

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 26, 2020

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

To View this meeting, please follow this link: Board Meeting Live

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

MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:

To view this meeting, please follow this link: Board Meeting Live
Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

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

To make a public comment, please follow this Public Comment Link available only on May 26th between 5:00 and 6:00 p.m. to place your comment.

A G E N D A

- | | |
|---|-----------------------|
| <p>1. Call to Order</p> <p>2. Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, J. Costa, B. Pekari, S. Kaur, J. Silcox, L. Souza
Staff: B. Stephens, C. Goodall, S. Harrison, T. Jalique, B. Etcheverry</p> <p>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.</p> <p>3.1 Administrative & Business Services: None.</p> <p>3.2 Educational Services:</p> <p>3.2.1 Findings of Fact: #19-20/#68</p> <p>3.2.2 Reinstatements: #19-20/#27, #19-20/#28, #19-20/#29</p> <p>Action: Motion __; Second __. Vote: Yes __; No __; Absent __; Abstain __</p> | <p>Pg. No.</p> |
|---|-----------------------|

3.3 Human Resources:

3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release

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

3.3.2 Conference with Labor Negotiator

Agency Negotiator: Tammy Jalique

Associate Superintendent of Human Resources

Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Findings of Fact: #19-20/#68

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

6b Reinstatements: #19-20/#27, #19-20/#28, #19-20/#29

Action: Vote: Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of May 12, 2020.

1-3

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

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: None.

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

10.1 Administrative & Business Services: None.

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (April, 2020)
(Separate Cover Item)

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13.1.2 Ratify Measure B Related Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda

5-6

13.1.3	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	7-9
13.1.4	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	10
13.1.5	Approve Payroll Report (April, 2020)	11-15
13.1.6	Approve Revolving Cash Fund Reports (April, 2020)	16-17
13.2	Educational Services:	
13.2.1	Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2020-2021 School Year	18-22
13.2.2	Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After-school Tutoring at Jacobson, Hirsch, & Poet Elementary Schools for the 2020-2021 School Year	23-29
13.2.3	Approve Agreement for Special Contract Services between Boys & Girls Club of Tracy and North School for the 2020/2021 School Year	30-33
13.2.4	Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to TUSD High Schools: Tracy, Kimball, West, and Stein/Duncan Russell during the 2020-2021 School Year	34-37
13.2.5	Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein Continuation High School/Willow Community Day/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School during the 2020-2021 School Year	38-41
13.2.6	Approve Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to Poet-Christian School, Monte Vista Middle School, and Bohn Elementary School during the 2020-2021 school year	42-45
13.2.7	Approve Agreement for Special Contract Services with Community Medical Centers to Provide Mental Health Services to Duncan-Russel/Stein Continuation High, Freiler School, Hirsch Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2020-2021 School Year	46-49
13.2.8	Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Classes to Students during the 2020-2021 School Year	50-53
13.2.9	Approve Agreement for Special Contract Services with Sow A Seed to Provide Anger Management Classes to Students during the 2020-2021 School Year	54-57
13.2.10	Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary, Jacobson Elementary, Kelly School, North School, Villalovoz Elementary, and West High Schools for the 2020-2021 School Year	58-61

- 13.2.11 Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the New Tracy Independent Study Charter School for the 2020-2021 School Year and For Science Credit Recovery During the 2020 Summer Program 62-65
- 13.2.12 Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2020 66-68
- 13.3 **Human Resources:**
 - 13.3.1 Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment 69-70
 - 13.3.2 Approve Classified, Certificated, and/or Management Employment 71-72
 - 13.3.3 Receive Peer Assistance and Review Annual Report for the 2019-2020 School Year 73-75
- 14. **Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
 - 14.1 **Administrative & Business Services:**
 - 14.1.1 Approve Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items (Separate Cover Item) 76
 - Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
 - 14.1.2 Approve Request for the Agreement Between Surland Communities, LLC (Surland) and the Tracy Unified School District for the Collection of Developer Fees (Separate Cover Item) 77
 - Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
 - 14.2 **Educational Services:** None.
 - 14.3 **Human Resources:**
 - 14.3.1 Approve Teacher Internship Agreement with Brandman University 78-90
 - Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
 - 14.3.2 Approve a Variable Term Waiver for Special Education Teachers- Added Authorization in Special Education (AASE); Autism Spectrum 91-92
 - Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
 - 14.3.3 Authorize the Declaration of Need for the 2020-2021 School Year 93-96
 - Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. **Board Meeting Calendar:**
 - 17.1 June 9, 2020
 - 17.2 June 23, 2020

18. Upcoming Events:

18.1 March 13 – May 22

Schools Closed (COVID-19)

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 12, 2020**

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

- 6:45 PM:** 1-3. President Pekari called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, J. Costa, S. Kaur, B. Pekari, J. Silcox, L. Souza
Staff: B. Stephens, S. Harrison, T. Jalique, C. Goodall, B. Etcheverry
- 7:00 PM** 5. President Pekari called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6. There were no action items in closed session.
- Minutes:** 7. **Approve Regular Minutes of April 28, 2020.**
Action: Souza, Abercrombie. **Vote:** Yes-7; No-0.
- Visitors:** None. Meeting was live streamed via Microsoft Teams.
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9. None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:** None.
- Hearing of Delegations** 11. No comments were received.
- Public Hearing:** 12.1 **Administrative & Business Services:** None.
- Consent Items:** 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Abercrombie, Costa. **Vote:** Yes-7; No-0.
- 13.1 **Administrative & Business Services:**
- 13.1.1 Approve Accounts Payable Warrants (February-March, 2020)

