22#30, 21/22#31,
21/22#32, 21/22#33, 21/22#35, 21/22#36, 21/22#37, 21/22#38
Action: Abercrombie, Erskine. **Vote:** Yes-5; No-0; Absent-2(Hoffert, Souza)
6b Report Out of Action Taken on Early Graduation: TISCS#10344921
Action: **Vote:** Yes-5; No-0; Absent-2(Hoffert, Souza)
- Minutes:** 7. **Approve Regular Minutes of October 26, 2021**
Action: Abercrombie, Alexander. **Vote:** Yes-5; No-0; Absent-(2-Hoffert, Souza)
- Audience:** M. Romo, C. Beaken, R. Mahiddin, R. Riddle, Z. Boswell, M. Baptista, M.
Stagnaro, B. Maslyar, T. Salinas, M. Baumann, N. Link, J. Ramirez, S. Brown, N.
Link, M. Strelka, J. Jimenez, A. Quintana, E. Quintana, C. Munger, K. Felisberto,
M. Petty, R. James, J. Lopez, R. Soto, Z. Boswell, K. Jones, J. Soto, A. Arechiga
- Student Rep
Reports:** 8. None.
- Recognition &
Presentations:** 9.1 Williams Middle School Presentation
Principal, Miguel Romo, Assistant Principal, Tony Quintana, and teachers Chris
Beaken and Michelle Baptista presented a power point and spoke about Williams
Middle School. They currently have 807 students including 24% of English
Learners. Their goal is to build positive relationships between students, teachers,
administrators, and caregivers. Teachers are interacting with students every day.
They have an amazing counseling team: Michelle Simas, Melanie Ann Abad and
Mercedes Morales-Villa. They have class presentations, conflict resolution and
guest speakers. They will be focusing on counseling groups and a wellness room.
Students and teachers have come back from distance learning with a new vigor.
One of the ways to engaged students is through AVID. The three elective
teachers coordinate together and are trained and work together. AVID has been an
elective at Williams since 2002. They currently have 2 sections per grade level
which makes up 109 AVID students and are working on making AVID school
wide. It is also a 5-year goal to regain their national demonstration school status.

They have created an AVID binder for each teacher which contains a foundation, common language and best practices and support. In the 6th grade Social Studies class, they are learning and taking a Tour of the Nile River. They showed video clips about the lesson with the teacher narrating and acting as the "tour guide". They are focused on collaborating by working together on a STEM challenges. They showed pictures of students building a tower out of spaghetti and marshmallows.

Trustee Hoffert arrived at the meeting at 7:10 p.m.

There are many clubs and activities to keep students engaged such as Girls Who Code, ukulele Club, Spelling Bee, Chess Club and playing sports in the morning. There were also many pictures of students involved in various activities and they invited the board to their school site.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

Director of Curriculum and Accountability, Dr. Zachary Boswell presented a power point that showed 16.4 per 100,000 in San Joaquin County. We are still averaging a little higher than California. Staff testing is now transitioning over to Heal 360 after this week. Student family testing is open to public at the Tracy Charter School and anyone in the community can get testing for free. We will be scheduling another vaccine clinic at the request of public health. Last Friday we held a clinic at North School and vaccinated about 300 students and gave out 150 vaccines or boosters to adults. He thanked Principal, Jose Jimenez, for setting it up and doing a great job in organizing this event. He wanted to be clear that TUSD was not vaccinating students without parent permission. Any student under 18 had to have a parental consent.

10.2.2 Receive Information on the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years

Director of Continuous Improvement, State & Federal Programs, Tania Salinas, and Director of Professional Development, Erin Quintana, presented a report on the educator effectiveness funds block grant. This is to support professional development. A requirement is to give this presentation to the board and then at the next meeting have it as an action item. This plan has to meet one of the ten allowable uses, which were reviewed. Another requirement is to prepare an annual report. TUSD will be allocated \$3,034,294 to use over the next 5 years. This will go towards TTIP for newly hired teachers, and to clear teaching credentials. They will also continue to work with ICLE to provide leadership development, instructional strategy training and on site coaching and lesson study opportunities.

10.2.3 Receive Information on the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years for the Tracy

Hearing of Delegations

Independent Study Charter School (TISCS)

Director of Curriculum, Dr. Zachary Boswell, presented a slide of information which showed that this grant will allocate \$4,832 to TISCS. There is a big need for training on their platform. This money will be split over the next 4 years. They will likely spend more than the grant, but this will help towards the total spent.

11. Arturo is here to talk about the vaccine for children. He is against mandated vaccines because of the lack of data for long term effects. He lives in Modesto and his children go to Sylvan Unified. He asked if unvaccinated teachers or students would be allowed to have an exemption and still be able to attend school with the vaccinated staff and students or will they have an alternative work and learning environment. The superintendent of Sylvan Unified School District made it clear that by 2022-23, unvaccinated children will not be allowed to attend school with the vaccinated students regardless of medical and religious exemptions. Those with exemptions must move on to online learning until vaccinated. He believes Sylvan would be segregating students. He also asked if he will be able to teach in person because he does not plan on being vaccinated. He also asked why they haven't mandated the flu shot and ask everyone to check the CDC website for similarities of symptoms.

Teacher, Robert James, commented that many teachers from West High are concerned about student attendance and being tardy with no consequence. He doesn't believe Saturday school is working and that there have been many fights recently which was resolved after police presence. He suggested having 2 lunches to minimize this issue. He also stated that Kimball High is looking at a double lunch and increasing security support including district officials. Classrooms being cleaned at Kimball is a concern, but it is getting better. He thanked Dr. Pecot for taking care of the HVAC issue at Stein.

Jasleen Gdar is a 9th grader at Kimball High and enjoys the new Jakara program where students learn about drug abuse and prevention. She is grateful for this program and hopes to have more clubs like this.

Trustee Blanco left the meeting at 7:46 p.m.

Jasmine Dhindsa is an 11th grader at Kimball High and also is in the Jakara program. Anyone can join. They do community service and other things.

Parneet Dhaliwal is a senior from Kimball High also in the Jakara program that is new this year. Ten students are selected, and it is focused on substance use and prevention education and will continue for the next 3 years across state.

Trustee Blanco returned to the meeting at 7:48 p.m.

Harleen Kaur is a 10th grader at Kimball High. There is a lack of availability and access of knowledge of severity and mental illness. This program educates students and the community. This program incorporates research, leadership training and advancement.

Gurkaren is a senior at Kimball High and commented on SHSS, State Honors Service Society that promotes and honors service, leadership and academic excellence. The purpose to bring Punjabi community and all communities together. They want to make school a better place. They participated in a highway cleanup with the United Sikhs. They will be celebrating Sikh heritage next week.

Harkiran Chahal is a senior at Kimball. During the Sikh Heritage Week, they will be taking about their heritage, traditions and history. Also, they have a program that helps with college readiness. She has received a lot of information from this. There is a statewide conference in January, and they will learn about various topics. About 200 students from all over the state attend.

Jennifer Soto is a parent of 7th and 3rd grader in TUSD. She attends the PIQUE program. She thanked Dr. Silver for having these meetings at Monte Vista. It has helped her to gain knowledge about getting her kids into college. The moonlight concert was held at West High. They had middle school and high school together to do mini concert. Her daughter enjoyed it. she wanted to remind every to not forget about music in schools. It is a stress reliever, and she wants to keep fun activities. She is involved with Southwest Park parents. She receives several complaints. One is the food quality. There is sometimes expired food and please mention that to the contractors. She thanked teachers and staff for doing a great job this year and we should appreciate them. She also is thankful for having the COVID vaccine clinic. She got her 8-year old vaccinated today.

- | | | |
|------------------------|--------|---|
| Public Hearing: | 12.1 | Administrative & Business Services: None. |
| Consent Items: | 13. | <p>Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</p> <p>Action: On all items except 13.2.1, 13.2.3 and 13.3.2. Abercrombie, Blanco. Vote: Yes-6; No-0; Absent-1(Souza)</p> <p>Action: On Item 13.2.1. Abercrombie, Alexander. Vote: Yes-6; No-1; Absent-1(Souza)</p> <p>Action: On Item 13.2.3. Abercrombie, Erskine. Vote: Yes-6; No-0; Absent-1(Souza)</p> <p>Action: On Item 13.3.2. Abercrombie, Erskine. Vote: Yes-5; No-1(Hoffert); Absent-1(Souza)</p> |
| | 13.1 | Administrative & Business Services: |
| | 13.1.1 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District |
| | 13.1.2 | Approve the Purchase of a Hunter Wheel Alignment Machine from CAL State Automotive Equipment |
| | 13.2 | Educational Services: |
| | 13.2.1 | Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2021-2022 School Year (Separate Cover Item) |
| | 13.2.2 | Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® |

- Resort in Anaheim, CA on April 7-10, 2022
- 13.2.3 Approve Agreement for Special Contract Services with Cognitive Foundations for an Individual Educational Evaluation (IEE)
 - 13.2.4 Approve Overnight Travel for the Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA on December 16-18, 2021
 - 13.2.5 Approve Overnight Travel for 2 Advisors and 12 Students of West High FFA to Attend the Made for Excellence and Advanced Leadership Academy on January 7-8, 2022 in Sacramento, CA
 - 13.2.6 Approve Agreement for Contract Services between Edgenuity Inc, and North School to Provide License Edgenuity Inc. MyPath Reading and Math site license for the 2021-2022 School Year
 - 13.2.7 Approval of list of Stakeholder names for Stakeholder Engagement/ Perkins V Grant: Strengthening Career and Technical Education for the 21st Century Act

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 a Variable Term Waiver for Multiple Subject Teacher

Action Items:

14.1 **Administrative & Business Services:** None.

14.2 **Educational Services:** None.

14.3 Human Resources:

- 14.3.1 Approve Tentative Agreement with CSEA for Reclassification of Night Security

Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Souza)

- 14.3.2 Approve Tentative Agreements with the California School Employees Association

Action: This item was pulled because it was voted on during previous special meeting.

Board Reports:

Trustee Hoffert thanked all who came out and who presented. It helps him understand what's going on in the schools. Trustee Erskine thanked all of the presenters and also wants to put an emphasis on helping teachers collaborate and be coherent so no teachers feel isolated or and alone. Looking forward to no longer recovery from COVID but making improvements in literacy writing and comprehension. She thanked Williams Middle School and hopes to see a more universal approach to teaching. Trustee Alexander passed. Trustee Blanco thanked all the service men and women for keeping us safe and putting their lives on the line and thanked those who presented tonight. Trustee Abercrombie thanked Mr. Maslyar, Poet Christian and Dr. Stephens for having the first in house DARE Graduation after 18 months. It was fantastic to see a great turnout. He thanked Trustees Erskine and Souza for helping with Brighter Christmas applications. He sees a lot of principals in the audience tonight. If you know of anyone in need, please contact him. He also gave a shout out to Kimball High who will be in the playoffs and hopes for a victory. Happy Veterans Day to all and to his two sons

who are Army vets. Trustee Kaur appreciates the turnout and thanked Williams Middle School for the presentation. She also wanted to recognize the students that came out and spoke. She loves hearing from students. November is California Sikh Awareness Month. The Sikhs of Tracy will be hosting a senior breakfast on Nov. 22nd in collaboration with the city. All are invited to attend. Happy Veterans Day to all. This is the last meeting for November and she wished everyone a Happy Thanksgiving.

**Superintendent
Report:**

Dr. Stephens thanked all people who make the district important and successful including classified, certificated, school administrators and district administrators. He recognizes their efforts. He also wishes everyone a great Thanksgiving. He sees a lot of school administrators in the audience tonight. He knows they work long hours and appreciates seeing their presence tonight.

Adjourn: 8:12

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 29, 2021
SUBJECT: Recognize the Outstanding Employees of the Fall Term for the 2021-2022 School Year

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

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

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

FUNDING: N/A

RECOMMENDATION: Recognize Andrew Hutton (9-12), Celeste Domke (6-8) and Heather Nielsen (K-5) as Outstanding Certificated Employees; Tricia Mathis (9-12) Kathleen Noah (6-8) Mary Pereira (K-5) as Outstanding Classified Employees and Tammie Hawes as the Outstanding Management Employee for the Fall Term of the 2021-2022 school year.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: December 3, 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 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 have 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: Michelle Sterritt, Facility Use Coordinator.

12/6/2021

Entertainment/Assemblies/Food Approved Vendors Insurance List

Prepared by : Michelle Sterritt

VENDORS ARE NOT ALLOWED ON CAMPUS DURING REGULAR SCHOOL HOURS!

VENDORS PAID WITH TITLE 1 FUNDS REQUIRES BOARD AGENDA THROUGH ED SERVICES MOU PROCESS!

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

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!

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.

REQUESTING VENDOR FOR BOARD APPROVAL

Vendor Name		Insurance Expiration
Plush Groove Entertainment, LLC - DJ, Percy Scott (707) 208-2401; peedotscott@gmail.com CONTRACT REQUIRED PRIOR TO ACTIVITY OCCURENCE		12/20/2022
Board Approved	Approved Vendor Name	Insurance Expiration
2/11/14	World of Wonders Science Museum (WOW), Teaches various science topics. Beth Fox - 368-0969, beth@wowsciencemuseum.org, www.sciencemuseum.org. CONTRACT REQUIRED PRIOR TO OCCURENCE.	12/1/2021
3/13/18	Jostens - Pat Cummings handles jewelry, diplomas, announcements, Regalia. 916-667-8702, pat.cummings@jostens.com. www.Jostens.com. CONTRACT REQUIRED PRIOR TO OCCURENCE.	12/21/2021
5/25/21	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	5/4/2021
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.	1/1/2021
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	1/15/2021

12/6/2021

Entertainment/Assemblies/Food Approved Vendors Insurance List

Prepared by : Michelle Sterritt

Vendor names are listed by the insured name of the vendor and not the program name list of Approved Vendors confirms verification of insurance coverage only!! Board Approval based on insurance remaining current!			↓ This
10/11/11	Main Street Music - Ken & Diana Cefalo, kencefalo@yahoo.co, dcefalo@sbcglobal.net, CONTRACT REQUIRED PRIOR TO OCCURRENCE.		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 OCCURRENCE.		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 OCCURRENCE		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@rpcdj.com, www.rpcdj.com. No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.		4/29/2022
5/25/21	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 OCCURRENCE		5/4/2022
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 OCCURRENCE.		6/30/2022
4/23/13	SJ County Child Abuse Prevention Council - "Parent Cafe" - program awareness for protection and safety of our children. Contact Lindy Turner-Hardin or Angela Magee -464-4524, lturner@nochildabuse.org or amagee@nochildabuse.org. "Pinwheels for Prevention" - program awareness for public and computer safety. Contact Amrit Pawar - 851-3468, apawar@nochildabuse.org. Website: www.nochildabuse.org		7/1/2022
3/8/11	Dr. Andrew Trosien, DDS. Oral Hygiene Instructions. Call Megan or Julie at 833-1240		7/1/2022
4/11/17	Pediatric Dentistry/Orthodontics - Dr. Solomon. (925)447-1377. majrod@icloud.com, www.livermorekidsdentist.com		7/1/2022
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 OCCURRENCE.		7/30/2022
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.		8/9/2022

12/6/2021

Entertainment/Assemblies/Food Approved Vendors Insurance List

Prepared by : Michelle Sterritt

Vendor names are listed by the insured name of the vendor and not the program name list of Approved Vendors confirms verification of insurance coverage only! Board Approval based on insurance remaining current!			↓ This
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 OCCURRENCE.		10/1/2022
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	
1/28/20	Haggin Museum - Free Museum2School Programs - Alexandra Kowalski (209) 940-6332, akowalski@hagginmuseum.org, www.hagginmuseum.org CERTIFICATED EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES!	Insurance not required if supervised by certificated employee	
10/9/07	Sandia Labs Joel Lipkan - jlipkin@comcast.net. CERTIFICATED EMPLOYEE MUST SUPERVISE ACTIVITY AT ALL TIMES!	Insurance not required if supervised by certificated employee	

↓ APPROVED FOOD VENDORS ↓

SORTED BY INSURED NAME AND EXPIRATION DATE

**VENDOR AUTOMOBILE'S ARE NOT ALLOWED TO DRIVE AND PARK ON CAMPUS.
ALL VEHICLES MUST PARK IN DESIGNATED PARKING PLACES**

↓ 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.

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
3/11/2014	Taqueria La Mexicana - Mobile Truck Catering for restaurant on 11th street only. Letty 610-1871, letty25045@hotmail.com. Angelica Melendez 855-1934. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/21/2022
11/12/12	Menchie's Frozen Yogurt , Adele Boch, 612-5285, adelebloch@yahoo.com, www.menchies.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	6/6/2022

12/6/2021

Entertainment/Assemblies/Food Approved Vendors Insurance List

Prepared by : Michelle Sterritt

Vendor names are listed by the insured name of the vendor and not the program name list of Approved Vendors confirms verification of insurance coverage only!! Board Approval based on insurance remaining current!		This
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.	7/22/2022
5/9/2017	Black Bear Diner - Catering. Tracy@blackbeardiner.com, Nestor Valdez (209) 835-5600 or (209) 814-0902. No food sales until 30 minutes after school. Vehicles must be parked in designated parking place only. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/19/2022
9/27/2016	Meva's Tacos & More - Contact Eva Ybarra - 244-3307 or mevastacos@gmail.com. No food sales until 30 minutes after school. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	8/30/2022
*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 E occupancies in accordance with Appendix Chapter 1, Section 105.6.		
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.		
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.		



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: November 23, 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
DECEMBER 14, 2021
SUMMARY OF SERVICES**

A. Vendor: Document Tracking Services (DTS)
Sites: District-wide
Item: Licensing Renewal Agreement
Services: Yearly renewal of existing Agreement between the Tracy Unified School District, the Tracy Independent Study Charter School (TISCS), and DTS to provide electronic document templates for all TUSD District School Plans for Student Achievement, (SPSAs), in both English and Spanish, and the District Local Control Accountability Plan (LCAP) and any related LCAP Documents, in English and Spanish, which are all required and will be posted to the District Web-sites in order to meet County, State and Federal compliance requirements. Agreement extends for one (1) Year: 1/1/2022 through 1/1/2023.
Cost: \$3,900.00
Project Funding: District LCAP Funds

B. Vendor: Quality Sound
Sites: Villalovo Elementary School
Item: PA System
Services: Quality Sound will provide and install all new equipment, software and licensing as required to upgrade the existing Telecenter IV System to the new Rauland Telecenter, version U.
Cost: \$46,700.00
Project Funding: Deferred Maintenance/Fund-14



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: November 22, 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:

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Yvonne Sarmiento for the amount of \$1,000.00 (ck. #4683). This donation will benefit Kimball High School's boys basketball team.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Grant Line Insurance Agency, Inc. for the amount of \$2,000.00 (ck. #2277). This donation will benefit Tracy High School's girls basketball team.
2. Tracy Unified School District/Tracy High School: From Photo 360 for the amount of \$798.00 (ck. #1803). This donation will benefit Tracy High School's athletic program.
3. Tracy Unified School District/Tracy High School: From Photo 360 for the amount of \$1,470.00 (ck. #1756). This donation will benefit Tracy High School's athletic program.
4. Tracy Unified School District/Tracy High School: From Raman Singh DDS, Inc. for the amount of \$1,500.00 (ck. #1650). This donation will benefit Tracy High School's girls basketball teams.
5. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$11,010.00 (ck. #1507). This donation stems from

concession stand proceeds earned during the 2021 football season and it will benefit Tracy High School's athletic program.

West High School:

1. Tracy Unified School District/West High School: From Leprino Foods Company for the amount of \$1,500.00 (ck. #1010158454). This donation will benefit West High School's boys soccer team and will go towards uniforms, equipment, and tournaments.

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: November 30, 2021
SUBJECT: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year.

Prepared by: Jill Carter, Director of School Business Support Services & Purchasing.



2021/2022 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn Parent Teacher Organization	Approved	Current
Freiler Staff Parent Association	Approved	Current
Hirsch PTO	Approved	Current
Jacobson Staff Parent Association	Approved	Current
Jaguar Theatre Booster Club	Approved	Current
G.Kelly Parent Faculty Alliance	Approved	Current
KHS Athletic Booster Club	Approved	Current
KHS Music Boosters	Approved	Current
KHS PTSA	Approved	Current
North Parent Club	Approved	Current
Poet Christian PTSA	Approved	Current
South West Park Parent Club	Approved	Current
THS Baseball Booster Club	Approved	Current
THS Bulldog Band Booster Club	Approved	Current
THS Cheer/Dance Booster Club	Approved	Current
THS Football Booster Club	Approved	Current
THS Softball Booster Club	Approved	Current
THS Volleyball Booster Club	Approved	Current
Villalovoz Parent Faculty Club	Approved	Current
WHS Homefield Advantage	Approved	Current
WHS Music Boosters	Approved	Current
West High Science Boosters	Approved	Current



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Supt. of Educational Services
DATE: November 19, 2021
SUBJECT: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, STEM Department to Provide Computer Science Trainings to TUSD Teachers and Staff for the 2021-2022 School Year

BACKGROUND: TUSD teachers teach to the Next Generation Science Standards (NGSS) and the Common Core State Standards (CCSS) in Math. Through the PreK12 STEM initiative, 52 STEM units aligned to NGSS and CCSS have been developed that emphasize engineering, and computer science. Each unit requires students create a computational artifact. In order for teachers to facilitate the instruction for their students to develop a computational artifact, training in computer science would be beneficial. Many of our teachers have not had this type of training in the past.

RATIONALE: Beginning in the 2018-19 school year, approximately 390 Tracy Unified School District (TUSD) teachers PK-12th grade have began implementing STEM units developed through the PreK12 STEM initiative. These STEM units emphasize math, science, engineering, and computer science. Training in computer science will help prepare them to teach the STEM units. SJCOE STEM has expertise in computer science education. Steve Callahan, STEM Coordinator, was a member of the California Computer Science Standards Advisory Committee and helped develop California's current computer science standards. Steve Callahan will provide computer science trainings and training modules to help prepare our teachers to implement the PreK12 STEM units. San Joaquin County Office of Education, STEM Department has agreed to have Steve Callahan provide computer science trainings to support STEM implementation to teachers I grades 2-12. In addition, Steve Callahan will develop training modules to support STEM implementation and provide K-12 articulation support for computer science.

Overall, this will require up to thirty (30) days of contracted work for development of virtual trainings, training modules and facilitation of computer science training at \$800 per day for a total of \$24,000.00.

This agenda item meets District Strategic Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between

all student groups. In addition, this agenda item meets a key initiative in the 2021/2024 LCAP: STEM for all students with support of the Educational Innovation and Research (EIR) Grant.

FUNDING: The cost for the computer science trainings and development of training modules that teachers can access after the virtual training will be funded by STEM EIR funds All services not to exceed \$24,000.

RECOMMENDATION: Approve Agreement for Special Contract Services and Memorandum of Understanding with San Joaquin County Office of Education, STEM Department to Provide computer science trainings and training modules to TUSD Teachers and Staff for the 2021-2022 School Year.

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



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
James A. Mousalimas, County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION and TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide computer science trainings and implementation.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the Tracy Unified CS Implementation from December 15, 2021, through June 30, 2022.

I. SCOPE OF WORK

SJCOE STEM will perform the following services:

Stephen Callahan will provide:

- Computer Science trainings to support STEM implementation to teachers in grades 2-12.
- Develop training modules to support STEM implementation and K-12 articulation support for computer science.

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from December 15, 2021 – June 30, 2022.
- b. up to 6 days for each month from January to May.

III. COMPENSATION

- a. Professional Development Costs (which include preparation, travel, and materials):
- b. TUSD will pay SJCOE up to \$24,000.00 by no later than June 30, 2022

IV. TERMINATION OF MEMORANDUM

- a. This agreement can be terminated by either party with 30 days advanced written notice.

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

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



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
James A. Mousalimas, County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
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that SJCOE is not entitled to any such benefits.

Are you, any of your employees a sub-contractors a CalSTRS or CalPERS retiree?	Yes	No
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?	Yes	No

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

J. Kirk Brown

J. Kirk Brown, Div. Director of STEM Programs

11/19/2021

Date

Warren Sun

Warren Sun, Div. Director of Operations

11/19/2021

Date

TRACY UNIFIED SCHOOL DISTRICT

Rob Pecot, Asst. Supt. Business Services

Date

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and SJCOE STEM, 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: Prepare and facilitate computer science training to teachers in grades 2-12, and create digital training modules to support TUSD STEM unit implementation.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 () [] HOURS [x] DAYS, under the terms of this agreement at the following location SJCOE.

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

- a. District shall pay \$800 per [] HOUR [x] DAY [] FLAT RATE, not to exceed a total of \$24,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [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 December 15, 2021, and shall terminate on June 30, 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, Dean Reese, at (209) 830-3275 ext. 1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Wamont
Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date
11/15/21

Account Number to be Charged
01-9032-0-1110-2140-5800-800-2035

Department/Site Approval
STEM Curriculum and Local Assessment/Ed. Services
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: November 29, 2021
SUBJECT: Approve Agreement for Contract Services between IXL Learning and George Kelly Elementary School to provide IXL Learning Site License in Reading and Math for the 2021-2022 School Year

BACKGROUND: George Kelly Elementary School has a need for continued intervention in reading and math. George Kelly staff have used IXL in the past. IXL is a digital learning platform that is tailored to each student's specific subject, topic, and curriculum needs. The curriculum-based program includes a real-time diagnostic, actionable analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year. The site license also includes site professional development for staff members.

RATIONALE: School wide assessment data, FastBridge assessments, and teacher feedback, including feedback for our site leadership team has indicated the need to provide tiered 2 and 3 supports for students to address the learning loss from the 2020/2021 school year. In between FastBridge assessment windows, we will utilize IXL based on student needs to track progress and record growth.

FUNDING: The cost, not to exceed \$16,295.00, will be paid from George Kelly's ELOG allocation.

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning and George Kelly Elementary School to provide IXL Learning Site License in Reading and Math for the 2021-2022 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: IXL is a digital learning platform that is tailored to each student's specific subject topic, and curriculum needs. The curriculum-based program includes a real-time diagnostic, actionable analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. The program is fully aligned with California Common Core State standards.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 365 () [] HOURS [] DAYS, under the terms of this agreement at the following location George Kelly Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$16,295.00 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$_____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 1/3/2022, and shall terminate on 1/3/2023.

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, Brittani Ryan, at (209) 830-3390 ext: 5655 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:

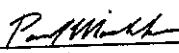
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:

<u></u>	CEO
Contractor Signature	Title
<u>94-3321802</u>	
IRS Identification Number	
<u>Educational Sales Consultant</u>	
Title	
<u>IXL Learning</u>	
Address	
<u>777 Mariners Island Blvd., Suite 600</u>	
<u>San Mateo, CA 94404</u>	

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

**SALES CONTRACT**

CONTRACT #84830

November 29, 2021

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Brittani Ryan
George Kelly School
535 Mabel Josephine Drive
Tracy, CA 95377

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Katherine Plommer	1095758-3	1 year

PAYMENT PLAN

Amount	Invoice date
\$16,295	December 29, 2021
TOTAL	\$16,295

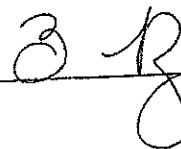
Price valid until December 29, 2021

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE



DATE

11/29/21



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.

2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. LIMITATION OF LIABILITY: YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.

8. SEVERABILITY: If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.

9. ARBITRATION: You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.

10. GOVERNING LAW: The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.

11. ENTIRE AGREEMENT: This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com
Completed sales contracts should be emailed to your sales consultant.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 8, 2021
SUBJECT: Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers

BACKGROUND: The McKinley Elementary School teachers will participate in Professional Development focused on STEM/NGSS Implementation using Phenomenon Boards as part of the larger TUSD Education Innovation and Research Grant titled *Leadership in STEM: The PreK-12 Pathway*.

RATIONALE: The Tracy Unified School District, in alignment with TUSD LCAP goals is concentrating resources on various actions including STEM for all students with support of the Education Innovation and Research Grant titled *Leadership in STEM: The PreK-12 Pathway*. McKinley Elementary School is a participating school in this grant. In order to facilitate this training, McKinley School will contract with the San Joaquin County Office of Education (SJCOE) STEM Development Team to provide these services. This professional development opportunity will be presented to McKinley teachers during the Buy Back Day on January 28, 2022 and will focus on STEM/NGSS Implementation using Phenomenon Boards. This aligns with McKinley's SPSA Goal #3: Prepare all students to meet grade level standards in the areas of Life Sciences, Physical Sciences, and Earth and Space Sciences. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure to a safe learning environment that supports staff and student goals.

FUNDING: The cost for this contracted service will not exceed \$1,600.00. This fee includes preparation and facilitation of the K-5 Professional Learning focused on STEM/NGSS Implementation provided by the San Joaquin County Office of Education's STEM Department. The funds will be paid out of site Title 1 funds allocated for Professional Development for STEM in McKinley's SPSA.

RECOMMENDATION: Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers.

Prepared by: Mrs. Shannon Bancroft, McKinley Elementary School Principal

November 5, 2021

Professional Learning Proposal:

Science Staff Development for McKinley Elementary School, Tracy USD 2021-2022
Preliminary Proposal for K-5 STEM Professional Learning

Specific Dates and Times

Date(s)	# of Days	Location	Grades	Topic	Cost
1/28/2022	1	McKinley Elementary	K-5	NGSS Implementation	\$1600
	1 day			Total	\$1,600

Explanation of Costs:

1 full day of professional development with one day of prep = \$1600

Total Proposed Costs to be invoiced after final session and paid within 30 days: \$1,600

Summary:

SJCOE STEM is willing to provide the K-12 STEM Professional Learning services above for the SJCOE Tracy Unified School District during the 2020-2021 school year. This will focus on NGSS Implementation using Phenomenon Boards.

If you have any questions, please don't hesitate to contact us.



Kirk Brown
Division Director
STEM Programs, Educational Services
San Joaquin County Office of Education
209-468-4880
kbrown@sjcoe.net

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____
Provide preparation and facilitation of the K-5 professional learning focused on STEM/NGSS Implementation using Phenomenon Boards.

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 1 () [] HOURS [X] DAYS, under the terms of this agreement at the following location McKinley Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 1600 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 1600. 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 \$ _____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on January 28, 2022, and shall terminate on January 28, 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, Shannon Bancroft, at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [☐] WILL [x] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature	Title
<hr/>	
IRS Identification Number	
<hr/>	
Title	
<hr/>	
Address	
<hr/>	
<hr/>	

Tracy Unified School District
<hr/>
Date
<hr/>
Account Number to be Charged
01-3010-0-1110-2140-4300-280-3002
<hr/>
Department/Site Approval
<hr/>
Budget Approval
<hr/>
Date Approved by the Board
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 15, 2021
SUBJECT: Approve Revised School Site Plan and Budget for North School for the Remainder of the 2021-2022 School Year

BACKGROUND: The 2021-2022 School Site Plans and Budgets were approved at the June 8, 2021 Board Meeting as is required by the Every Student Succeeds Act (ESSA). North School services over 740 students. Of those students many are English language learners and students with special needs. North School is a Title 1 school and as such receives federal money to help increase its low socio-economical and minority students. This year North School is undergoing a federal program management review. As part of the review North School was asked to revise its school plan for student achievement in all the goals to better explain how the money from the budget was spent in the SPSA without having to look at a separate document for the explanation. All three goals received extra information as requested by the FPM reviewer.

RATIONALE: Changes of this nature require the Local Education Agency (LEA) Governing Board approval. The changes once approved will be reviewed with the North School Site Council in a future meeting.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for North School for the Remainder of the 2021-2022 School Year.

Prepared by: Mr. Jose Jimenez, Principal, North School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: November 19, 2021
SUBJECT: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education, for the County to Provide Single Subject Physical Education Teachers Professional Learning on two of the District Early Release Monday's During the 2021-2022 School Year

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to all TUSD students.

RATIONALE: The San Joaquin County workshops provide 9-12 Physical Educators with practical ideas they can easily implement into their physical education program. The CA Health Education Framework Rollout Project developed four courses to support educators in increasing their health education content knowledge and pedagogical skill development. The courses include an overview of the CA Health Education Content Standards and Framework; safe, supportive, and inclusive learning environments; standards/skill-based instructional design process; as well as a closer look at the six health education content areas.

The County Office will provide two (2) days of service at the district led Early Release Monday during the 2021-2022 school year. The workshops will support high school PE teachers. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: There is no cost for the training by the County Office of Education for the 2021-2022 school year.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education, for the County to Provide Single Subject Physical

Education Teachers Professional Learning on Two of the District Early Release Monday's
During the 2021-2022 School Year.

Prepared by: Mrs. Erin Quintana, Director of Professional Learning and Curriculum.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Tracy Unified School District (TUSD) seeks professional learning opportunities to support Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to all TUSD students

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

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

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

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

4. The terms of the agreement shall commence on January 3, 2022, and shall terminate on May 27, 2022.

5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination 47 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, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 16, 2021
SUBJECT: Approve Agreement for Contract Services with ROYA Foundation and PLEXUSS virtual tutoring services for students experiencing housing insecurity and in the foster care system during the 2021-22 School Year

BACKGROUND: In support of the on-going effort to improve student achievement for the most at-risk student populations, particularly students experiencing housing insecurity and in the foster care system, ROYA foundation has partnered with PLEXUSS virtual tutoring services to serve as an academic intervention. Per the McKinney-Vento Homeless Assistance Act of 1987, LEAs are required to ensure that unhoused students have access to a free and appropriate public education. Based on the unique challenges these students face, equitable accessibility is especially critical for these students.

RATIONALE: The impact of COVID-19 has compounded existing challenges found among students experiencing housing insecurity and in the foster care system. This partnership will expand academic tiered-level of supports, by providing up to 30 one-on-one tutoring sessions per month during the school year. This service is in alignment with TUSD's LCAP Goal #1 Action 36: Intervention for Foster/Homeless Support.

FUNDING: Fee is \$15 per student per month and shall not exceed \$90,000.00. The funds will be paid out of Goal 1, Action 36 which will be paid through our \$500,000.00 ELOG grant.

RECOMMENDATION: Approve Agreement for Contract Services with ROYA Foundation and PLEXUSS virtual tutoring services for students experiencing housing insecurity and in the foster care system during for the 2021-22 School Year.

Prepared by: Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and ROYA Foundation - PLEXUSS, 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: Through the ROYA Foundation, PLEXUSS virtual tutoring service will provide academic tutoring to students experiencing housing insecurity and in the foster care system during the 2021-2022 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 () [] HOURS [X] DAYS, under the terms of this agreement at the following location virtual.

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

- a. District shall pay \$ 750.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 90,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2021, and shall terminate on June 30, 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, Deidre Hill-Valdivia, at (209) 8303218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

_____ Contractor Signature	_____ Title
_____ IRS Identification Number	
_____ Title	
_____ Address	

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: December 1, 2021
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During the 2021-2022 School Year

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support all teachers with Unconscious Bias training.

RATIONALE: The San Joaquin County Office of Education's Continuous Improvement Support Team will provide an unconscious bias virtual workshop that has been researched, developed, and facilitated for Tracy Teachers. This exploring unconscious bias together professional learning workshop will provide a helpful overview of unconscious bias and how it intersects in school settings with identity, diversity, equity, and inclusion. Sometimes referred to as implicit bias, or more recently automatic processing, unconscious biases are quick, involuntary associations all of our minds make, every day. In this workshop, we will explore how we can make our unconscious biases more conscious, so that we can make more thoughtful decisions in support of students and families.

The County Office will provide six (6) days of service during Early Release Mondays during the 2021-2022 school year. The workshops will support all TUSD teachers. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the unconscious bias training is not to exceed \$5,500 and will be paid out of Goal 1, Action 39 through the ELOG grant.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During the 2021-2022 School Year.

Prepared by: Mrs. Erin Quintana, Director of Professional Learning and Curriculum.



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will serve as an agreement between:

SAN JOAQUIN COUNTY OFFICE OF EDUCATION (SJCOE)
Continuous Improvement and Support (CIS)
and
TRACY UNIFIED SCHOOL DISTRICT (TUSD)

The two parties, CIS and TUSD, mutually agree to the following terms and conditions for the 2021-2022 school year:

I. SCOPE OF WORK

CIS will prepare and facilitate 1-hour virtual Professional Learning sessions for K-12 TUSD teachers on Unconscious Bias on the following dates during Early Release Mondays (ERM):

- January 31, 2022
- February 7, 2022
- March 7, 2022
- March 21, 2022
- March 28, 2022
- April 4, 2022

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from January 1, 2022 – May 30, 2022.

III. COMPENSATION

- a. Professional Development Costs: $\$750 \times 6 \text{ sessions} = \$4,500$.
b. Preparation and Planning Costs: $\$750 \times 1 \text{ day} = \750 .
c. Differentiated Assistance (DA) funding from CIS will cover the costs mentioned in COMPENSATION.

IV. TERMINATION OF MEMORANDUM

- a. This agreement can be terminated by either party with 30 days advance written notice.

V. CERTIFICATION OF NON-EMPLOYEE STATUS

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

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree?
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No
☐ Yes ☐ No

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education Continuous Improvement and Support, 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: Approve Agreement for Special Contract Services with
San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During
the 2021-2022 School Year

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 6 () [] HOURS [X] DAYS, under the terms of this agreement at the following location virtual.

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

- a. District shall pay \$ 5500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 5500. 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 January 31, 2022, and shall terminate on April 29, 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, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

_____ Contractor Signature	_____ Title
_____ IRS Identification Number	
_____ Title	
_____ Address	

_____ Tracy Unified School District
_____ Date
_____ 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: December 6, 2021
SUBJECT: Approve Overnight Travel for the West High Girl's Wrestling Team
and Coaches to Attend the Napa Valley Girls Tournament in Napa, California,
on January 6-8, 2022

BACKGROUND: The Vintage High School 23rd Annual True Wrestler Napa Valley Girls Classic is a premier wrestling competition for female athletes. This competition is for varsity level wrestlers and only one wrestler per weight class, per school is invited each year. The West High School team has a returning State Placer who is ranked among the top 5 wrestlers in California. The competitors will be the best of the best.

RATIONALE: The Wrestling tournament will help to prepare students for competition at State level and playoffs. The experience gained will be invaluable. We will take 4 qualified wrestlers and two coaches: Coach Bravo and Coach Corbett, as well as Josefine Bravo, wife of assistant coach Bravo. Mrs. Bravo will help with the chaperone duties and go where the male coaches cannot to watch out for the students. She is currently going through volunteer clearance through Human Resources. The team will leave West High on Thursday, Jan. 6th and travel by district van to the Hilton Garden Inn, 1375 Trower Ave., Napa, Ca. and return Jan. 8th. Students will have opportunity to complete any homework assigned by their teachers during the trip. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will total approximately \$1200.00-\$1500.00, to be paid by the West High ASB Wrestling account.

RECOMMENDATION: Approve Overnight Travel for the West High Girl's Wrestling Team and Coaches to Attend the Napa Valley Girls Tournament in Napa, California, on January 6-8, 2022.