(Separate Cover Items)

- 13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3 Accept the Generous Donations From the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein With Thanks and Appreciation From the Staff and Students of the Tracy Unified School District
- 13.1.4 Approve Payroll Report (February-March, 2020)
- 13.1.5 Approve Revolving Cash Fund Reports (February-March, 2020)
- 13.1.6 Ratify Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1 Approve the District Summer School Programs for 2020
- 13.2.2 Approve Agreement for Special Contract Services between Boys and Girls Clubs of Tracy and Central Elementary School for the 2020-2021 School Year
- 13.2.3 Approve Memorandum of Understanding with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School and Villalovoz School for the 2020-2021 School Year
- 13.2.4 Approve Agreement for Special Contract Services with Children's Book Author Lisa Caprelli at Bohn Elementary School, Jacobson Elementary School, and Central Elementary School, for January 20, 21, 22, 2021
- 13.2.5 Approve the Request to the California Department of Education to Authorize Art Freiler School as a School-wide Title I Program
- 13.2.6 Ratify Agreement for Special Contract Services with Jake Randall for Independent Educational Evaluation/Psycho-Educational Assessment
- 13.2.7 Approve Agreement for Special Contract Services with Valley Community Counseling Services to Provide Additional Mental Health Services to Villalovoz Elementary School for the 2020/2021 School Year

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

- 14.1.1 Approve Tracy Unified School District Chemical Hygiene Plan
- Action:** Abercrombie, Kaur. **Vote:** Yes-7; No-0.
- 14.1.2 Adopt Resolution No. 19-28 Authorizing Temporary Loans between Funds for the 2020/21 School Year
- Action:** Abercrombie, Costa. **Vote:** Yes-7; No-0.
- 14.1.3 Adopt Resolution #19-30 Specifications of the Election Order
- Action:** Abercrombie, Costa. **Vote:** Yes-7; No-0.

14.2 Educational Services: None.

- 14.2.1 Approve Adoption of Instructional Materials for 11th Grade Expository Reading and Writing Course
- Action:** Souza, Abercrombie. **Vote:** Yes-7; No-0.

14.3 Human Resources:

14.3.1 Approve Resolution 19-29, Authorizing Implementing Certificated Layoff for the 2020-2021 School Year

Action: As amended. Abercrombie, Costa. **Vote:** Yes-7; No-0.

14.3.2 Adopt Resolution 19-31, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

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

14.3.3 Approve Declaration for a Provisional Internship Permit

Action: As amended. Abercrombie, Costa. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Silcox passed. Trustee Souza was happy to hear about the West High event and is looking forward to Tracy High's this Friday and Kimball High and Stein next week. She appreciates everyone doing their best. There is an adopt-a-senior page on Facebook. It's exciting to see pictures posted and has very positive feedback. Trustee Kaur congratulated everyone on a great West High event. Trustee Alexander passed. Trustee Costa congratulated all seniors at West high that received their scholarship via the virtual scholarship presentation. Trustee Abercrombie commented that it was a great event at West High School received great feedback from parents. Trustee Pekari thanked everyone who has helped facilitate these events. It is exciting to see each school making it their own.

Superintendent Report:

Dr. Stephens thank everyone. These are tough times. There are many people working behind the scenes. Classified and teachers are doing a lot of good work. Thank you.

Adjourn: 7:12 pm

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: May 12, 2020
SUBJECT: Approve Accounts Payable Warrants (April, 2020)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (April, 2020).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 14, 2020
SUBJECT: Ratify Measure B Related 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 against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials. 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 Measure B Related Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda.

Prepared by: Dr. Casey Goodall, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MEASURE B BOND
May 26, 2020
SUMMARY OF SERVICES**

A. Vendor:	Landmark Modernization Contractors dba Landmark Construction
Site:	North School
Item:	Lease-Leaseback Agreement
Services:	Lease-Leaseback Contractor to demolish five (5) existing buildings and construct a new 2-Story building, interior alterations and exterior painting of buildings A & B and upgrade electrical/signal/fire alarm systems and exterior painting of buildings E - H and P2, remove and replace existing relocatable building, install new kindergarten play structure and shade structure, new parking lot and alterations to existing parking lot and site work, per plans and specifications.
Cost:	\$21,876,894.00, includes Contingency
Project Funding:	Measure B Bond Fund/State School Facilities Fund

B. Vendor:	Opening Technologies, Inc.
Site:	Central Elementary School
Item:	Proposal
Services:	Contractor to provide new key retrofit throughout the campus, per the new district standards.
Cost:	\$30,393.19
Project Funding:	Measure B Bond Fund/Deferred Maintenance Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 8, 2020
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. Casey Goodall, Associate Superintendent for Business Services.