PREPARED BY: Ms. Annabelle Lee, West High School Principal.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 29, 2021
SUBJECT: Approve 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>
Herrera, Alejandra Counselor	KHS	11/19/2021	Personal

BACKGROUND: NAME/TITLE

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Velasquez, Felipe	KHS	6/30/ 2021	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
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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>
Gonzales, Hilda Utility Person II	MOT	11/22/2021	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Burnell, Robert Utility Person II	MOT	10/23/2021	Personal
Diaz, Indelisa Food Service Worker	Villa	11/17/2021	Personal
Hawk, Michelle Food Service Worker	MVMS	10/21/2021	Accepted a FSW position w/more hrs
Montano, David Irrigation Specialist/Bus Driver/Custodian	ISSET	11/22/2021	Accepted an ISET Technician position
Murray, James Special Ed Para Education	Jacobson	10/23/2021	Personal
Ramirez, Lucia Special Ed Para	McKinley	11/15/2021	Accepted a Special Ed para position w/more hours
Singh, Pinkey School Supervision Assistant	MVMS	12/1/2021	Personal
Sterritt, Michelle Secretary to the Director of Special Ed	Special Ed	11/1/2021	Accepted the Facility Use Coordinator position

Vazquez, Cinthya
Bilingual Para Educator

Williams

11/6/2021

Personal

Vigil, Carmen
Bus Aide

Transportation 11/6/2021

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: December 1, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL

BACKGROUND:

Garrido, Jeffery

CERTIFICATED

South/West Park Elementary
Music Teacher (Replacement)
"A", Class I, Step 1
\$34,698.69
Fund: General

Gonzalez Gamez, Daniel

Tracy High School
Social Science (Replacement)
"A", Class I, Step 1
\$32,327.00
Fund: General

Rawson, Marissa

Monte Vista Middle School
RSP (Replacement)
"A", Class I, Step 1
\$35,588.40
Fund: General

Vallinayagam, Supanya

Bohn Elementary School
1st grade (Replacement)
"A", Class I, Step 1
\$32,327.00
Fund: General

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

BACKGROUND:

CLASSIFIED

Aldridge, Tiffany

Clerk Typist I (New)
Central
8 hours per day
Range 23, Step D - \$15.93
Funding: ELO Grant

Durant, Kaylee

Clerk Typist I (New)
DEC
8 hours per day
Range 23, Step A - \$15.22
Funding: ELO Grant

Gomez, Martha

Clerk Typist II (Replacement)
Special Ed
8 hours per day
Range 27, Step C - \$18.31
Funding: Special Education

Hawk, Michelle

Food Service Worker (Replacement)
Monte Vista
4 hours per day
Range 22, Step E - \$17.87
Funding: Child Nutrition – School Program

Hernandez Olivo, Josefina

Food Service Worker (New)
Freiler
3 hours per day
Range 22, Step E - \$17.87
Funding: Child Nutrition – School Program

Loder, Kimberly

Para Educator I (New)
Tracy High
65 hours per day

	Range 24, Step E - \$18.72 Funding: ELO Grant
Montano, David	ISSET Technician I (New) ISSET 8 hours per day Range 53, Step A - \$30.62 Funding: ELO Grant
Parikh, Dipali	Special Ed Para Educator (Replacement) Jacobson 6 hours per day Range 24, Step E - \$18.72 Funding: Special Education
Perez, Itzel	K-8 Library Technician (Replacement) North 6 hours per day Range 30, Step A - \$17.87 Funding: State Lottery, ELO Grant
Ramirez, Lucia	Special Ed Para Educator (Replacement) McKinley 6.5 hours per day Range 24, Step E - \$18.72 Funding: SP ED – IDEA Bas Grant Entl
Ramzi, Shakila	Special Ed Para Educator (Replacement) Jacobson 6 hours per day Range 24, Step C - \$17.07 Funding: SP ED – IDEA Bas Grant Entl
Ruiz-Rocha, Thamara	Clerk Typist I (New) McKinley 8 hours per day Range 23, Step C - \$16.70 Funding: ELO Grant
Sterritt, Michelle	Facility Use Coordinator (Replacement) MOT 8 hours per day Range 40, Step D - \$26.00 Funding: Unrest – Local Defined #7
Teixeira, Kali	Food Service Worker (Replacement) West High 3 hours per day Range 22, Step B - \$ 15.56
Traina, Alyssa	Clerk Typist I

George Kelly
8 hours per day
Range 23, Step C - \$16.70
Funding: ELO Grant

Vasquez, Sandra

Parent Liaison (Replacement)
Stein/Central
8 hours per day

BACKGROUND:

Anastasio, Jill

Perry, Nathan

Tailes, Armando

COACHES

Volleyball – Boys' Varsity
Kimball High

Soccer – Soph Girls'
Tracy High
Stipend: \$4239.07

Golf – Boys' Varsity
West High
Stipend: \$4239.07

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: November 15, 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.

Tiffany Gonzales; District; Special Education Program Specialist
Deborah Coker; District; STEM Accelerator Coordinator

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: November 15, 2021
RE: Approve a 2-Year Experience Waiver for Preliminary Administrative Credential

BACKGROUND: The California Commission on Teacher Credentialing (CCTC) recognizes the difficulty in recruiting a suitable candidate for an administrative position who has the required five years of experience. Therefore, CCTC allows public school employers to request a waiver for up to two years of the required experience for the issuance of a Preliminary Administrative Services Credential (PASC) for candidates who complete Commission-approved PASC program, hold the appropriate prerequisite credential and have an administrative position offer. This waiver is not available to candidates who choose the exam (CPACE) route or for those applying for a Certificate of Eligibility (CE).

This Two-Year Experience Waiver Preliminary Administrative Credential is restricted to the employing agency requesting the waiver until the individual has five years of experience in the school or has earned the Clear Administrative Services Credential, whichever comes first.

RATIONALE: In reviewing staffing for the 2021-2022 school year it has been determined that Tracy Unified School District has a need for a Two-Year Experience Waiver for Preliminary Administrative Services Credential.

FUNDING: None.

RECOMMENDATION: Approve a Two-Year Experience Waiver for Preliminary Administrative Credential

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 Two-Year Waiver for Preliminary Services Credential 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.

Audrey Donovan; Poet Christian School; Assistant Principal

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: November 23, 2021
RE: Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their Speech-Language Pathology Assistant (SLPA) license. The purpose of this agreement is to clarify roles and responsibilities to ensure that everyone involved has a safe working environment allowing them to complete the required fieldwork.

This will aid the Tracy Unified School District in increasing the number of candidates that are available for a variety of positions within the District. This agreement will remain in effect from December 15, 2021 through June 30, 2026.

RATIONALE: SLPA's will be placed with permanent status, fully credentialed Speech-Language Pathologists within our District who are willing to have SLPA's placed with them.

FUNDING: None.

RECOMMENDATION: Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College

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

AGREEMENT

SPEECH-LANGUAGE PATHOLOGY ASSISTANT Field Experience and Use of Facilities

between

San Joaquin Delta Community College District

and

Tracy Unified School District

This AGREEMENT between **San Joaquin Delta Community College District** of San Joaquin County, hereinafter referred to as "**DISTRICT**", and **Tracy Unified School District**, a (corporation, charitable organization, government agency, or independent contractor) (*circle one*) under the laws of the State of California, hereinafter referred to as "**AGENCY**". This contract shall be effective on the 15th day of December 2021 through June 30, 2026.

WHEREAS, the Board of Trustees have approved a Speech-Language Pathology Assistant Program at San Joaquin Delta Community College and such program requires field experience and the use of service facilities; and

WHEREAS, the American Speech-Language-Hearing Association has set forth recommendations and guidelines for the Speech-Language Pathology Assistants training to include field experience; and

WHEREAS, California law passed as AB 205 sets forth recommendations and guidelines for registering Speech-Language Pathology Assistants in accordance with standards set by the American Speech-Language-Hearing Association; and

WHEREAS, it is to the mutual benefit of the parties hereto that students of the **DISTRICT's** Speech-Language Pathology Assistant Program use the service facilities of the **AGENCY** for their field experience,

NOW, THEREFORE, in consideration of the covenants, conditions, stipulations hereinafter expressed and in consideration of the mutual benefits to be derived there from, the parties hereto agree as follows:

I. AGENCY

The **AGENCY** has the following duties and obligations:

1. Provide service facilities for learning experiences therein for students enrolled in the

Speech-Language Pathology Assistant Program of DISTRICT who are designated by DISTRICT for such experience at the AGENCY (the field experience for any one student shall cover such period of time as may be specified by DISTRICT).

2. Maintain service facilities in conformance with standards of the California State Board of Medical Examiners and the American Speech-Language-Hearing Association and permit inspection of its service facilities upon request by the American Speech-Language-Hearing Association and the State Board of Medical Examiners.
3. Provide staff members who hold a current Certificate of Clinical Competence in Speech-Language Pathology issued by the American Speech-Language-Hearing Association, the California State License issued by the State Board of Medical Quality Assurance and certified Speech Language Pathologists certified through the State Department of Education to supervise Speech-Language Pathology Assistant students.
4. Permit such field experience in Speech-Language Pathology Assistant training by such students, individually and in groups, in all services of AGENCY herein contracted for, such services and the number of students receiving experience therein shall be by mutual agreement between parties and in accordance with the standards set forth by the American Speech-Language-Hearing Association.
5. Provide given service areas in such a manner that there will be no conflict of learning opportunities among groups of students, and permit the district faculty and students access to these service facilities, according to prearranged scheduling.
6. Permit members of the Speech-Language Pathology, medical, educational, and other appropriate staff to participate as their time may permit in the field experience of the students and their learning experiences in the Speech-Language Pathology Assistant Program.
7. Permit the AGENCY'S Director of Speech-Language Pathology and other designated Speech-Language Pathology personnel to attend meetings of the DISTRICT'S Speech-Language Pathology Assistant Program Faculty, or any committee thereof, to coordinate the field experience for the Speech-Language Pathology Assistant Program provided for under this Agreement.
8. Reserve the right after consultation with the DISTRICT, to refuse to accept for further Speech-Language Pathology Assistant Program field experience any of the college students who in AGENCY'S judgment are not participating satisfactorily, provided however, neither party shall discriminate with respect to the acceptance in or exclusion of students from the program.

II. DISTRICT

The DISTRICT has the following duties and obligations:

1. Designate the students enrolled in the Speech-Language Pathology Assistant Program of DISTRICT to be assigned for field experience in Speech-Language Pathology areas of AGENCY in such numbers as are mutually agreed to by both parties.
2. Supervise, in cooperation with the AGENCY supervisor, all instruction and learning experience and field experience given at AGENCY to the students so designated and provide faculty to supervise the field experience and learning experience given to them at AGENCY, provided however, that the responsibility for service to the client remain with the AGENCY.
3. Keep academic and field experience records of students participating in said program.
4. Provide and be responsible for the care and control of educational supplies and education equipment necessary for instruction, including library material and audiovisual equipment and supplies which are not customarily available in the AGENCY for the Speech-Language Pathology Assistant field experience.
5. Be responsible for the supervision and control of the students in the activities of their field experience under the general supervision and delivery of service framework of AGENCY.
6. Agree that the students shall be subject to requirements and restrictions specified jointly by representatives of DISTRICT and AGENCY, and subject to AGENCY'S rules and regulations governing conduct, copies of which shall be provided in advance to DISTRICT by AGENCY.
7. Be responsible for liability insurance, releases, and such other protective measures per Exhibit 1.
8. Require DISTRICT'S Speech-Language Assistant Program faculty to obtain the approval of AGENCY'S Director of Speech-Language Pathology in advance of:
 - a. Student Speech-Language Pathology Assistant schedules.
 - b. Placement of students in field experience assignments.
 - c. Changes in field experience assignments.
9. In consultation and coordination and with the approval of the AGENCY'S Director of Speech-Language Pathology and the Speech-Language Pathology Assistant staff, plan for the Speech-Language Pathology Assistant field experience to be provided to students under this agreement.

10. In consultation and coordination with the AGENCY'S Director of Speech-Language Pathology arrange for periodic conferences between appropriate representatives of the DISTRICT and AGENCY to evaluate the Speech-Language Pathology Assistant field experience program provided under this Agreement.
11. The AGENCY may require students to provide personal information such as a background clearance in accordance with Assembly Bill 1610 and Education Code 45125, and pass a tuberculosis examination or provide certification that they are free of communicable tuberculosis in accordance with Education Code 49406 prior to the start of the fieldwork program.

III. GENERAL CONDITIONS

1. Speech-Language Pathology Assistant students and faculty assigned by DISTRICT for field experience to AGENCY will not be, in any sense, employees of AGENCY. They will be there for the limited purposes expressed in this Agreement. The parties agree that the AGENCY shall have no monetary obligation to DISTRICT, to Speech-Language Pathology Assistant students or to Speech-Language Pathology Assistant Faculty.
2. Recognizing the risk to AGENCY when it permits its facilities to be used for field experience and in consideration of the training opportunity for students provided by AGENCY, DISTRICT hereby assumes the risk of injury to the persons or property of students and faculty while on the premises of AGENCY or participating in field experience under this Agreement and to third persons or their property as the result of the acts or omissions of students and/or faculty.
3. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of actions which students or faculty may have or assert against AGENCY on accounts of illness, injuries to their persons or injuries to their property while on the premises of AGENCY or participating in field experience under this Agreement, except those caused by the wrongful or negligent acts or omissions of AGENCY, its officers, employees or agents.
4. DISTRICT will indemnify and hold AGENCY harmless from any and all claims and causes of action which third parties may have or assert against AGENCY on account of injuries to their persons or property as the result in whole or in part of the acts or omissions of students and/or faculty. AGENCY shall indemnify and hold DISTRICT harmless from any and all claims and causes of action which third parties may have or assert against DISTRICT on account of injuries or loss to their person or property as the result whole or in part of the acts or omissions of AGENCY employees, agents, or representatives.
5. District will obtain insurance coverage, insuring its obligations under this section,

with limits of at least \$1,000,000 for injuries to any one person, and \$2,000,000 for injuries to more than one person, arising out of the same occurrence, and \$1,000,000 for property damages, such insurance to be evidenced by certificate of insurance, policy rider, or other means acceptable to the parties hereto.

6. It is understood by the parties to this Agreement that the AGENCY remains responsible for client care at all times.
- 7.. This contract may be modified by mutual agreement of the parties involved by giving thirty (30) days written notice.
8. This Agreement may be terminated by either party six (6) months prior to commencement of each academic year with notice in writing sent by registered mail as follows:

AGENCY: Tammy Jalique
Associate Superintendent for Human Resources
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
209-830-3260
tjalique@tusd.net

DISTRICT: Lisa Lucchesi
Acting Dean of Health Sciences (Acting)
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
(209) 954-5454
Lisa.lucchesi@deltacollege.edu

Susan M. Kidwell, Director
Speech-Language Pathology Assistant Program
San Joaquin Delta Community College
5151 Pacific Avenue
Stockton, CA 95207-6370
Susan.kidwell@deltacollege.edu

IN WITNESS THEREOF, the parties hereto have executed this contract the day and year written below.

San Joaquin Delta Community College District

By _____ Date _____
Authorized Signer

Authorized Signer Name and Title

Tracy Unified School District

By _____ Date _____
Authorized Signer

Tammy Jalique, Associate Superintendent for Human Resources
Authorized Signer Name and Title



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 15, 2021
RE: Approve Student Teacher Fieldwork Agreement with CSU East Bay

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their 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 CSU East Bay and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective December 15, 2021 through June 30, 2026.

RATIONALE: Students working on their field experience will be placed with fully credentialed teachers within our District. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential

FUNDING: None.

RECOMMENDATION: Approve Student Teacher Fieldwork Agreement with CSU East Bay

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

California State University East Bay
Memorandum of Understanding and Agreement
to Provide Student Teacher Placements to University Students

This agreement is between the **Tracy Unified School District** ("District") and the **California State University, East Bay** ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teacher Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning **December 15, 2021** and ending **June 30, 2026**, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the Student Placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teacher Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teacher Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the Student Teacher for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.
6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first

aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage per Exhibit 1.
8. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the Student Teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the Student Teacher program is forbidden except as a necessary part of the practical Student Teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable

pupil information) in any discussions about the Student Teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$5 million per claim per occurrence/ \$25 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the Student Teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
8. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The 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. The District, to the best of its knowledge and belief, 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, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

Signed by DISTRICT:

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Signed by UNIVERSITY:

By: _____

Name: _____ Robert Williams _____

Title: _____ Dean, CEAS _____

Date: _____

By: _____

Name: _____ Eric Engdahl _____

Title: _____ Chair, Teacher Education Dept _____

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 15, 2021
RE: Approve Teacher Internship Agreement with CSU East Bay

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District by increasing the number of candidates that are available for a variety of teaching positions within the District. A contract between CSU East Bay and Tracy Unified School District will expand options for meeting staffing needs. This agreement is effective from December 15, 2021 through July 21, 2026.

RATIONALE: By adding CSU East Bay Intern Program, the District will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Teacher Internship Agreement with CSU East Bay

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

**California State University, East Bay
College of Education and Allied Studies**

Multiple Subject Teaching Credential
Single Subject Teaching Credential
Education Specialist Credential, Mild Moderate Disabilities
Education Specialist Credential, Moderate Severe Disabilities

MEMORANDUM OF UNDERSTANDING

**Student Teacher Under District Employment Contract (i.e., Intern)
Support, Mentoring and Supervision**

This MOU is an agreement between the Trustees of the California State University, hereinafter called the "TRUSTEES," on behalf of **California State University, East Bay**, hereinafter called "CSU East Bay" and the **Tracy Unified School District** ("District"), effective as of **December 15, 2021**.

1.0 Responsibilities Shared by the CSU East Bay and the District

- 1.2 CSU East Bay and the District share responsibility for providing each paid "Intern" with 189 minimum hours of annual support, mentoring and supervision. The 189 hours will include 144 hours of support, mentoring, and supervision in general education and/or Special Education and an additional 45 hours of annual support, mentoring, and supervision related to teaching English learners.
- 1.3 "Interns" who begin their District employment after the beginning of the school year shall receive a minimum level of support, mentoring, and supervision prorated equal to the number of instructional weeks remaining in the school year.
- 1.4 "Interns" who are appointed at a time base of less than 1.00 or for less than a full year shall receive support that is commensurate with the percentage of their employment from the district. All Interns will receive full university support as mandated by the CTC.
- 1.5 A minimum of two hours of support, mentoring, and supervision shall be provided to an intern teacher every five instructional days.
- 1.6 The District certifies that "interns" do not displace certificated employees and that personnel are unavailable for the position. An effort is being made to develop a future applicant pool in high need areas.
- 1.7 The District ensures that the "intern" is teaching in his or her area of subject matter competence as evidenced by CSET or subject matter waiver.

2.0 CSU East Bay Personnel and Resource Support

- 2.1 CSU East Bay "Intern" Coordinator
CSU East Bay shall appoint a CSU East Bay "Intern" Coordinator to perform the following:
 - a. Support all CSU East Bay "Interns";
 - b. Assist and monitor all "Interns" and CSU East Bay's University Supervisors;
 - c. Work closely with the District's Employer Provided Mentors (EPM) by providing training to all CSU East Bay US and will coordinate training of EPM with the district; and

- d. Monitor the "intern's" completion of the "Intern" Support Record, documenting that the required number of hours of Support/Mentoring and Supervision have been met.

2.2. CSU East Bay University Supervisor

CSU East Bay shall designate a University Supervisor (US) to provide support, mentoring and supervision. It shall be the responsibility of CSU East Bay to provide compensation and/or release time to the US. The US shall possess each of the following qualifications:

- a. Current knowledge of the content the intern teaches,
- b. Understanding of the context of public schooling,
- c. Ability to monitor best professional practices in teaching and learning, scholarship, and service,
- d. Knowledge about diverse abilities, cultural, ethnic and gender diversity, and English language development
- e. Thorough grasp of the academic standards and accountability systems that drive the curriculum of public schools
- f. A corresponding teaching credential as the "Intern" will earn or an Administrative Services Credential (general education only)

3.0 **District Personnel and Resource Support**

3.1 Employer Provided Mentor

The District shall designate an Employer Provided Mentor (EPM) to provide Support/Mentoring and Supervision to each "Intern". The EPM cannot be an administrator or evaluator of the "Intern". It shall be the responsibility of the District to provide compensation and/or release time to the EPM. The EPM shall possess each of the following qualifications:

- a. Valid corresponding Clear or Life credential same as the "Intern" will earn;
- b. Three years or more successful teaching experience; and
- c. English Learner (EL) Authorization.

3.2. CSU East Bay University Supervisor – Employee Provided Mentor Meetings

The "Intern", the US and the EPM shall meet in person at least 3 times per semester to discuss the "Intern's" progress.

3.3 Release Time

The District shall provide release time as needed for the "Intern" and EPM to meet. If there are no English learners in the "intern's" assigned class(es), the District shall provide release time for the "intern" to observe and work with English learners in another class or school.

3.4 Employee Provided Mentor (EPM) Training

The District is responsible for the training of EPMs with the assistance of the CSU East Bay "Intern" Coordinator.

4.0 **CSU East Bay-Provided Support, Mentoring, and Supervision Support**

4.1 General Education and/or Special Education Observations by CSU East Bay University Supervisor:

4 visits to observe the "Intern" teaching, followed by one-on-one conferences totaling at least 8 hours per semester.

4.2 English Learner (EL) Observations by University Supervisor:

2 visits to observe the "Intern" teaching English Learners, followed by one-on-one conferences addressing issues related to English learners totaling at least **4 hours per semester**.

- 4.3 Online Discussion Board, Email, and Phone Support by University Supervisor (US)
US will provide **10 hours** per academic year of support and mentoring via Blackboard Discussion Board, email, and phone.
- 4.4 Seminars:
"Interns" will attend a fieldwork or other support seminar each semester for a total of 2 semester units or **30 hours minimum**
- 4.5 Intern Support Record, or "My Internship Journal":
"The "Intern" Coordinator will communicate with "Interns" by email and/or phone and will monitor their completion of the "Intern" Support Record using the "app" "My Internship Journal" for a total of **5 hours** per semester.

5.0 District-Provided Support, Mentoring, and Supervision

- 5.1 General Education and/or Special Education Support and Supervision by Employee Provided Mentor (EPM)
The EPM will provide a minimum of **13 hours** of support/mentoring and supervision per semester during school hours, including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.
- 5.2 English Learner Support and Supervision by Employee Provided Mentor
The EPM will provide a minimum of **5 hours** per semester of support and supervision related to English Learners during the school day.
- 5.3 District and School Site Professional Development and Meetings
"Interns" will attend a minimum of **45 hours** per semester of District and school site-sponsored events including New Teacher Orientation, Grade Level, Department Meetings, Faculty meetings, and Professional Development Seminars.
- 5.4 The EPM will be invited to use "My Internship Journal" by the CSU East Bay "Intern" Coordinator.
The EPM will use this program to approve support that is provided to the "Intern".

6.0 Additional Support Provided by the CSU East Bay and District (Shared Responsibility)

- 6.1 The US, the EPM, and the "intern" will meet **3 hours per semester**.

- 6.2 Individualized "Intern" Plan (IIP)

- a. The US, EPM, and the "Intern" shall develop the Individualized "Intern" Plan (IIP) during the first three weeks of school year.
- b. The IIP will specify the support, mentoring, and supervision the "Intern" will receive so that the total hours of annual Support/Mentoring and Supervision equal to 144 hours plus 45 additional hours specific to the needs of English Learners.
- c. The plan shall be approved by the CSU East Bay "Intern" Coordinator. The following are suggested mentoring activities that may be included in the plan, in addition to those mentioned above:

1. Observation of others teaching
2. Supervision of the "Intern"
3. Conferences, in person
4. Email or telephone conferences
5. Grade level/department meetings
6. Instructional planning
7. Logistical help before or after school (bulletin boards, seating arrangements)
8. Participation in District or Regional conferences
9. Review and discuss test results
10. Editing work-related writing (letters to parents, announcement, etc.)
11. Completion of interactive journal (Intern and either US or EPM)
12. Mentoring activities specific to Special Education interns such as the development of IEPs and conferences with general education teachers

- d. "Interns" are expected to attend all CSU East Bay classes; they may not attend District-sponsored activities or engage in extra paid assignments that interfere with class attendance.

7.0 "Intern" Contract with the Teacher Education Department at CSU East Bay

- a. Each "Intern" will sign a contract agreeing to terms and responsibilities that are congruent with this MOU.
- b. The "Intern" Contract will include the names of the CSU East Bay University Supervisor (US) and the Employer Provided Mentor (EPM)
- c. By signing the contract the "intern" acknowledges that the internship may be revoked if the terms are not met.

7.1 Individual "Intern" Profile

- a. CSU East Bay will maintain a computer-based Individual "Intern" Profile (IIP) for each Intern, summarizing the type and quantity of *Support/Mentoring and Supervision each Intern receives*
- b. CSU East Bay, the District, and the "Intern" will all provide information, as requested, to the CSU East Bay "Intern" Coordinator.
- c. "Intern" will register and provide all information online as required by the "Intern" Contract and this MOU.

7.2 "Intern" Support Record

- a. Each CSU East Bay "intern" will complete an online "Intern" Support Record using "My Internship Journal" that documents the support received from CSU East Bay and District personnel.
- b. The "Intern" Coordinator will monitor completion of the "Intern" Support Records using "My Internship Journal" for each "intern".

7.3 Oversight by Accreditation Coordinator

- a. The CSU East Bay Accreditation Coordinator, working with the CSU East Bay Intern Coordinator, shall make recommendations to the CSU East Bay Chair of the Department of Teacher Education, the Chair of the Department of Educational Psychology and the CSU East Bay Dean of the College of Education and Allied Studies regarding the performance of the CSU East Bay University Supervisors and the performance of the District in meeting all requirements included in this MOU.
- b. The Accreditation Coordinator is responsible for reporting compliance with the "Intern" Support requirements to CTC.

7.4 Oversight by CSU East Bay Dean

The CSU East Bay Dean of the College of Education and Allied Studies shall notify appropriate District administrators if CSU East Bay has concerns about the performance of District personnel.

7.5 Oversight by District Administrator

Appropriate District administrators shall notify the CSU East Bay Dean of the College of Education and Allied Studies if there are concerns about the performance of CSU East Bay personnel.

8.0 Term of the Agreement; Amending the Agreement; Termination of the Agreement

- 8.1 This Agreement shall be in effect beginning with the 2021 - 2022 school year and shall be continuous and be in place for each subsequent academic year until it is either amended or terminated by either party pursuant to sections 8.2 and 8.3 below.
- 8.2 Either the District or CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.3 This Agreement may be terminated at any time by amending the termination date by written instrument signed by both parties in compliance with Section 9.0. General Provisions of this agreement or upon 30 day's advance written notice by one party to the other, provided, however, that in no event shall termination take effect with respect to currently enrolled interns, who shall be permitted to complete their training for any semester in which termination would otherwise occur.
- 8.4 CSU East Bay may request that the other party meet to consider amendments to this Agreement at any time during the initial term or any subsequent renewals, in writing signed by both parties.
- 8.5 This Agreement shall be effective as of December 15, 2021 and shall remain in effect for five (5) years, terminating on July 31, 2026.

9.0 General Provisions

- 9.1 **General Indemnity:** The District and the CSU East Bay agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- 9.2 **Insurance Requirements** Each party agrees to maintain commercial general liability coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A: VII.
- 9.3 **Workers' Compensation** insurance coverage as required by the State of California.
- 9.4 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from Department of Justice and Federal Bureau of Investigation.

- 9.5 District or CSU East Bay shall require University students assigned to the District pursuant to this MOU to comply with Education Code Section 49406 to University students to provide evidence of negative tuberculosis test performed within 60 days of "Intern's" start date.
- 9.6 All parties shall agree that no person, patient, client, staff or student shall, on the basis of religion, race, color, national origin, ancestry, ethnic group identification, sex, physical handicap, mental disability, medical condition, marital status, age (over 40) or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this agreement.
- 9.7 Mandatory Instruction and Reporting: Before a "Intern" is assigned to the District for placement, the CSU East Bay shall instruct such student on the applicable state and federal laws regarding unlawful discrimination (California Education Code sections 200-283 and Title IX, Section 504, Title VI) and mandated reporting of child abuse (Penal Code sections 11164-11174.35).
- 9.8 The District and CSU East Bay will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- 9.9 Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$3,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
- 9.10 Nothing contained in this Agreement confers on either party the right to use the other party's name without prior written permission, or constitutes an endorsement of any commercial product or service by the CSU East Bay.
- 9.11 This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable Federal, State and Local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.

Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below:|

District:

Tracy Unified School District
 Antonia Velasco, Personnel Analyst for Certificated Employees
 1875 W. Lowell Ave., Tracy, CA 95376
 P: 209-830-3200 X1301 | avelasco@tusd.net

CSU East Bay:

Program Issues

College of Education & Allied Studies
 Eric Engdahl, Department Chair
 Hayward, CA 94542
 510-885-4599 | eric.engdahl@csueastbay.edu

Contract Issues:

College of Education & Allied Studies
 Robert Williams, Dean
 Hayward, CA 94542
 510-885-7439 | Robert.williams@csueastbay.edu

IN WITNESS WHEREOF, this agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The 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. The District, to the best of its knowledge and belief, 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, the District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

California State University, East Bay agrees to the terms and conditions described in this document:

By _____	By _____
Authorized Signature	Authorized Signature
Date	Date
Robert Williams,	Eric Engdahl,
Dean, College of Education & Allied Studies	Department Chair-Teacher Education Dept

The Tracy Unified School District agrees to the terms and conditions described in this document.

By: _____ Date _____
Signature, District Representative

Printed Name & Title

By: _____ Date _____
Signature, Teachers' Association Representative (if applicable)

Printed Name & Title

By: _____ Date _____
Signature, School Board Certification (if applicable)

Printed Name & Title

Appendix A

“Intern” Support: A Shared Commitment to Excellence in Teaching 196 Hours of Support per School Year

CSU East Bay Support: University Supervisor (US), Intern Coordinator	District Support: Employer Provided Mentor (EPM)	Shared Responsibility
<u>Regular Ed/Special Ed: US Observations and Conferences</u> <ul style="list-style-type: none"> 8 observations of the “Intern” teaching and follow-up conferences (2 hours each) <u>EL: US Observations and Conferences</u> <ul style="list-style-type: none"> 4 observations of the “Intern” teaching EL and follow-up conferences (2 hours each) Total 24 hours (1 hour per week)	<u>Regular Ed/Special Ed: EPM Support, Mentoring and Supervision</u> <ul style="list-style-type: none"> 26 hours of support, mentoring, and supervision within the school day <u>EL: EPM Support and Supervision</u> <ul style="list-style-type: none"> 10 hours of support, mentoring, and supervision related to English Learners during the school day (May include observations of EL in other classrooms) Total 36 hours (1 hour per week)	<u>“Intern”, US, EPM Meetings</u> <ul style="list-style-type: none"> The “intern”, the US and the EPM shall meet in person at least three times per semester (6 meetings, 1 hour each) to discuss the “Intern’s” progress. During the first meeting the “intern”, the US and the EPM will develop an Individualized “Intern” Plan (IIP), describing the support, mentoring and supervision the “intern” will receive. The plan shall be approved by the CSU East Bay “Intern” Coordinator. Total 6 hours
<u>Seminars</u> <ul style="list-style-type: none"> Candidates will attend online and face-to-face fieldwork or other seminars focusing on problem solving with students, curriculum, and instruction for regular education and EL students (minimum of two semester units) Total 30 hours <u>“Intern” Coordinator</u> <ul style="list-style-type: none"> The “Intern” Coordinator will communicate with interns by email and/or phone and will monitor their completion of the “Intern” Support Record using the “app” “My Internship Journal” Total 10 hours	<u>District or School-Sponsored Professional Development, Meetings</u> <ul style="list-style-type: none"> “Interns” will attend a minimum of 90 hours of district and school site-sponsored professional development and meetings including new teacher orientation, grade level, department meetings, faculty meetings, and professional development seminars. Candidate-initiated observations are also included. Total 90 hours	

Appendix B

The District and CSU East Bay will exchange the following contact information required in the "Intern" Support, Mentoring and Supervision of the Memorandum of Understanding in the MOU.

I. California State University, East Bay

A. Program Director Contact Information

Name:	Robert Williams
Title	Dean
Department:	College of Education & Allied Studies
Contact	Sarah Arnett
Telephone Number:	510-885-2272
Email:	sarah.arnett@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-235, Hayward, CA 94542

B. Intern Program Coordinator:

Name:	Eric Engdahl
Title	Department Chair
Department:	Teacher Education Department
Telephone Number:	510-885-4599
Email:	eric.engdahl@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd, AE-246, Hayward, CA 94542

II. Tracy Unified School District

A. Program Director Contact Information:

Name:	Antonia S. Velasco
Title	Personnel Analyst for Certificated Employees
Department:	Human Resources
Telephone Number:	209-830-3200 X1301
Email:	avelasco@tusd.net
Mailing Address:	1875 W. Lowell Ave. Tracy, CA 95376

B. Program Coordinator:

Name:	
Title	
Department:	
Telephone Number:	
Email:	
Mailing Address:	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: November 15, 2021
SUBJECT: Consider Claim 599902

BACKGROUND: On November 8, 2021, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on May 18, 2021.

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 599902.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: November 15, 2021
SUBJECT: Adopt Revised Board Policy 3310 (First Reading)

BACKGROUND: Periodically throughout the year, board policies are reviewed, revised and added, as current laws and requirements change. Tracy Unified is currently in the process of a Federal Program Review. Part of that review included the language contained in our Board Policy 3310 and we are also updating this policy to current laws and practices.

RATIONALE: In accordance with the FPM Reviewer's findings, Board Policy 3310 meets their requirements with the revisions that have been made along with general updating of this policy.

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Revised Board Policy 3310 (First Reading).

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

**RELATIONS WITH VENDORS, PURCHASING, BIDDING,
AND CONTRACT PROCEDURES**

RELATIONS WITH VENDORS

District employees and Governing Board members shall comply with the Political Reform Act of 1974 governing acceptance of personal gifts, commissions or expense-paid trips from individuals or companies selling equipment, materials or services required in the operation of District programs.

District employees who work for or serve as consultants for potential vendors shall not participate in evaluating any equipment, materials or services of that vendor or its competitors.

PURCHASING PROCEDURES

The Superintendent or designees shall maintain effective purchasing procedures in order to ensure that maximum value is received for money spent by the District and that records are kept in accordance with law.

Insofar as possible, goods and services purchased shall meet the needs of the person or department ordering them at the lowest price consistent with standard purchasing practices. Maintenance costs, replacement costs trade-in values, warranty, customer service, financing, availability, lead-time, and services offered shall be considered when determining the most economical purchase price.

BIDS

The district shall purchase equipment, supplies and services using competitive bidding when required by law and in accordance with statutory requirements for bidding and bidding procedures. In those circumstances where the law does not require competitive bidding, the Governing Board may request that a contract be competitively bid if the Board determines that it is in the best interest of the district to do so.

When the Board has determined that it is in the best interest of the District, the Board may "piggyback" onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law.

To ensure that good value is received for funds expended, specifications shall be carefully designed and shall describe in detail the quality, delivery and service required.

To assist the district in determining whether bidders are responsible, the Board may require prequalification procedures as allowed by law and specified in administrative regulation.

CONTRACTS

Whenever state law invests the Governing Board with the power to enter into contracts on behalf of the district, the Board may, by a majority vote, delegate this power to the Superintendent or designee. To be valid or to constitute an enforceable obligation against the District, all contracts must be approved and/or ratified by the Board. (Education Code 17604)

All contracts between the District and outside agencies shall conform to standards required by law and shall be prepared under the direction of the Superintendent or designee.

When required by law, contracts and subcontracts made by the District for public works or for goods or services shall contain a nondiscrimination clause prohibiting discrimination by contractors or subcontractors. The nondiscrimination clause shall contain a provision requiring contractors and subcontractors to give written notice of their obligations to labor organizations with which they have a collective bargaining or other agreement. (Government Code 12990)

The District shall not enter into a contract that prohibits a school employee from disparaging the goods or services of the contracting party. (Education Code 35182.5)

Pursuant to 2 CFR 200.318, no District officer, employee or agent shall participate in the selection, award, or administration of a contract in which they have a real or apparent conflict of interest. Such a conflict of interest would arise if the officer, employee or agent has a financial or other interest in or a tangible personal benefit for a firm/vendor considered for a contract. District, officers, employees or agents who violate this written standard of conduct regarding the award and administration of contracts may be recommended for disciplinary actions by the Board or Superintendent.

Further direction is provided in the attached Administrative Regulation.

Legal Reference:

EDUCATION CODE

- 200-262.3 Prohibition of discrimination on the basis of sex
- 14505 Provisions required in contracts for audits
- 17595-17603 Contracts
- 17604 Delegation of powers to agents; approval or ratification of contracts by governing board

17605	Delegation of authority to purchase supplies and equipment
35182.5	Contract prohibitions
35250	Duty to keep certain records and reports
38083	Purchase of perishable foodstuffs and seasonable commodities
38110	Purchase of supplies through county superintendent
38111	Purchases by district governing board
38112	Purchases of necessary supplies
39643-39658	Contracts
39802	Bids and contracts for services
45103.5	Contracts for management consulting service related to food service
60071	Prohibited offers to influence adoption or purchase of instructional materials
60072	Acceptance of consideration or inducements by school officials
60073	Penalties for violation of article
60074	Supplying sample copies
60075	Receiving sample copies
60076	Inapplicability of article; royalties or other compensation of school official for writing or preparing instructional materials; claim of district to royalty

CIVIL PROCEDURES CODE

685.010	Rate of Interest
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GOVERNMENT CODE

12990	Nondiscrimination and compliance employment programs
4330-4334	Preference of supplies manufactured or produced in state
53060	Special services and advice
53260	Contract provision re maximum cash settlement
53262	Ratification of contracts with administrative officers
54201-54205	Purchase of supplies and equipment by local agencies
6252	Definitions of California Public Records Act

LABOR CODE

1775	Penalties for violations
1810-1813	Working Hours

PUBLIC CONTRACT CODE

2000-2001	Responsive bidders
3400	Bids, specifications by brand or trade name not permitted
3410	U.S. produce and processed foods

4100-4114	Subletting and subcontracting fair practices
6610	Bid visits
7104	Contracts for excavations; discovery of hazardous waste
7106	Noncollusion affidavit
12161	Definitions, recycled paper products
12168	Preference for recycled paper products
12169	Bidders to specify percentage of recycled paper
12200	Definitions, recycled goods, materials and supplies
12210	Purchase of recycled products preferred
12213	Specifications by bidder of recycled content
20103.8	Award of contracts
20107	Bidder's Security
20111	School District bidding requirements
20112	Advertisement for bids
20113	Specification by bidder of recycled content
20104	Work by day labor
20115	Maintenance Defined
20116	Unlawful to split or separate into smaller projects
20117	Identical bids
20118	Authorization of public corporation or agency to make leases or purchases
20118.1	Electronic data processing systems; bids
20118.3	Supplementary texts, library books, etc; purchase without estimates or bids
20118.4	Change without securing bids
20189	Bidder's security
22002	Definition of public project
22030-22045	Alternative procedures for public projects
22050	Alternative emergency procedures
22300	Performance retentions

UNITED STATES CODE, TITLE 20
1681-1688 Title IX, discrimination

COURT DECISIONS

Konica Business Machines v. Regents of University of California (1988)
206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior
Court, (1972) 7 Cal.3d 861

MANAGEMENT RESOURCES

CSBA Publications:
Healthy Food Policy Resource Guide, 2003

WEB Sites:

CSBA: www.csba.org
California Association of School Business Officials: www.casbo.org
California Fair Political Practices Commission: www.fppc.ca.gov/

TUSD REVISED:
TUSD ADOPTED: 01.10.06



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: November 29, 2021
SUBJECT: Certify 2021-2022 Fiscal Year First Interim Report

BACKGROUND: Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the Second Interim Report document.

Labor negotiations have been completed for all bargaining groups for the 2021-2022 school year. In addition, it should be noted that the district has been experiencing declining enrollment of approximately 150-250 students per year.

Based on current assumptions, the First Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

FUNDING: The second interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

RECOMMENDATION: Certify 2021-2022 Fiscal Year First Interim Report.

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian R. Stephens, Superintendent
DATE: December 7, 2021
SUBJECT: Adopt Resolution No. 21-09 to Excuse Meeting Absence of Board Member

BACKGROUND: Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to a hardship deemed acceptable by the board;"

RATIONALE: Board of Education member Zachary Hoffert was absent for the regular meeting of October 12, 2021. The Board of Education finds that Zachary Hoffert's absence from the meeting of October 12, 2021, was due to a hardship deemed acceptable by the Board of Education;

FUNDING: Unrestricted General Fund, Previously Budgeted.

RECOMMENDATION: Adopt Resolution No. 21-09 to Excuse Meeting Absence of Board Member.

Prepared by: Dr. Brian R. Stephens, Superintendent.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 21-09
Resolution to Excuse Meeting Absence of Board Member**

WHEREAS, Board Bylaw 9250 and Education Code §35120 provide that a Board "...member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting...the absence was due to illness or a hardship deemed acceptable by the board;"

WHEREAS, Board of Education member Zachary Hoffert was absent for the regular meeting held October 12, 2021, due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that the Board of Education finds that Zachary Hoffert's absence from the regular meeting of October 12, 2021, was due to a hardship deemed acceptable by the Board of Education;

BE IT FURTHER RESOLVED that the Board of Education therefore determines that Mr. Hoffert shall be paid for his absence from the regular meeting of October 12, 2021, and further directs that the adoption of this Resolution shall be recorded in the minutes of this meeting of December 14, 2021.

Resolved this 14th day of December, 2021, at a regular meeting of the Board of Education of the Tracy Unified School District by the following vote:

AYES: NOES: ABSENT: ABSTENTION:

PRESIDENT, BOARD OF EDUCATION
TRACY UNIFIED SCHOOL DISTRICT

Attest:

I certify that the foregoing resolution was adopted by the Board of Education of the Tracy Unified School District, County of San Joaquin, on the date shown above.

Clerk
Board of Education
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: December 3, 2021
SUBJECT: Authorize and Approve Resolution No. 21-07 Energy Services Contract with FFP BTM Solar, LLC

BACKGROUND: In April of 2020, the TUSD Board approved Resolution No. 19-26, due to the continual adjustments of TOU (time-of-use) rate plans, increasing the cost per kilowatt-hour (kWh) which subsequently impacts the yearly cost of energy/power consumption at all sites. Thus, TUSD considered moving forward with solar project at the various sites, and while economic benefits were in place.

RATIONALE: TUSD-Facilities Department staff in conjunction with ForeFront Power surveyed and audited the total power usage (kWh/year) of the remaining TUSD school sites without solar. Finding had a significant and consolidated potential for increased savings by the implementation of solar arrays at site, via the Power Purchase Agreement (PPA).

FUNDING: No funding implications.

RECOMMENDATION: Authorize and Approve Resolution No. 21-07 Energy Services Contract with FFP BTM Solar, LLC.

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



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 21-07
AUTHORIZE AND APPROVE ENERGY SERVICES CONTRACT
WITH FFP BTM SOLAR, LLC

WHEREAS, Tracy Unified School District (District) desires to implement energy conservation measures by constructing a solar photovoltaic system and electric vehicle charging stations (Project) at the District's Clover Site, 51 E. Beverly Place, Tracy, CA (Premises);

WHEREAS, other California public agencies, such as school districts, community college districts, and county offices of education who have also considered these issues have determined that there is a need to form a coalition of public districts to be active in utility regulatory proceedings and to acquire utility supplies and services for use at their respective facilities, and have formed the School Project for Utility Rate Reduction joint powers authority (SPURR);

WHEREAS, SPURR has determined that there is a need for SPURR to assist members in procuring solar generation facilities and/or securing solar Power Purchase Agreements (PPA), on the best available terms, considering price as the most heavily weighted but not sole factor;

WHEREAS, SPURR's Renewable Energy Aggregated Procurement (REAP) Program is a cooperative solar procurement program designed to reduce solar project costs, streamline the solar competitive bidding process, and minimize strain associated with the procurement of solar and storage PPAs;

WHEREAS, Title 1, Division 7, Chapter 5, Article 1, (Section 6500 *et seq.*) of the Government Code authorizes joint exercise by two or more public agencies of any power common to them;

WHEREAS, California law enables school districts, county superintendent of schools, community college districts, and joint power agencies to be active in utility regulatory proceedings, to acquire utility supplies and services for use at their respective facilities, and to establish a coalition to accomplish those ends;

WHEREAS, the District is a member of SPURR and authorized to participate in the REAP Program;

WHEREAS, SPURR issued a Request for Proposals for the REAP Program (RFP), inviting qualified vendors to submit qualifications, pricing, terms, and designs for illustrative sample solar projects located across California;

WHEREAS, SPURR advertised the RFP by publication and by distributing the RFP to more than 30 prospective solar vendors and consultants;

WHEREAS, SPURR selected ForeFront Power (Provider) for an award under the RFP;

WHEREAS, REAP participants can adopt and implement the pricing and terms offered by

Provider to meet their individual needs;

WHEREAS, Provider has represented to the District that Provider has developed certain procedures for the design and provision of energy conservation facilities for the production of energy from alternate sources, namely solar energy, as defined in Government Code section 4217.11;

WHEREAS, Provider has represented to the District that it is willing to obtain and provide the financing for construction, operation and maintenance of the Energy Conservation Facilities through PPAs, also known as energy service contracts;

WHEREAS, District has previously contracted with Provider to design, construction and install solar and energy storage facilities at the following District sites:

- (1) Melville Jacobson Elementary School, 1750 W. Kavanagh Avenue, Tracy, CA
- (2) Wanda Hirsch Elementary School, 1280 Dove Drive, Tracy, CA
- (3) Art Freiler School, 2421 W. Lowell Avenue, Tracy, CA
- (4) McKinley Elementary School, 800 Carlton Way, Tracy, CA
- (5) Louis Bohn Elementary School, 350 E. Mt. Diablo Avenue, Tracy, CA
- (6) Louis Villalobos Elementary School, 1550 Cypress Drive, Tracy, CA
- (7) Tracy High School, 315 E 11th Street, Tracy, CA
- (8) George & Evelyn Stein Continuation School, 650 W 10th Street, Tracy, CA
- (9) South/West Park Elementary School, 501 Mt. Oso Avenue, Tracy, CA
- (10) Poet Christian Elementary School, 1701 S. Central Avenue, Tracy, CA
- (11) North Elementary School, 2875 Holly Drive, Tracy, CA
- (12) Monte Vista Middle School, 751 W Lowell Avenue, Tracy, CA
- (13) George Kelly Elementary School, 535 Mabel Josephine Drive, Tracy, CA
- (14) Central Elementary School, 200 W. Eaton Avenue, Tracy, CA;

WHEREAS, Government Code section 4217.12, authorizes a school district to enter into an energy service contract if its governing board determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that "the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases;"

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an energy conservation facility," an "energy conservation facility" includes "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, Provider has analyzed the energy needs for the Premises and has offered to enter into an energy service contract to implement the recommended Energy Conservation Facilities for the rates stated therein;

WHEREAS, at the October 26, 2021 Board meeting, Provider represented that Provider's provision of the Energy Conservation Facilities on the Premises will result in a reduction in consumption of or demand for nonrenewable energy that will result in net cost savings to the District attached as **Exhibit 1** and made part hereof by this reference ("Analysis");

WHEREAS, in accordance with Government Code section 4217.12, on November 30th, 2021, the District published the notice of a public hearing at which the Board of Education would consider this Resolution, and on December 14, 2021, has held the public hearing and provided an opportunity for public comment on the Project;

WHEREAS, based on the Analysis by Provider, the anticipated cost to the District for the energy or conservation services provided by the energy conservation Project under the Contract will be less than the anticipated marginal cost to the District of the electrical or other energy that would have been consumed by the District in the absence of the Project; and

WHEREAS the District desires to enter into the Contract with FFP BTM SOLAR, LLC (referred to herein as ForeFront Power or Provider), through which Provider would provide, design and install the Energy Conservation Facilities and Provider would operate, maintain, monitor and finance the Energy Conservation Facilities pursuant to the terms and conditions of the Contract, a copy of which is attached hereto as **Exhibit 2**.

NOW, THEREFORE, the District's Board of Education does hereby determine, resolve, and order as follows:

Section 1. That the recitals set forth above are true and correct.

Section 2. That this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board for which at least two weeks' public notice has been duly given.

Section 3. That pursuant to Government Code section 4217.12, and based on available information, including, but not limited to the data provided in the Analysis, the Board hereby determines that the anticipated cost to the District for the Energy Conservation Facilities will be less than the anticipated marginal cost to District of electrical or other energy that would have been consumed by District if such Project was not completed, and that it is in the best interests of the District to enter into the Contract with Provider.

Section 4. That the Contract with Provider, in substantially the form attached hereto as **Exhibit 2**, is hereby approved.

Section 5. That the Superintendent and designees are authorized pursuant to this Resolution to take any and all actions that are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution including, without limitation, finalizing and executing the Contract with Provider on behalf of the District.

BE IT FURTHER RESOLVED, that the Superintendent will provide copies of this resolution, along with appropriate attachments, to interested citizens of San Joaquin County.

PASSED AND ADOPTED, THIS 14TH DAY OF DECEMBER, 2021, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

Exhibit 1

.Analysis

Solar Pricing & Savings - PPA

Site	PPA Rate	PPA Escalator	System Size	Y1 Production (kWh)	% Energy Offset	Current Bill	Year 1 Savings	Year 1 Savings (%)	20 Year Savings	Blended Utility Rate (\$/kWh)
Bohn Elementary	\$0.2112	0%	111	178,801	86%	\$47,898	\$29,442	61%	\$639,390	\$0.2618
Central Elementary	\$0.3186	0%	127	261,360	73%	\$77,653	\$13,197	17%	\$842,324	\$0.2802
Freiler School	\$0.2204	0%	261	396,201	87%	\$112,499	\$11,438	10%	\$704,308	\$0.2457
Hirsch Elementary	\$0.2125	0%	143	217,234	81%	\$62,470	\$15,558	26%	\$520,973	\$0.2621
Jacobson Elementary	\$0.2124	0%	188	296,228	96%	\$81,217	\$14,741	18%	\$901,508	\$0.2592
Kelly Elementary	\$0.1880	0%	268	419,642	25%	\$126,001	\$21,638	17%	\$901,508	\$0.2592
McKinley Elementary	\$0.2599	0%	143	214,810	92%	\$62,359	\$6,115	10%	\$328,391	\$0.2681
Monte Vista Middle	\$0.1576	0%	272	443,184	90%	\$123,491	\$13,818	11%	\$707,491	\$0.2503
North Elementary	\$0.1745	0%	205	313,725	78%	\$106,751	\$20,204	20%	\$993,225	\$0.2517
Port-Christen Elementary	\$0.2168	0%	143	215,875	85%	\$78,051	\$29,123	37%	\$855,381	\$0.2387
South/West Park Elementary	\$0.1646	0%	261	414,754	91%	\$127,133	\$27,543	22%	\$1,021,740	\$0.2601
Stein Continuation	\$0.1576	0%	230	352,549	91%	\$83,361	\$15,801	18%	\$813,332	\$0.2315
Tracy High	\$0.1716	0%	499	784,393	79%	\$287,103	\$58,295	21%	\$2,652,095	\$0.2688
Willavot Elementary	\$0.2028	0%	143	230,353	79%	\$73,496	\$17,663	23%	\$588,084	\$0.2529
Clover Site	\$0.2250	0%	164	271,054	89%	\$79,080	\$16,321	21%	\$653,302	\$0.2609
Total	\$0.2042	0%	3,164	4,949,943	86%	\$1,510,568	\$305,439	20%	\$12,547,342	\$0.2760

Assumes 2.7% Annual Utility Energy Escalator, 5% Annual Demand Charge Escalator
 Assumes EVCS Revenue and LCFC Revenue
 Includes 20-Years of EVCS O&M

ENERGY SERVICES AGREEMENT – SOLAR

Clover Site

This Energy Services Agreement ("Agreement") is made and entered into as of this ____ day of November, 2021 (the "Effective Date"), between FFP BTM SOLAR, LLC, a Delaware limited liability company ("Provider"), and Tracy Unified School District, a public school district organized and existing under the laws of the state of California ("Purchaser"; and, together with Provider, each, a "Party" and together, the "Parties").

RECITALS

- A. WHEREAS, Purchaser desires that Provider install and operate a solar photovoltaic system at the Premises (as hereafter defined) for the purpose of providing Energy Services (as hereafter defined), and Provider is willing to have the Installation Work performed by using one or more qualified contractors holding the appropriate licenses required in the jurisdiction where the System will be installed;
- B. WHEREAS, Provider is in the business of designing, constructing, owning, financing, and operating solar photovoltaic systems for the purpose of selling power generated by the systems to its purchasers;
- C. WHEREAS, California Government Code sections 4217.10 et seq. authorizes a public entity to enter into energy service contracts, facility financing contracts, and related agreements to implement the State's conservation and alternative energy supply source policy;
- D. WHEREAS, Purchaser's governing body has made those findings required by Government Code section 4217.12 that the anticipated cost to the Purchaser for Energy Services provided by the System under this Agreement is expected to be less than the anticipated marginal cost to the Purchaser of electrical energy that would have been consumed by Purchaser in the absence of its purchase of the Energy Services;
- E. WHEREAS, Provider and Purchaser acknowledged those certain General Terms and Conditions of Energy Services Agreement between FFP BTM Solar, LLC and Purchaser dated as of June 1, 2020 ("General Terms and Conditions"), which are incorporated by reference as set forth herein; and
- F. WHEREAS, the terms and conditions of this Energy Services Agreement, excluding the General Terms and Conditions incorporated herein, constitute the "Special Conditions" referred to in the General Terms and Conditions.

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of General Terms and Conditions. The General Terms and Conditions are incorporated herein as if set forth in their entirety.
2. Initial Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for Twenty (20) years from the Commercial Operation Date (as defined in the General Terms and Conditions), unless and until extended or terminated earlier pursuant to the provisions of this Agreement (the "Initial Term"). After the Initial Term, this Agreement may be renewed for an additional five (5) year term (a "Renewal Term"). At least one hundred and eighty (180) days, but no more than three hundred and sixty-five (365) days, prior to the expiration of the Initial Term, Provider shall give written notice to Purchaser of the availability of the Renewal Term. Purchaser shall have sixty (60) days to agree to continuation of this Agreement for the Renewal Term. Absent agreement to the Renewal Term this Agreement shall expire on the Expiration Date. The Initial Term and the subsequent Renewal Term, if any, are referred to collectively as the "Term".
3. Schedules. The following Schedules hereto are hereby incorporated into this Agreement:

Schedule 1	Description of the Premises, System and Subsidy
Schedule 2	Energy Services Payment
Schedule 3	Early Termination Fee
Schedule 4	Estimated Annual Production
Schedule 5	Notice Information
Schedule 6	Reserved
Schedule 7	Specific Items for Scope of Work
Schedule 8	Electric Vehicle Charging Stations
Schedule 9	School Curriculum Component
Schedule 10	System Layout

4. Privacy. Purchaser acknowledges that the System may collect certain information about Purchaser's electricity usage and the System performance. Such information may be stored and processed in the United States or any other country in which Provider or its third-party service providers, or its or their respective affiliates, subsidiaries, or service providers, maintain facilities. Purchaser consents to any such transfer of information outside of Purchaser's country.

5. Milestone Dates.

5.1 The Guaranteed Construction Start Date is 365 days from Effective Date.

5.2 The Guaranteed Mechanical Completion Date is 180 days from Guaranteed Construction Start Date.

6. Purchase Requirement: Energy Services Payment. "Energy Services" means the supply of electrical energy output from the System and any associated reductions in Purchaser's peak demand from its Local Electric Utility. Purchaser agrees to purchase one hundred percent (100%) of the Energy Services generated by the System and made available by Provider to Purchaser during each relevant month of the Term, up to a maximum of one hundred and ten percent (110%) of Estimated Annual Production, as defined in Schedule 4. While the Energy Services are calculated and billed on a per kWh basis as set forth in Schedule 2 of these Special Conditions, they represent a package of services and benefits.

7. Estimated Annual Production. The annual estimate of electricity generated by the system for each year of the initial term is set as forth in Schedule 4 of the Special Conditions ("Estimated Annual Production"). Within sixty (60) days of each annual anniversary of the Commercial Operation Date, Provider will provide a statement to Purchaser that shows the actual annual kWh production from the System for the Term Year, the Estimated Annual Production, and the Minimum Guaranteed Output (defined below).

8. Minimum Guaranteed Output. If the System fails to generate at least ninety-five percent (95%) of the Estimated Annual Production for a full Term Year (such amount, the "Minimum Guaranteed Output"), other than as a result of the acts or omissions of Purchaser or the Local Electric Utility (including a Disruption Period), or an Event of Force Majeure, Provider shall credit Purchaser an amount equal to Purchaser's Lost Savings on the next invoice or invoices during the following Term Year. The formula for calculating Lost Savings for the applicable Term Year is as follows:

$$\text{Lost Savings} = (\text{MGO} * \text{WPR} - \text{AE}) * \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, for the System for the applicable Term Year.

WPR = Weather Performance Ratio, measured as the ratio of the actual insolation over typical (pro-forma) insolation. Such Weather Performance Ratio shall only apply if the ratio is less than 1.00.

AE = Actual Electricity, as measured in total kWh, delivered by the System for the Term Year plus the estimated lost energy production during a Disruption Period.

$$RV = (ATP - kWh \text{ Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the Term Year paid by Purchaser with respect to the Premises. This price is determined by dividing the total cost for delivered electricity, including all charges associated with such electricity howsoever named, including, without limitation, charges for distribution, transmission, demand, and systems benefits, paid to the Local Electric Utility during the applicable Term Year by the total amount of delivered electricity by the electric utility during such Term Year.

kWh Rate = the kWh Rate in effect for the applicable Term Year(s), measured in \$/kWh.

If the RV is zero or less, then no Lost Savings payment is due to Purchaser. Any Lost Savings payment shall occur no later than sixty (60) days after the end of the Term Year during which such Lost Savings occurred.

9. Allowed Disruption Time. Notwithstanding the provisions in Section 4.3 of the General Terms and Conditions to the contrary, during years 4 through 20 (but not years 1 through 3) of the Term, Purchaser shall be afforded a one-time allocation of fifteen (15) days which may be used consecutively or in separate periods of at least twenty-four (24) hours each ("Allowed Disruption Time") during which the System shall be rendered non-operational. Purchaser shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Purchaser be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes, and Provider shall be credited for the estimated lost production the System would have produced during such Allowed Disruption Time toward satisfaction of its Minimum Guaranteed Output, as set forth in Section 8 of the Special Conditions, such estimated lost production to be calculated in the same manner as set forth in Section 4.3 of the General Conditions.
10. Sunlight Access. Purchaser will take all reasonable actions as necessary to prevent other buildings, structures or flora on the Premises from overshadowing or otherwise blocking access of sunlight to the System. However, Purchaser shall not guarantee any level of sunlight access, nor shall Purchaser be responsible for any object, buildings, structures, or flora not on the Premises from overshadowing or otherwise blocking access of sunlight to the System.
11. Use of System. Purchaser will not use electrical energy generated by the System for the purposes of heating a swimming pool within the meaning of Section 48 of the Internal Revenue Code.

IN WITNESS WHEREOF and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Provider and Purchaser have executed this Agreement as of the Effective Date.

PROVIDER:
FFP BTM SOLAR, LLC

PURCHASER:
TRACY UNIFIED SCHOOL DISTRICT

By: _____
Name:
Title:

By: _____
Name:
Title:

SCHEDULES

I. Schedule 1 – Description of the Premises, System and Subsidy

<u>A. Premises</u>	Physical Address: Clover Site 51 E Beverly Place Tracy, CA 95376
Site diagram attached:	X Yes <input type="checkbox"/> No
<u>B. Description of Solar System</u>	Behind the Meter
Solar System Size:	164.43 kW (DC) (this is an estimate (and not a guarantee) of the System size; Provider may update the System Size prior to the Commercial Operation Date.)
<u>C. Anticipated Subsidy or Rebate</u>	\$0

II. Schedule 2 – Energy Services Payment

- A. kWh Rate. Purchaser shall pay to Provider a monthly payment (the “Energy Services Payment”) for the Energy Services provided by the System during each calendar month of the Term equal to the product of (x) Actual Monthly Production for the System for the relevant month multiplied by (y) the kWh Rate.

The “Actual Monthly Production” means the amount of energy recorded by Provider’s metering equipment during each calendar month of the Term.

The kWh Rate with respect to the System under this Agreement shall be in accordance with the following schedule:

kWh Rate Table

Term Year	kWh Rate (\$/kWh)	Term Year	\$/kWh Rate (\$/kWh)
1	0.2250	11	0.2250
2	0.2250	12	0.2250
3	0.2250	13	0.2250
4	0.2250	14	0.2250
5	0.2250	15	0.2250
6	0.2250	16	0.2250
7	0.2250	17	0.2250
8	0.2250	18	0.2250
9	0.2250	19	0.2250
10	0.2250	20	0.2250

- B. Changes to kWh Rate.

1. Distribution Upgrades. Within thirty (30) days of receipt of notice from the Local Electric Utility of distribution upgrade costs required by the Local Electric Utility, Purchaser will provide written notice (email is acceptable) to Provider of Purchaser's election of one of the following options:

- a. Purchaser will bear all the distribution upgrade costs, and the kWh Rates stated in the kWh Rate Table will remain unchanged. Purchaser shall make payments directly to the Local Electric Utility in accordance with the requirements of the Local Electric Utility.
- b. For every \$0.01 per watt DC of such distribution upgrade costs, the kWh rate in the kWh Rate Table will increase \$0.00075 per kWh, with a maximum kWh rate increase of \$0.02754 per kWh. Provider shall then be responsible for all associated costs and payments.
- c. If distribution upgrades are required and exceed the maximum kWh increase of \$0.02754 per kWh, then Provider has the option to terminate this Agreement.

2. IOR Fees and Scope Changes (ITC Eligible). Purchaser must approve in writing changes to project scope. If changes in project scope occur that are eligible for the Federal Investment Tax Credit (including but not limited to adverse geotechnical conditions or the inclusion of spare conduit) and the costs directly related such changes go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such costs to Purchaser. Further, Purchaser will provide Provider with documentation of the total IOR Fees. However, the Purchaser's provision of total IOR Fees shall not impact the timing of Forefront's reimbursement as set forth in General Conditions Exhibit C, Section B.10. Within thirty (30) days thereafter, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- a. Option 1
 1. Purchaser will bear all of the reasonably documented scope change costs, and the kWh Rate as stated in the kWh Rate Table will remain unchanged; and
 2. For every \$0.01 per watt DC of IOR Fees, the kWh Rate in the kWh Rate Table will increase \$0.00047 per kWh, with an additional maximum kWh Rate increase of \$0.02008 per kWh. Provider shall then be responsible for reimbursing Purchaser the IOR Fees, subject to the cap set forth in the General Conditions.
- b. Option 2: For every \$0.01 per watt DC of scope change costs and IOR Fees, the kWh Rate in the kWh Rate Table will increase \$0.00047 per kWh, with an additional maximum kWh rate increase of \$0.02008 per kWh in the aggregate. Provider shall then be responsible for all scope change costs and reimbursement of the IOR Fees, subject to the cap on IOR Fees set forth in the General Conditions.
- c. Option 3: For scope changes only (non IOR Fees): Decline to approve the scope change(s).

3. Third Party Review Costs and Scope Changes (Non-ITC Eligible). Purchaser must approve in writing changes to project scope. If changes in project scope occur that are not eligible for the Federal Investment Tax Credit (including but not limited to ADA compliance costs not related to System configuration or construction) and the costs directly related such changes go beyond those contemplated as part of the development and implementation of the System in this Agreement, Provider will provide reasonable documentation demonstrating the direct and actual time and materials costs relating to such costs to Purchaser. Further Purchaser will provide Provider with documentation of the total Third Party Review Costs. However, the Purchaser's provision of total Third Party Review Costs shall not impact the timing of Forefront's reimbursement as set forth in General Conditions Exhibit C, Section B.10. Within thirty (30) days thereafter, Purchaser will provide written notice to Provider of Purchaser's election of one of the following options:

- a. Option 1
 1. Purchaser will bear all of the reasonably documented scope change costs, and the kWh Rate as stated in the kWh Rate Table will remain unchanged; and
 2. For every \$0.01 per watt DC of Third Party Review Costs, the kWh Rate in the kWh Rate Table will increase \$0.00063 per kWh, with an additional maximum kWh Rate increase of \$0.01721 per kWh. Provider shall then be responsible for reimbursing Purchaser the Third Party Review Costs, subject to the cap set forth in the General Conditions.
- b. Option 2: For every \$0.01 per watt DC of scope change costs and Third Party Review Costs, the kWh Rate in the kWh Rate Table will increase \$0.00063 per kWh, with an additional maximum kWh Rate increase of

- \$0.01721 per kWh. Provider shall then be responsible for all scope change costs and reimbursement of the Third Party Review Costs, subject to the cap on Third Party Review Costs set forth in the General Conditions.
- c. Option 3: For scope changes only (non Third Party Review Fees): Decline to approve the scope change(s).

III. Schedule 3 – Early Termination Fee

The Early Termination Fee with respect to the System under this Agreement shall be calculated in accordance with the following:

Early Termination Occurs in Year:	Column 1 Early Termination Fee where Purchaser does <u>not</u> take Title to the System (\$/Wdc including costs of removal)	Purchase Date Occurs on the 91 st day following: (Each "Anniversary" below shall refer to the anniversary of the Commercial Operation Date)	Column 2 Early Termination Fee where Purchaser takes Title to the System (\$/Wdc, does <u>not</u> include costs of removal)
1*	\$6.28		
2	\$5.33		
3	\$5.07		
4	\$4.80		
5	\$4.54		
6	\$4.27		
7	\$4.22		
8	\$4.17		
9	\$4.11		
10	\$4.05		
11	\$3.99		
12	\$3.93		
13	\$3.86		
14	\$3.79		
15	\$3.72		
16	\$3.64		
17	\$3.56		
18	\$3.49		
19	\$3.41		
20	\$3.33		
		5 th Anniversary	\$3.77
		6 th Anniversary	\$3.72
		7 th Anniversary	\$3.67
		8 th Anniversary	\$3.61
		9 th Anniversary	\$3.55
		10 th Anniversary	\$3.49
		11 th Anniversary	\$3.43
		12 th Anniversary	\$3.36
		13 th Anniversary	\$3.29
		14 th Anniversary	\$3.22
		15 th Anniversary	\$3.14
		16 th Anniversary	\$3.06
		17 th Anniversary	\$2.99
		18 th Anniversary	\$2.91
		19 th Anniversary	\$2.83

At Expiration (the end of the Initial Term), the amount in Column 1 shall be deemed to be zero (0).
 *Includes Early Termination prior to the Commercial Operation Date.

IV. Schedule 4 – Estimated Annual Production

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under this Agreement shall be as follows:

Term Year	Estimated Production (kWh)	Term Year	Estimated Production (kWh)
1	258,813	11	246,159
2	257,519	12	244,929
3	256,231	13	243,704
4	254,950	14	242,486
5	253,675	15	241,273
6	252,407	16	240,067
7	251,145	17	238,866
8	249,889	18	237,672
9	248,640	19	236,484
10	247,396	20	235,301

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System assuming the System size indicated in Schedule 1 and based on initial System designs. Provider may deliver to Purchaser an updated table on or about the Commercial Operation Date based on the actual System size and design.

V. Schedule 5 – Notice Information

Purchaser:

Tracy Unified School District
1875 W Lowell Avenue
Tracy, CA 95376
Attn: Superintendent, Associate Superintendent
of Business Services, Director of Facilities and
Planning

With a copy to

Dannis Woliver Kelley
275 Battery Street, Suite 1150
San Francisco, California 94015
Attn: Deidree Sakai, Esq.
Email: dsakai@dwkesq.com

Provider:

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Director, Energy Services
100 Montgomery St., Suite 725
San Francisco, CA 94104

With a copy to

FFP BTM Solar, LLC
c/o Forefront Power, LLC
Attn: Legal Department
100 Montgomery St., Suite 725
San Francisco, CA 94104
Email: FPLegal@forefrontpower.com

Financing Party:

[To be provided by Provider when known]

VI. Schedule 6 – Reserved

VII. Schedule 7 – Specific Items for Scope of Work

1. Provider Responsibilities:

- 1.1. Provider is responsible for the design and installation of the System, however Purchaser shall review and provide feedback on Provider's proposed System design before the same is submitted to DSA for approval. Purchaser's Superintendent or designee must approve Provider's design prior to submission to DSA.
- 1.2. Provider is responsible for completing all subsurface investigation, including but not limited to geotechnical and soils investigation(s) and testing, for the design and installation of the System.
- 1.3. Provider shall require all of Provider's obligations regarding the Installation Work are assumed by (or "flow down") to subcontractors and subconsultants of every tier to bind not only themselves, but their lower-tier subcontractors and subconsultants.
- 1.4. Provider shall provide Purchaser with copies of redacted agreements with contractor(s), subcontractor(s), consultant(s), and subconsultant(s) performing any of the Installation Work within five (5) business days of Purchaser's request.

- 1.5. The completed System, inclusive of all component structures, shall not impact District operations and shall not reduce the total number of available parking spaces unless otherwise approved in writing by an authorized representative of the District.
- 1.6. All System structures shall be permitted through DSA as carports or shade structures, as applicable. Provider shall cause to DSA permits to be issued on behalf of the project(s) and is solely responsible for obtaining DSA approval.
- 1.7. Solar arrays will be canopy height of 11' minimum clearance.
- 1.8. Provider shall be responsible for all tree trimming and tree removal in order to facilitate the installation of the Systems. Purchaser shall acknowledge and approve removal of trees identified by Provider, in order to install the system and such approval shall not be unreasonably withheld. Irrigation re-routing shall not be the responsibility of the Provider.
- 1.9. Costs associated with required ADA upgrades, including all signage and striping and new path of travel as a result of the Systems being installed, shall be governed by the terms of Schedule 2 within these Special Conditions. In no event shall Purchaser be required to exceed the maximum increase identified therein.
- 1.10. Provider intends to interconnect the System to Purchaser-owned 480 V service conductors at a mutually agreeable location. Provider assumes that the existing conductors and service equipment are sufficiently capable of accepting the additional electrical load of the System. Provider shall not bear responsibility for any required upgrades to the pre-existing electrical system.
- 1.11. Provider shall be responsible for all fees associated with the interconnection application, except that Provider shall not be responsible for transmission and distribution upgrades determined necessary by the Local Electric Utility.
- 1.12. Provider assumes that soil conditions are class 3 soils, and not such soils that are rocky, sandy, contaminated, ground water, caving, or otherwise have problematic construction limitations. Purchaser does not warrant the soils conditions, and Provider's assumption does not alleviate Provider of its obligation to investigate the soils conditions. If soil conditions prove to be other than class 3 soils, any additional expenses as a result of additional subterranean geotechnical work including boring and trenching shall be governed by the terms of Schedule 2 within these Special Conditions. In no event shall Purchaser be required to exceed the maximum increase identified therein.
- 1.13. Provider agrees to construct the System in no more than 1 construction phase.
2. Purchaser Responsibilities:
 - 2.1. Purchaser shall enter into contract with a DSA Inspector and any and all Special Inspectors required in order to fully inspect the project. Purchaser shall coordinate with Provider in order to facilitate and deliver all DSA forms required in order to schedule and complete the DSA permit appointment.
 - 2.2. Purchaser shall provide information and assistance for the DSA Inspector to issue a DSA Form 6 upon completion of the System in a timely manner in order to allow Provider to facilitate interconnection and financing activities as required for the System.
 - 2.3. Purchaser shall, in the event that any pre-existing, open A-Numbers with DSA relating to the Premises need to be closed out in order to proceed with the installation of the Systems, be

responsible for engaging architect and engineering resources at its sole expense to close out open A-Numbers. Provider shall provide support for such actions as reasonably required.

- 2.4. Purchaser shall deliver to Provider all as-built drawings with DSA A-Numbers listed, in order to fully develop the solar plan sets and designs.
- 2.5. Any irrigation re-routing shall be the responsibility of the Purchaser.

VIII. Schedule 8 – Electric Vehicle Charging Stations

Provider shall install electric vehicle charging stations ("EVCS") in a manner mutually agreeable to both parties. Purchaser shall be responsible for all operation and maintenance thereof, including pursuing any claims against the warranty provided by the manufacturer(s). The cost for purchasing and installing the EVCSs is included in the kWh Rate, and therefore shall be at no additional cost to Purchaser.

The EVCSs are not part of the System. However, Sections 2.5 and 8.3 of the General Conditions shall be applicable to the Scope of Work set forth in Section 8.01 below.

8.01 Scope of Work

Design, procurement, installation and commissioning of EVCS to be installed on the Premises.

8.02 Specifications

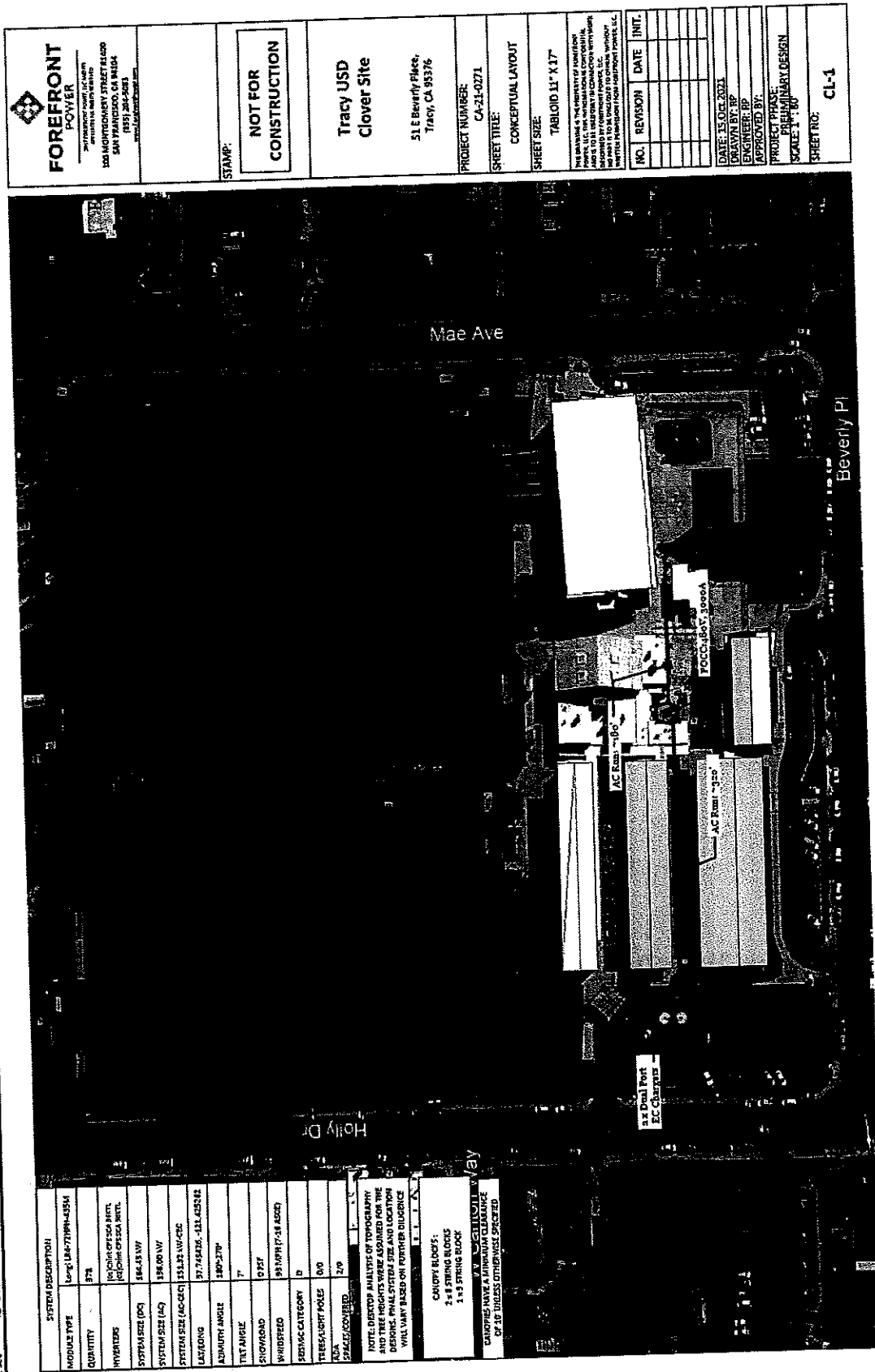
Charger Type:	ChargePoint CT4000 or similar
Quantity	2 Dual Ports (4 Heads)
Mounting Type:	Canopy Column Mounted
Access Control:	Optional
Revenue Collection Capability:	Included (Subscription costs not included)
Manufacturer's Warranty	36 Months

Equipment and specifications may vary depending on the final design of the System. Material changes to equipment or specifications must be approved by Purchaser in writing.

IX. Schedule 9 – School Curriculum Component

Provider shall provide a solar energy curriculum to Purchaser such as Strategic Energy Innovations or similar. Provider is only required to provide such a curriculum once, which shall be at the commencement of the Term. The cost for providing such curriculum is included in the kWh Rate, and therefore shall be at no additional cost to Purchaser.

X. Schedule 10 -System Layout



FOREFRONT POWER 100 MONTGOMERY STREET, SUITE 200 SAN FRANCISCO, CA 94104 TEL: 415.774.8800 WWW.FOREFRONTPOWER.COM			
STAMP:			
NOT FOR CONSTRUCTION			
Tracy USD Clover Site 51 E Beverly Place, Tracy, CA 95376			
PROJECT NUMBER:	CA-21-0271		
SHEET TITLE:	CONCEPTUAL LAYOUT		
SHEET SIZE:	TABLOID 11" X 17"		
THE DRAWING IS THE PROPERTY OF FOREFRONT POWER, LLC. THE USER OF THIS DRAWING IS TO BE LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF FOREFRONT POWER, LLC.			
NO.	REVISION	DATE	INIT.
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 9, 2021
SUBJECT: Acknowledge Revisions to Administrative Regulation 6174 Education for English Learners (First Reading)

BACKGROUND: Over the past couple of years there have been a number of changes in regulations related to the education of English learners including changes to Education Code 42238 related to the local control funding formula and Education Code 52060 related to the local control accountability plan, as well as changes at the federal level with the reauthorization of the elementary and secondary education act as the Every Student Succeeds Act (ESSA) replacing No Child Left Behind. The California School Boards Association has updated administrative regulation language that incorporates these regulatory changes. The changes to Tracy Unified School District (TUSD) Administrative Regulations 6174 are based on the CSBA recommended language.

RATIONALE: The Administrative Regulation 6174 for the Education of English Learners was last updated in 2017. As a result of the regulatory changes since that time, there is a need to update these Administrative Regulations. This Agenda item supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Acknowledge Revisions to Administrative Regulation 6174 Education for English Learners (First Reading).

Prepared by: Maria Salazar, District English Learner Program Coordinator.

EDUCATION FOR ENGLISH LEARNERS**Definitions**

English learner means a student who is age 3-21 years, who is enrolled or is preparing to enroll in an elementary or secondary school, and whose difficulties in speaking, reading, writing, or understanding the English language may be sufficient to deny the student the ability to meet state academic standards, the ability to successfully achieve in classrooms where the language of instruction is English, or the opportunity to participate fully in society. An English learner may include a student who was not born in the United States or whose native language is a language other than English; a student who is Native American or Alaska Native, or a native resident of the outlying areas, who comes from an environment where a language other than English has had a significant impact on the individual's level of English language proficiency; or a student who is migratory, whose native language is a language other than English, and who comes from an environment where a language other than English is dominant. (Education Code 306; 20 USC 7801)

Native speaker of English means a student who has learned and used English in his/her home from early childhood and English has been his/her primary means of concept formation and communication. (Education Code 306)

Identification and Assessment

Upon enrollment, each student's primary language shall be determined through use of a home language survey. (5 CCR 11307)

Any student who is identified as having a primary language other than English as determined by the home language survey, and who has not previously been identified as an English learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English proficiency using the state's designated English language proficiency test for initial identification. (Education Code 313, 52164.1; 5 CCR 11511)

Each year after a student is identified as an English learner and until he/she is redesignated as English proficient, the summative assessment of the state's designated English language proficiency test shall be administered to the student during a four-month period after January 1 as determined by the California Department of Education. (Education Code 313)

The state assessment shall be administered in accordance with test publisher instructions and 5 CCR 11511-11516.6. Variations and accommodations in test administration may be provided to English learners pursuant to 5 CCR 11516-11516.6.

Any student with a disability who is identified as an English learner shall be allowed to take the assessment with those accommodations for testing that the student has regularly used during instruction and classroom assessment as delineated in the student's individualized education program (IEP) or Section 504 plan (5 CCR 11516.5) If the student is unable to participate in the assessment or a portion of the assessment even with such accommodations, an alternate

Instruction**EDUCATION FOR ENGLISH LEARNERS**

assessment for English language proficiency shall be administered to the student as set forth in his/her IEP. (5 CCR 11516-11516.7; 20 USC 1412)

The Superintendent or designee shall notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days following receipt of the results from the test contractor. (5 CCR 11511.5)

The parent/guardian of a student participating in, or identified for participation in, a language instruction program supported by federal Title I or Title III funds shall receive notification of the assessment of his/her child's English proficiency. Such notice shall be provided no later than 30 calendar days after the beginning of the school year or, if the student is identified for program participation during the school year, within two weeks of the student's placement in the program. The notice shall include all of the following: (Education Code 440; 20 USC 6312)

1. The reason for the identification of the student as an English learner and the need for placement in a language acquisition program
2. The level of English proficiency, how the level was assessed, and the status of the student's academic achievement
3. A description of the language acquisition program in which the student is, or will be, participating, including a description of all of the following:
 - a. The methods of instruction used in the program and in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language in instruction
 - b. The manner in which the program will meet the educational strengths and needs of the student
 - c. The manner in which the program will help the student develop his/her English proficiency and meet age-appropriate academic standards for grade promotion and graduation
 - d. The specific exit requirements for the program, the expected rate of transition from the program into classrooms not tailored for English learner students, and the expected rate of graduation from secondary school if applicable.
 - e. Where the student has been identified for special education, the manner in which the program meets the requirements of the student's IEP
4. Information about the parent/guardian's right to have the student immediately removed from a program upon the parent/guardian's request
5. Information regarding a parent/guardian's option to decline to enroll the student in the

Instruction**EDUCATION FOR ENGLISH LEARNERS**

program or to choose another program or method of instruction, if available.

6. Information designed to assist a parent/guardian in selecting among available programs, if more than one program is offered

Reclassification/Redesignation

The district shall continue to provide additional and appropriate educational services to English learners for the purposes of overcoming language barriers until they have: (5 CCR 11302)

1. Demonstrated English language proficiency comparable to that of the district's average native English language speakers
2. Recouped any academic deficits which may have been incurred in other areas of the core curriculum as a result of language barriers

English language learners shall be reclassified as fluent English proficient when they are able to comprehend, speak, read and write English well enough to receive instruction in an English language mainstream classroom and make academic progress at a level substantially equivalent to that of students of the same age or grade whose primary language is English and who are in the regular course of study. (EC 52164.6)

The measures used to determine whether an English learner shall be reclassified as fluent English proficient shall include, but not be limited to: (5 CCR 11303)

1. Assessment of English language proficiency using an objective assessment instrument, including, but not limited to, the state's English language proficiency assessment
2. Participation of the student's classroom teacher and any other certificated staff with direct responsibility for teaching or placement decisions related to the student
3. Parent/guardian opinion and consultation
The Superintendent or designee shall provide the parent/guardian with notice and a description of the reclassification process and of his/her opportunity to participate in the process and shall encourage his/her involvement in the process.
4. Student performance on an objective assessment of basic skills in English that shows whether the student is performing at or near grade level

The Superintendent or designee shall monitor the progress of reclassified students to ensure their correct classification and placement. (5 CCR 11304)

The Superintendent or designee shall monitor students for at least ~~two~~ **four** years following their reclassification to determine whether the student needs any additional academic support to ensure his/her language and academic success.

Instruction**EDUCATION FOR ENGLISH LEARNERS****Advisory Committees**

A parent/guardian advisory committee shall be established at the district level when there are more than 50 English learners in the district and at the school level when there are more than 20 English learners at the school.

Parents/guardians of English learners shall constitute committee membership in at least the same percentage as English learners represent of the total number of students in the school. (Education Code 52176; 5 CCR 11308)

The district's English language advisory committee shall advise the Governing Board on at least the following tasks:

1. The development of a district master plan of education programs and services for English learners, taking into consideration the school site plans for English learners
2. The districtwide needs assessment on a school-by-school basis
3. Establishment of a district program, goals and objectives for programs and services for English learners
4. Development of a plan to ensure compliance with applicable teacher or aide requirements
5. ~~Administration of the annual language census~~
6. Review of and comment on the district's reclassification procedures
7. **Review and comment on the written notifications required to be sent to parent and guardians**

In order to assist advisory members in carrying out their responsibilities, the Superintendent or designee shall ensure that committee members receive appropriate training and materials. This training shall be planned in full consultation with the members. (5 CCR 11308)

When there are at least 15 percent English learners in the district, with at least 50 students who are English learners, a district-level English learner parent advisory committee shall be established to review and comment on the district's local control and accountability plan (LCAP) in accordance with BP 0460 - Local Control and Accountability Plan. The committee shall be composed of a majority of parents/guardians of English learners. (Education Code 52063; 5 CCR 15495)

The advisory committee established pursuant to 5 CCR 11308, as described in the section "Advisory Committee" above, could serve as the LCAP English learner advisory committee if its composition includes a majority of parents/guardians of English learners.

Instruction

EDUCATION FOR ENGLISH LEARNERS

Regulation Acknowledged 9/23/97; Revised 3/28/2008; Revised 2/14/2012; Revised August 2017; submitted for revision December 2021



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 24, 2021
SUBJECT: Adopt Resolution No. 21-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2022-2023 School Year and to Authorize Designated Personnel to Sign Contract Documents

BACKGROUND: Tracy Unified School District operates State Preschool Programs on the South West Park Elementary and North School campuses for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a renewal of the yearly contract by consent of the Continued Funding Application is required for receipt of the funds for the 2022-2023 school year. The California Department of Education has moved up their contract renewal process by replacing the requirement of Board Approved contracts at the end of each school year with approval of the Continued Funding Application. The authorized signatures are Dr. Rob Pecot, Associate Superintendent of Business Services and Tania Salinas, Director of Continuous Improvement.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$326,418 for the operation of this program. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 21-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2022-2023 School Year and to Authorize Designated Personnel to Sign Contract Documents.

Prepared by: Tania Salinas, Director of Continuous Improvement.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 21-06
APPROVING THE INTENT OF THE CONTINUED FUNDING APPLICATION
AUTHORIZING THE DISTRICT TO ENTER INTO A RENEWAL OF THE
YEARLY CONTRACT WITH THE STATE FOR A CHILD DEVELOPMENT
PROGRAM FOR 2022-2023, AND TO AUTHORIZE DESIGNATED
PERSONNEL TO SIGN CONTRACT DOCUMENTS.**

WHEREAS, the Tracy Unified School District operates State Preschool Programs on the South West Park Elementary and North School campuses for which the District receives State funding; and

WHEREAS, the California Department of Education requires Governing Board approval of the resolution authorizing the District to enter into a contract renewal to receive this State funding; and

WHEREAS, the authorized signatures for this contract are Dr. Rob Pecot, Associate Superintendent of Business Services and Tania Salinas, Director of Continuous Improvement, State & Federal Programs.

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve the application authorizing the District to enter into a yearly contract with the State for a Child Development Program for 2022-2023 and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 14th day of December 2021 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

President
Board of Trustees

Tracy Unified School District

Attested:

I certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School district, County of San Joaquin, on the date shown above.

Clerk

Board of Trustees

Tracy Unified School District

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2022-2023.

RESOLUTION 21-06

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

authorizes entering into local agreement number 21-06 and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Tania Salinas	Director, Continuous Improvement	
Dr. Rob Pecot	Assoc Supt of Business Services	

PASSED AND ADOPTED THIS 14th day of December 2021, by the
Governing Board of Tracy Joint Unified School District
of San Joaquin County, in the State of California.

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

(Clerk's signature)

(Date)

California State Preschool Program Continued Funding Application Fiscal Year 2022-23

California State Preschool Program (CSPP) contractors who wish to be considered for continued funding for fiscal year (FY) 2022-23 must read the accompanying instructions and fully and accurately complete this application for continued funding. Instructions may be accessed on the Continued Funding Application (CFA) web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Please note that CSPP contractors have no vested right to a subsequent contract. Completion of this CFA does not guarantee a renewal of funding. Upon completion of this CFA the California Department of Education (CDE) will review the application and may contact your agency seeking additional information. If the CDE determines your agency will not be renewed for a subsequent contract year, you will be notified in writing no later than April 7, 2022, pursuant to the *California Code of Regulations*, Title 5 (5 CCR). CSPP contractors who apply for and are approved for continued funding do not need to sign a contract with the CDE to provide CSPP services for FY 2022-23, as contracts will be automatically renewed in accordance with all applicable federal and state laws as well as all CSPP Funding Terms and Conditions and Program Requirements that will be incorporated into the 2022-23 CSPP contract. By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the CSPP contract for FY 2022-23 and is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022-23 CSPP contract by providing the CDE with a written notice no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022-23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

Failure to submit the CFA in a timely manner shall constitute as a notice to the CDE of the intent to discontinue services at the end of the current contract year, unless the CSPP contractor has received a written notice of extension of time from the CDE. If the CFA is returned to the CDE in a timely manner but is not fully and accurately completed, funding for FY 2022-23, if approved, may be delayed.

If you have any questions regarding the CFA, please contact CFA@cde.ca.gov.

Section I – CSPP Contractor Information

Legal Name of CSPP Contractor: Tracy Joint Unified School District

CSPP Contractor *Doing Business As* (DBA): Tracy Joint Unified School District

Headquartered County: 39 San Joaquin

Vendor Number: 7549

Executive Director Name: Brian R. Stephens

Executive Director Telephone Number: 209-830-3201

Executive Director Fax Number: 209-830-3204

Executive Director Email Address: bstephens@tusd.net

Legal Business Address: 1875 W. Lowell Ave

City: Tracy

Zip Code: 95376

Mailing Address (if different from above):

City:

Zip Code:

Name of Person Completing the CFA: Rocio Garcia

Title of Contact Person Completing the CFA: School Readiness Preschool Program Spe

Contact Person Telephone Number: 209-830-3200

Contact Person Email Address: rgarcia@tusd.net

Contractor Name:

Tracy Joint Unified School District

Vendor #: County:

7549 39 San Joaquin

Section II – CSPP Contract Type

Check all applicable boxes indicating the programs the CSPP contractor intends to continue to administer for the Fiscal Year 2022-23. The CSPP contractor agrees to continue implementation of these programs with funds provided by the CDE.

CSPP Type

- ☐ Full-Day/Full-Year
- ☒ Part-Day/Part-Year
- ☐ Family Childcare Home Education Network

Contractor Name:

Vendor #: County:

Tracy Joint Unified School District

7549 39 San Joaquin

Section III – CSPP Contractor's Officers and Board of Directors Information

Does the CSPP contractor have a board of directors? ☒ Yes ☐ No

If no, please explain the entity type and the governance structure (i.e., number of owners and partnership).

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

☐ Yes ☒ No

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

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

Officer, Board Member, Owner or Governing Individual Name	Title	Telephone Number	Mailing Address	Email Address
1. Simran Kaur	Board President	209-730-3330	641 Tulare Ct Tracy, CA 95304	skaur@tUSD.net
2. Steve Abercrombie	Board Vice President	209-470-2892	1220 Cherry Blossom Ln Tracy, CA 95377	sabercrombie@tUSD.net
3. Ana Blanco	Board Clerk	209-830-3201	1875 W Lowell Ave Tracy, CA 95376	ablanco@tUSD.net

Contractor Name:

Vendor #: County:

Tracy Joint Unified School District

7549 39 San Joaquin

Section IV – Program Narrative

- A. Please select the box below if the CSPP contractor **does not** have programmatic or calendar changes to their CSPP.

☒

No changes

- B. Please select all applicable fields below if the CSPP contractor **does** have programmatic or calendar changes to their CSPP. Programmatic or calendar changes require completion of a form ELCD 3704A. This form is available on the CFA web page at: <https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

Note: Program calendars must be submitted for both the part-day/part-year CSPP and the full-day/full-year CSPP, as applicable. Making changes to the Minimum Days of Operation (MDO) does not change the contract Maximum Reimbursable Amount (MRA).

☐

Programmatic change

☐

Calendar change

Contractor Name:

Vendor #: County:

Tracy Joint Unified School District

7549 39 San Joaquin

Section V – CSPP Personnel Certification

The State of California requires any CSPP contractor receiving child care and development funds, disbursed by the CDE, to employ fully qualified personnel as stipulated in the *California Education Code (EC)*; and the *California Code of Regulations, Title 5 (5 CCR)*; and the Funding Terms and Conditions of the CSPP contract.

I certify, as the authorized agent representing this CSPP contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All staff employed in CDE funded CSPP are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the Early Education Division (ELCD).

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the CSPP
Contractor's Authorized
Representative:**

Tania Salinas, Director Continuous Improvement,

Date of Signature:

**Authorized Representative's
Telephone Number:**

209-830-3210

**Authorized Representative's
Email Address:**

tsalinas@tusd.net

Contractor Name:

Vendor #: County:

Tracy Joint Unified School District

7549 39 San Joaquin

Section VI – Subcontract Certification

A. Please select the box below if the CSPP contractor **does not** have subcontractors, and move to section VII:

☒ No subcontractors

B. Please select the box below if the CSPP contractor **does** have subcontractors, and complete the information and sign in the section below. CSPP Contractors who subcontract CSPP services will need to complete and submit the form ELCD 3704B. The form is available on the CFA web page at:
<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

☐ Subcontractors

I certify that the contractual arrangement(s) listed above are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions of the CSPP contract.

I understand that signing this certificate does not lessen the legal responsibility for the CSPP contract requirements. As the CSPP contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

**Signature of the CSPP Contractor's
Authorized Representative:**

[Redacted Signature]

**Printed Name and Title of the CSPP
Contractor's Authorized Representative:**

Tania Salinas, Director Continuous Improvement

Date of Signature:

[Redacted Date]

Authorized Representative's Telephone Number:

209-830-3210

Authorized Representative's Email Address:

tsalinas@tusd.net

Contractor Name:

Vendor #: County:

Tracy Joint Unified School District

7549 39 San Joaquin

Section VII – CSPP Contractor Certification

- Under penalty of perjury, I certify the following:
- I am authorized by the CSPP contractor's Board of Directors or other governing authority to execute this CFA, signifying their intent to automatically renew the current contract for FY 2022-23, under new terms and conditions to be established by the CDE, unless rejected in writing prior to the effective date of the new CSPP contract on July 1, 2022.
- On behalf of the CSPP contractor and its governing authority, we understand some information requested in this CFA is intended for use by CDE auditors in connection with future audit work and performance reviews and may not be used, or even reviewed or considered by the CDE until well after the CSPP contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this CFA shall not be considered properly noticed to the CDE, nor approved, accepted or authorized by the CDE, even if our request for continued funding by the CDE is subsequently approved.
- The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.
- I have supervisory authority over the CSPP, have actual, personal knowledge of the information provided in this CFA and certify that it is true and correct in all material respects.
- I am familiar with and will ensure that the CSPP contractor complies with all applicable program statutes and regulations, including:
 - Subcontracting requirements, including competitive bidding, CDE approval, and audit requirements in 5 CCR.
 - Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in *Education Code*.
 - Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR, Accounting and reporting requirements in 5 CCR.
 - Operational and programmatic requirements.

California Department of Education
Early Education Division

EED-3704
CFA FY 2022-23

Contractor Name:

Tracy Joint Unified School District

Vendor #: County:

7549 39 San Joaquin

By signing this CFA, the CSPP contractor is indicating that it wishes to automatically renew the current CSPP contract for FY 2022-23 and, if approved, is willing to, and does accept, all of the terms and conditions of the CSPP contract, which will be provided to the CSPP contractor no later than June 1, 2022. The CSPP contractor may reject the FY 2022-23 CSPP contract by providing the CDE with a written notice of rejection no later than July 1, 2022. Instructions on how to provide written notice of rejection of the terms of the new FY 2022-23 contract will be provided in forthcoming communication, on or before June 1, 2022, to CSPP contractors.

**Signature of the CSPP Contractor's
Authorized Representative:**

**Printed Name and Title of the
CSPP Contractor's
Authorized Representative:**

Date of Signature:

**Authorized Representative's
Telephone Number:**

**Authorized Representative's Email
Address:**

Tania Salinas, Director Continuous Improvement

209-830-3210

tsalinas@tusd.net

Contractor Name: Tracy Joint Unified School District **Vendor #:** 7549 **County:** 39 San Joaquin

**Section VIII – Certification of CSPP Contractor Information in the
Child Development Management Information System**

CSPP contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated or incorrect information. To review the information and submit changes, log on to the CDMIS at <https://www4.cde.ca.gov/cdmis/default.aspx>.

As the authorized representative of the CSPP contractor listed below, I certify, under penalty of perjury, that I have reviewed all of the information for

Tracy Joint Unified School District

and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

- Executive Director/Superintendent information
- Program Director information
- Sites and Licenses and/or Office information
- CSPP Family Child Care Home Education Network (FCCHEN) provider summary information

To the best of my knowledge, the information on the CDMIS website reflects accurate information for the

Tracy Joint Unified School District

as of the date this certification is signed.

Program Director/Authorized Representative Signature:

Date Signed:

Printed Name of Program Director/Authorized Representative:

Tania Salinas

Contractor Name:	Vendor #:	County:
Tracy Joint Unified School District	7549	39 San Joaquin

Section IX – Required Attachments

All attachments and/or documentation below must be completed and included when submitting the CFA. Attachments A-J are located on the CFA web page at:
<https://www.cde.ca.gov/sp/cd/ci/cfaforms2223.asp>.

- A. Fiscal Year 2022-23 Program Calendar (ELCD-9730)
- B. Payee Data Record (STD. 204) (Non-public agencies only)
- C. Payee Data Record Supplement (STD. 205) (Non-public agencies only, as applicable)
- D. Secretary of State (Non-public agencies only)
- E. Verification of School District Name and Address (Public agencies only)
- F. Program Narrative Change (ELCD 3704A) (As applicable)
- G. Subcontractor Certification (ELCD 3704B) (As applicable)
- H. California Civil Rights Laws Certification (CO-005)
- I. Contractor Certification Clauses (CCC 04/2017)
- J. Federal Certification (CO.8)
- K. For Public Agencies only, include a copy of the agency's board resolution and/or minutes authorizing signature on this document, and a delegation of authority, if applicable

Contractor Name:

Vendor #: County:

Tracy Joint Unified School District

7549 39 San Joaquin

Section X – CFA Checklist

Section	Section Description	Page	Check
Section I	CSPP Contractor Information	2	<input checked="" type="checkbox"/>
Section II	CSPP Contract Type	3	<input checked="" type="checkbox"/>
Section III	CSPP Contractor's Officers and Board of Directors Information	4	<input checked="" type="checkbox"/>
Section IV	Program Narrative	5	<input checked="" type="checkbox"/>
Section V*	CSPP Personnel Certification	6	<input checked="" type="checkbox"/>
Section VI*	Subcontractor Certification	7	<input checked="" type="checkbox"/>
Section VII*	CSPP Contractor Certification	8	<input checked="" type="checkbox"/>
Section VIII*	Certification of CSPP Contractor Information in the CDMIS Database	10	<input checked="" type="checkbox"/>
Section IX A.	CSPP Program Calendar(s) (ELCD-9730)	11	<input checked="" type="checkbox"/>
Section IX B.*	State of California, Payee Data Record (STD. 204) (non-public agencies only)	11	<input type="checkbox"/>
Section IX C.*	Payee Data Record Supplement (STD. 205) (Non-public agencies only)	11	<input type="checkbox"/>
Section IX D.	Secretary of State search results (non-public agencies only)	11	<input type="checkbox"/>
Section IX E.	Verification of School District Name and Address search, as applicable	11	<input checked="" type="checkbox"/>
Section IX F.	Program Narrative Change (ELCD 3704A)	Insert after page 5	<input type="checkbox"/>

California Department of Education
Early Education Division

EED-3704
CFA FY 2022-23

Contractor Name:

Vendor #: County:

Tracy Joint Unified School District

7549 39 San Joaquin

Section Number	Section Description	Page Number	Check Box
Section IX G.	Subcontractor Certification (ELCD 3704B)	Insert after page 7	<input type="checkbox"/>
Section IX H.*	California Civil Rights Laws Certification (CO-005)	11	<input checked="" type="checkbox"/>
Section IX I.*	Contractor Certification Clauses (CCC 04/2017)	11	<input checked="" type="checkbox"/>
Section IX J.*	Federal Certification (CO.8)	11	<input checked="" type="checkbox"/>
Section IX K.*	For Public Agencies, include a copy of the agency's board resolution or minutes authorizing signature on this document, and a delegation of authority, if applicable	11	<input checked="" type="checkbox"/>

All Sections must be included in the CFA package, as applicable
*Bolded sections require a signature

California Department of Education
Early Education Division

Fiscal Year 2022-23 Program Calendar

Name of CSPP Contractor	Vendor Number	County	Contract Type
Tracy Continuned School District	7549	38 - San Joaquin	CSPP Part-Day/Part Year

Instructions: Enter an UPPERCASE X on each day your program will operate. Your days of operation will auto-calculate in the boxes below each month, and in the Total Days of Operation box at the bottom of the form. The asterisks (*) in the month tables refer to days which fall in either the preceding or the following month. Do not enter any values in boxes with an asterisk.

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	*	*	*	*
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31	*	*	*	*	*	*

July Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	1	2	3	4	5	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	X	X	X	*	*	*

August Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	*	*	*	*
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	19	X	X	X	X	24
25	X	X	X	X	X	*

September Days of Operation

First Quarter Subtotal

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	*	*	*	*
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	24	X	X	X	X	29
30	X	*	*	*	*	*

October Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	X	X	X	X	5
6	X	X	X	X	X	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	X	X	X	*	*	*

November Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	*	X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

December Days of Operation

Second Quarter Subtotal

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	X	X	X	X	7
8	X	X	X	X	X	14
15	16	X	X	X	X	21
22	23	X	X	X	X	28
29	X	X	*	*	*	*

January Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	X	X	X	4
5	X	X	X	X	X	11
12	13	X	X	X	X	18
19	20	X	X	X	X	25
26	X	X	*	*	*	*

February Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	X	X	3	4
5	X	X	X	X	X	11
12	13	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	X	*

March Days of Operation

Third Quarter Subtotal

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	*	*	*	*
2	X	X	X	X	7	8
9	10	11	12	13	14	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	*	*	*	*	*	*

April Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	X	X	X	X	X	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	29	30	31	*	*	*

May Days of Operation

SUN	MON	TUE	WED	THU	FRI	SAT
*	*	*	*	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	*

June Days of Operation

Fourth Quarter Subtotal
Total Days of Operation

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):

Tracy Joint Unified School District

2. Federal ID Number:

951-05-5500

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Tania Salinas, Director Continuous Improvement, State & Federal Programs

5. Date Executed:

6. Executed in the County and State of:

San Joaquin County, California

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Tracy Joint Unified School District	951-05-5500
By (Authorized Signature)	

Printed Name and Title of Person Signing

Tania Salinas, Director Continuous Improvement, State & Federal Programs

Date Executed	Executed in the County of
	San Joaquin

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's compensation with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

Certifications regarding lobbying, debarment, suspension and other responsibility matters; and drug-free workplace requirements

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82 "New restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The Certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a.) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- (b.) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;
- (c.) The undersigned shall require the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 34 CFR Part 85, for prospective participants in primary or substantive control over a covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110-

A. The applicant certifies that it and its principals:

- (a.) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b.) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c.) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1998, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a.) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- (b.) Establishing an on-going drug-free awareness program to inform employees about-

- (1.)The danger of drug abuse in the workplace;
 - (2.)The grantee's policy of maintaining a drug-free workplace;
 - (3.)Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4.)The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c.)Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);
- (d.)Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-
- (1.)Abide by the terms of the statement; and
 - (2.)Notify the employer in writing of his or her conviction for a violation;
- (e.)Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants, and Contracts Service, U.S. Department of Education 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3), Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant;
- (f.) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
- (1.)Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2.)Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g.)Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Address: 1875 W. Lowell Avenue

City: Tracy

State: CA

Zip Code: 95376

☐ Check if there are workplaces on file that are not identified here.

4. DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610

(a.) As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

(b.) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No.3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT:

Tracy Joint Unified School District

CONTRACT #:

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE:

Tania Salinas

SIGNATURE:

DATE:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 2, 2021
SUBJECT: **Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years for Tracy Independent Study Charter School**

BACKGROUND: The Educator Effectiveness Funds (EEF) Block Grant has been established to provide funds to county offices of education, school districts, and charter schools for professional learning opportunities intended to assist in promoting educator equity, quality and effectiveness. The Grant requires these entities to develop and adopt a plan detailing how the Educator Effectiveness Funds will be spent, including the professional development of teachers, administrators, paraprofessionals, and classified staff. Use of these Funds also requires detailed reporting on the use of these Funds on an annual basis. The LEA Plan for the Educator Effectiveness Funds must be presented to the local Governing Board before its adoption at a subsequent meeting. This Plan was presented to the TUSD Board of Trustees at the November 9th, 2021 Board Meeting for informational purposes. This Board Agenda now requests approval of this Plan in order to meet the requirements of the EEF Grant. Approval of the Plan must take place before December 30, 2021. The Plan is included here for approval.

RATIONALE: Edgenuity is the primary platform through which teachers and students at Tracy Charter School engage in the learning process. New and existing staff will be able to receive training on the Edgenuity system with these grant dollars. Participation in the Educator Effectiveness Funds will meet District Strategic Goals: # 1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; # 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 # 3 - apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District for participation in this Grant. These one-time funds projected to be received by Tracy Charter School will be approximately \$4,832, and are to be expended over the fiscal years 2021-2022 through 2025-2026.

RECOMMENDATION: Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years for Tracy Independent Study Charter School.

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Tracy Independent Study Charter School (TISCS)	Zachary Boswell Principal	zboswell@tusd.net 209-830-3200

Total amount of funds received by the LEA	Date of Public Meeting prior to adoption	Date of adoption at public meeting
4832	November 9, 2021	December 14, 2021

IC 41480

a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021-22 fiscal year to the 2025-26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114-95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

- (1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

- (2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Edgenuity (independent study platform) Training for Teaching Staff	1208	1208	1208	1208		4,832.00
Subtotal	1,208.00	1,208.00	1,208.00	1,208.00	0.00	4,832.00

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

- (7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

- (8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

- (9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

- (10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (2)	1,208.00	1,208.00	1,208.00	1,208.00	0.00	4,832.00
Subtotal Section (3)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (4)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (10)	0.00	0.00	0.00	0.00	0.00	0.00
Totals by year	1,208.00	1,208.00	1,208.00	1,208.00	0.00	4,832.00

Total planned expenditures by the LEA

4,832.00

Note:

Per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
 - o Teachers;
 - o Administrators;
 - o Paraprofessional educators;
 - o Classified staff.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 2, 2021
SUBJECT: Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years

BACKGROUND: The Educator Effectiveness Funds (EEF) Block Grant has been established to provide funds to county offices of education, school districts, and charter schools for professional learning opportunities intended to assist in promoting educator equity, quality and effectiveness. The Grant requires these entities to develop and adopt a plan detailing how the Educator Effectiveness Funds will be spent, including the professional development of teachers, administrators, paraprofessionals, and classified staff. Use of these Funds also requires detailed reporting on the use of these Funds on an annual basis. The LEA Plan for the Educator Effectiveness Funds must be presented to the local Governing Board before its adoption at a subsequent meeting. This Plan was presented to the TUSD Board of Trustees at the November 9th, 2021 Board Meeting for informational purposes. This Board Agenda now requests approval of this Plan in order to meet the requirements of the EEF Grant. Approval of the Plan must take place before December 30, 2021. The Plan is included here for approval.

RATIONALE: Use of these funds will allow all TUSD staff - administrators, teachers and classified personnel - to participate in a multitude of trainings that will assist in combatting the extensive learning loss and associated social-emotional issues that are the result of the COVID-19 Pandemic, as well as assist in promoting equity and inclusiveness across the District. Allowable uses of these Funds to support professional learning for certificated teachers, administrators, paraprofessional educators, and certificated staff, may be all of the following: Coaching and mentoring of staff; programs that lead to effective, standards-aligned instruction to help improve instruction in literacy; practices and strategies that re-engage pupils and lead to accelerated learning; strategies to implement social-emotional learning; practices to create a positive school climate; strategies to improve inclusive practices such as universal design for learning, best practices for early identification, development of individualized education programs for students with exceptional needs; support for implementing effective language acquisition programs; establishment of new professional learning networks for educators; instruction, education and strategies to incorporate ethnic studies curricula; and instruction, education and strategies for certificated and classified staff in early childhood education. Participation in the Educator Effectiveness Funds will meet District Strategic Goals: # 1 - Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; # 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 # 3 - apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District for participation in this Grant. These one-time funds projected to be received by Tracy Unified will be approximately \$3,034,294, and are to be expended over the fiscal years 2021-2022 through 2025-2026.

RECOMMENDATION: Approve the Educator Effectiveness Funds Block Grant for the 2021-2022 through 2025-2026 Fiscal Years.

Prepared by: Ms. Tania Salinas, Director of Continuous Improvement, State and Federal Programs

Educator Effectiveness Block Grant 2021

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Tracy Joint USD	Tania Salinas Director of Continuous Improvement, State and Federal Programs	tsalinas@tjUSD.net 209 830-3200
Total amount of funds received by the LEA:	Date of Public Meeting prior to adoption:	Date of adoption at public meeting:
\$3,034,294	November 9, 2021	December 14, 2021

EC 41480

(a)(2) A school district, county office of education, charter school, or state special school may expend the funds received pursuant to this subdivision from the 2021-22 fiscal year to the 2025-26 fiscal year, inclusive. School districts, county offices of education, charter schools, and state special schools shall coordinate the use of any federal funds received under Title II of the federal Every Student Succeeds Act of 2015 (Public Law 114-95) to support teachers and administrators with the expenditure of funds received pursuant to this subdivision.

(b) A school district, county office of education, charter school, or state special school shall expend funds apportioned pursuant to this section to provide professional learning for teachers, administrators, paraprofessionals who work with pupils, and classified staff that interact with pupils, with a focus on any of the following areas:

- (1) Coaching and mentoring of staff serving in an instructional setting and beginning teacher or administrator induction, including, but not limited to, coaching and mentoring solutions that address a local need for teachers that can serve all pupil populations with a focus on retaining teachers, and offering structured feedback and coaching systems organized around social-emotional learning, including, but not limited to, promoting teacher self-awareness, self-management, social awareness, relationships, and responsible decision-making skills, improving teacher attitudes and beliefs about one's self and others, and supporting learning communities for educators to engage in a meaningful classroom teaching experience.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Provide Tracy Teacher Induction Program (CTC approved) within the District for all preliminary credential holders to clear their teaching credentials.	0	170,000.00	170,000.00	170,000.00	170,000.00	680,000.00
Provide Tracy Teacher Induction Program (TTIP) for all newly hired teachers in TUSD.	0	130,000.00	130,000.00	130,000.00	130,000.00	520,000.00

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	300,000.00	300,000.00	300,000.00	300,000.00	1,200,000.00

(2) Programs that lead to effective, standards-aligned instruction and improve instruction in literacy across all subject areas, including English language arts, history-social science, science, technology, engineering, mathematics, and computer science.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Continue to work with the International Center for Leadership in Education (ICLE) to provide leadership development, Rigor, Relevance and Engagement instructional strategy training and on site coaching and lesson study opportunities.		458,573.00	458,573.00	458,573.00	458,575.00	1,834,294.00
Subtotal	0.00	458,573.00	458,573.00	458,573.00	458,575.00	1,834,294.00

(3) Practices and strategies that reengage pupils and lead to accelerated learning.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(4) Strategies to implement social-emotional learning, trauma-informed practices, suicide prevention, access to mental health services, and other approaches that improve pupil well-being.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(5) Practices to create a positive school climate, including, but not limited to, restorative justice, training around implicit bias, providing positive behavioral supports, multitiered systems of support, transforming a schoolsite's culture to one that values

diverse cultural and ethnic backgrounds, and preventing discrimination, harassment, bullying, and intimidation based on actual or perceived characteristics, including disability, gender, gender identity, gender expression, language, nationality, race or ethnicity, religion, or sexual orientation.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(6) Strategies to improve inclusive practices, including, but not limited to, universal design for learning, best practices for early identification, and development of individualized education programs for individuals with exceptional needs.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(7) Instruction and education to support implementing effective language acquisition programs for English learners, which may include integrated language development within and across content areas, and building and strengthening capacity to increase bilingual and biliterate proficiency.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(8) New professional learning networks for educators not already engaged in an education-related professional learning network to support the requirements of subdivision (c).

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(9) Instruction, education, and strategies to incorporate ethnic studies curricula adopted pursuant to Section 51226.7 into pupil instruction for grades 7 to 12, inclusive.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

(10) Instruction, education, and strategies for certificated and classified educators in early childhood education, or childhood development.

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal	0.00	0.00	0.00	0.00	0.00	0.00

Summary of Expenditures

Planned Activity	Budgeted 2021-22	Budgeted 2022-23	Budgeted 2023-24	Budgeted 2024-25	Budgeted 2025-26	Total Budgeted per Activity
Subtotal Section (1)	0.00	300,000.00	300,000.00	300,000.00	300,000.00	1,200,000.00
Subtotal Section (2)	0.00	458,573.00	458,573.00	458,573.00	458,575.00	1,834,294.00
Subtotal Section (3)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (4)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (5)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (6)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (7)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (8)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (9)	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Section (10)	0.00	0.00	0.00	0.00	0.00	0.00
Totals by year	0.00	758,573.00	758,573.00	758,573.00	758,575.00	3,034,294.00

Total planned expenditures by the LEA:

3,034,294.00

Note: per EC 41480 (d)(2): On or before September 30, 2026, the LEA must report detailed expenditure information to the California Department of Education, including, but not limited to:

- specific purchases made;
- the number of the following educators who received professional development:
 - o Teachers;
 - o Administrators;
 - o Paraprofessional educators;
 - o Classified staff.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Supt. of Educational Services
DATE: December 3, 2021
SUBJECT: Approve Latino Literacy Project for K-5 and K-8 TUSD Schools

BACKGROUND: On May 5, 2021, the Tracy Unified School Board approved the Expanded Learning Opportunity Grant (ELOG) plan with the Latino Literacy Project reflected in the ELOG plan. These funds must be spent by August 31st, 2022.

The Latino Family Literacy Project™ provides proven, cost-effective parent involvement programs and training to provide meaningful programs for parents of English Learners. Our award-winning program currently has trained providers in more than 30 states throughout the United States. The program training introduces trainers to a language acquisition method and a step-by-step reading and literacy instruction process. It involves family reading for parent involvement, reading comprehension, vocabulary development, and English language development for parents and their children. The programs support the skills of both parents and students and offers fully bilingual materials.

Each of the age specific programs engages the parents in reading with their children, reflects the experiences of Latino families, and is centered around universal themes.

Each program has a built-in evaluation process to measure the success of what the parents learned in class and includes at home skill-based activities for parents and children that support the state standards for each specific age group.

In the analysis of the evaluations for the Latino Literacy Family Stories Program, respondents said that due to this program, the parents in the program accomplished the following:

- 99% Read more often and established a reading routine with their children
- 96% Enhanced their own literacy and English-language vocabulary skills
- 96% Observed their children's reading skills and development.

RATIONALE: The approved Expanded Learning and Opportunities Grant describes the purpose of the grant and allowable expenditures. On May 5, 2021, the plan was approved and reflected the Latino Literacy Project to engage parents in early literacy workshops to address

student learning loss, as a result of Covid-19 impacts. Approval of this expenditure will allow for school sites to implement a Parent and Family Engagement Program, providing parents early literacy workshops and materials to develop literacy in partnership with school communities.

Latino Literacy Program Description:

The preschool program (*I am READY / ¡LISTO!*) uses age-appropriate books for preschool age kids. Parents learn to read with their children, pose questions and teach school readiness skills to their children. Together parents and kids learn English and Spanish vocabulary. We've developed parent handouts based on Preschool Standards to make reading and vocabulary fun for both parent and preschooler.

The Elementary school program is our family reading program (*Family Stories / Cuentos Familiares*) and can be used to read with the entire family. It uses books that are appropriate for reading levels grades 1-4 – depending on the literacy levels of the student. It teaches parents the importance of establishing a family reading routine with their children, how to share the book and it helps both parents and school age children learn English vocabulary, together as a family.

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

FUNDING: Expanded Learning and Opportunities Grant Funds not to exceed \$25,601.13.

RECOMMENDATION: Approve Latino Literacy Project for K-5 and K-8 TUSD Schools.

Prepared by: Julianna Stocking, Associate Superintendent of Educational Services



The Latino Family Literacy Project

1107 Fair Oaks Ave. #225
South Pasadena, CA 91030

www.LatinoLiteracy.com

T: (626) 799-7341 Fax: (626) 799-3851

Estimate

Name/Address

Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376

Date	Estimate No.	Project
08/03/21	3521	

Item	Description	Quantity	Unit Price	Total
All-Inclusive Prog 3.1	All-Inclusive Offer Program 3.1 - Elementary First Semester 180 Children's Books 1 Literacy Kit 2 Curriculum Binders with Lessons 2 Teacher Webinars Shipping Sales Tax, City of Tracy	11	2,150.00	23,650.00T
			8.25%	1,951.13
For Billing Questions, email our office at: info@LatinoLiteracy.com			Total	\$25,601.13



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 2, 2021
SUBJECT: Approve Job Description and Salary for STEM Learning Accelerator Coordinator

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities to review and revise outdated job descriptions.

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

FUNDING: Advance STEM Grant.

RECOMMENDATION: Approve Job Description and Salary for STEM Learning Accelerator Coordinator.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resource

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: STEM Learning Accelerator Coordinator

DEPARTMENT/DIVISION: Educational Services

POSITION SUMMARY: Under the general supervision of the Director of STEM Curriculum and Local Assessment the STEM Learning Accelerator Coordinator is responsible for assisting in planning, organizing, and supporting STEM in TUSD, especially the AdvanceSTEM Project and the PreK12 STEM Project; providing STEM professional learning activities for administration and staff and supporting improvements to curriculum, instructional practices and student achievement in STEM-related subjects.

ESSENTIAL FUNCTIONS:

1. Support all aspects of the implementation of integrated STEM Prek-12 for all students.
2. Assist the Director of Professional Learning and the Director of STEM Curriculum and Local Assessment in leading, managing and delivering the implementation of a comprehensive professional development program for certificated staff in STEM-related content areas.
3. Provide coaching, training, lesson modeling and support to site administrators and teachers of STEM-related content areas at Prek-12 grade levels.
4. Demonstrate an understanding of and support the implementation of CA standards and frameworks for Prek12 in science, computer science, math, engineering and other STEM-related content areas.
5. Demonstrate an understanding of and support implementation of TUSD scope and sequence for STEM-related content areas.
6. Collaborate with site administrators and teachers of math and ELA to ensure proper integration of STEM disciplines around the Common Core standards.
7. Assist in the development, implementation, and evaluation of STEM instruction and curriculum aligned with career pathways that insure integration of academic and career technical education.
8. Assist in the development, implementation, and refinement of TUSD STEM assessments.
9. Assist the Director of Professional Learning and the Director of STEM Curriculum and Local Assessment in the collection, interpretation, and use of data and assessment results to improve instructional practice and student learning at school sites.
10. Provides support to the Director of Professional Learning in all areas of the department including curriculum, instruction, professional development, TTIP, teacher induction and related training for site administrators, teachers, instructional coaches, and other personnel.
11. Develop and carry out long and short-term plans, programs, and activities to support the implementation of district STEM vision, curriculum, and instructional programs.
12. Communicate regularly with all stakeholders regarding implementation of STEM.
13. Collaborate with teachers and site administrators, community members, and district STEM teams.

14. Serve on district level committees to represent and report on STEM-related content areas and other staff development programs as appropriate.
15. Supervise and evaluate certificated staff as assigned.
16. Maintain professional competence through on-going professional development and training in areas related to the position and its responsibilities and assist in providing leadership in determining program direction and improvement to curriculum, instruction and assessment, including the use of technology.
17. Establish and maintain cooperative relationships with those contacted during the course of work.
18. Maintain confidentiality on issues concerning programs and staff.
19. Maintain regular and prompt attendance in the workplace.
20. Perform other related duties as assigned.

EDUCATION AND EXPERIENCE:

A valid California Teaching Credential and Master's Degree is required. Must possess or be able to obtain a valid California Administrative Services Credential. Successful experience in the field of education, including a minimum of five-years teaching experience is required. Administrative experience in a school setting is preferred. Experience with and knowledge of California educational framework and standards for Science and Math for PreK-12 is required. Experience with program evaluation and data collection preferred. A valid California driver's license is required.

SKILLS AND QUALIFICATIONS:

1. Knowledge and experience writing proposals for and coordinating grant-funded projects
2. Ability to oversee and manage budgets.
3. Leadership skills in planning, setting agendas, coordinating and conducting meetings, trainings, and professional learning.
4. Knowledge and experience in implementing research-based instructional strategies and practices.
5. Ability to work a computer and knowledge of assigned software.
6. Communicate and collaborate effectively with diverse groups and audiences.
7. Demonstrated competence in the California Standards for the Teaching Profession (CSTP) and California Professional Standards for Education Leaders (CPSEL).
8. Ability to collect and analyze data for evaluation and improvement of instructional practices and professional development programs.
9. Ability to analyze situations accurately and adopt effective course of actions.
10. Ability to lead others effectively.
11. Ability to communicate effectively both orally and in writing.
12. Ability to integrate current technology into work and job functions.
13. Ability to effectively coach certificated staff.
14. Ability to function as a member of a team
15. Ability to work independently with minimal supervision.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Reach overhead, grasp, push/pull up to 50 pounds for short distances.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 pounds at shoulder height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with staff, students, and the public. In addition, the STEM Learning Accelerator Coordinator must perform duties and responsibilities that occur outside the school campus and District Office for related activities and events, including off-site meetings and/or trainings.

SALARY: LME Range 49

DAYS OF SERVICE: 225 Days

BOARD APPROVED:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 3, 2021
RE: Adopt Resolution No. 21-08 Authorizing Teachers to Teach Outside Their Credential Authorizations

BACKGROUND: Education Code Section §44263 authorizes teachers to teach outside their credential authorization provided the teacher has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teaches any subject in departmentalized classes to a given class or group of students in grades K-12. The Tracy Unified School District has an additional two (2) qualified teachers consenting to Ed Code §44263.

RATIONALE: In all the above instances, the teacher involved must give their consent and the Board must adopt a resolution (see attached) authorizing the assignments. This agenda item meets 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: Adopt Resolution No. 21-08 Authorizing Teachers to Teach Outside Their Credential Authorizations

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 21-08
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL
AUTHORIZATIONS 2021-2022**

BE IT RESOLVED that the Governing Board pursuant to Education Code Sections §44263 hereby authorizes teachers to teach outside their credential authorization provided that the teacher has eighteen (18) semester units of lower division coursework or nine (9) semester units of upper division or graduate coursework in the content taught, and teacher any subject in departmentalized classed to a given class or group of students in grades K-12. The Tracy Unified School District has an additional two (2) qualified teachers consenting to Ed Code §44263.

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 14th Day of December 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

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

Clerk
Board of Trustees
Tracy Unified School District

TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
2021-2022 SCHOOL YEAR			
TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS			
Teacher's Name	Site	Ed Code	Subject
Cornish-Bowden, Joy	Tracy High	44263	Intermediate Art (Moving Image)
Fishburn, Jay	Tracy High	44263	IB Theory of Knowledge

Ed Code 44263	2 teachers
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HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: December 6, 2021
SUBJECT: Approve Increase to Translator Hourly Rate of Pay

BACKGROUND: The District is experiencing a shortage of translators who are available to provide services to TUSD families. Following a recent analysis of hourly translator rates of pay in San Joaquin county, the District recommends an increase in the currently hourly rate of \$15.22/hour to \$18.72/hour to be competitive with neighboring districts. These translators serve in an “as-needed” capacity and are not represented by a bargaining unit.

RATIONALE: An increase in the hourly translator rate will make translating in Tracy Unified School District a more appealing consideration and may increase the District’s ability to recruit translators and support provision of services to families.

FUNDING: General Fund

RECOMMENDATION: Approve Increase to Translator Hourly Rate of Pay

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