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MAY 26, 2020
SUMMARY OF SERVICES

A. Vendor: CSM Consulting, Inc.
Site: District-wide
Item: Contract for E-Rate Compliance Service
Services: CSM will provide TUSD completed forms and processes related to all Category One and Category Two applications of the Federal Communications Commission E-Rate filings with the schools and library division.
Cost: Not to exceed \$32,000.00
Project Funding: General Fund

B. Vendor: The Sign Guys
Site: West High School
Item: Estimate - Ratify
Services: Contractor to provide and install a new eight line outdoor multi-sport aquatics scoreboard located in the West High Pool.
Cost: \$38,693.76
Project Funding: Unrestricted General Fund/Deferred Maintenance

C. Site: Stein Continuation High School – Relocatable Classrooms
Item: Amendment to Architectural Agreement
Services: Architectural services for the addition of one (1) 24 x 40 DSA approved relocatable classroom building.
Cost: \$7,500.00
Project Funding: Unrestricted General Fund/Deferred Maintenance

D. Vendor: School Services of California, Inc.
Site: Tracy Unified School District
Item: Agreement
Services: The Business Services division has contracted for many years with School Services of California. Their services are critical to budget development and implementation. In addition, their information services provide guidance on management issues unavailable from other sources.
Cost: \$3,900.00
Project Funding: Unrestricted General Fund

E. Vendor: San Joaquin County Office of Education
Site: Special Education Department
Item: Memorandum of Understanding
Services: Services to special education students who have been referred to the SJCOE community school program and have been determined to be appropriately placed based on the recommendation of the IEP team.
Cost: SJCOE will pay TUSD the adjusted SELPA revenue amount received per ADA for enrolled special education students.
Project Funding: NA

F. Vendor:	ForeFront Power
Site:	Tracy Unified School District
Item:	Power Purchase Agreement
Services:	Power Purchase Agreements Supplier will design, construct, and install on District properties solar photovoltaic arrays, energy storage facilities, electric vehicle charging station, and arrange with the local utility for interconnection of the facilities.
Cost:	No cost implications
Project Funding:	Developer/General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 13, 2020
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:

West High School:

1. Tracy Unified School District/West High School: From Hudl, Hudl online service through 2/25/21 along with an I-Pad and tri-pod. Hudl provides video review and a performance analysis service that will be used to store videos of West High School volleyball matches.

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. Casey Goodall, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 12, 2020
SUBJECT: Approve Payroll Report (April, 2020)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Report (April, 2020).

Prepared by: Reed Call, Director of Financial Services.

Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 04/10/2020

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	397,106.98	Teachers' Salaries
		1200	1,003.80	Cert Pupil Support Salaries
		1300	400.00	
		1900	1,374.01	Other Certificated Salaries
		2100	26,969.74	Instructional Aides' Salaries
		2200	127,237.03	Classified Support Salaries
		2300	5,057.88	
		2400	11,192.06	Clerical & Office Salaries
		2900	5,540.48	Other Classified Salaries
		Total Labor	575,881.98	

Fund	01	SACS Object	Amount	
		3101	43,981.85	STRS On 1000 Salaries
		3201	224.82	PERS On 1000 Salaries
		3202	9,300.34	PERS On 2000 Salaries
		3301	7,169.62	
		3302	11,503.10	
		3501	200.06	State Unemploy On 1000 Salary
		3502	88.00	State Unemploy On 2000 Salary
		3601	7,167.95	Worker'S Comp Ins On 1000 Sal
		3602	3,154.70	Worker'S Comp Ins On 2000 Sal
		Total Contributions	82,790.44	

Fund	11	SACS Object	Amount	
		1100	16,180.57	Teachers' Salaries
		1200	1,003.80	Cert Pupil Support Salaries
		2100	649.88	Instructional Aides' Salaries
		2400	1,211.62	Clerical & Office Salaries
		Total Labor	19,045.87	

Fund	11	SACS Object	Amount	
		3101	1,675.47	STRS On 1000 Salaries
		3202	128.16	PERS On 2000 Salaries
		3301	249.16	
		3302	142.41	
		3501	8.60	State Unemploy On 1000 Salary
		3502	0.94	State Unemploy On 2000 Salary
		3601	308.04	Worker'S Comp Ins On 1000 Sal
		3602	33.36	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,546.14	

Fund 12	SACS Object	Amount	
	2100	3,267.30	Instructional Aides' Salaries
	2900	55.87	Other Classified Salaries
	Total Labor	3,323.17	

Fund 12	SACS Object	Amount	
	3202	23.93	PERS On 2000 Salaries
	3302	135.89	
	3502	1.67	State Unemploy On 2000 Salary
	3602	59.58	Worker'S Comp Ins On 2000 Sal
	Total Contributions	221.07	

Fund 13	SACS Object	Amount	
	2200	11,629.98	Classified Support Salaries
	Total Labor	11,629.98	

Fund 13	SACS Object	Amount	
	3202	545.77	PERS On 2000 Salaries
	3302	572.86	
	3502	5.76	State Unemploy On 2000 Salary
	3602	208.46	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,332.85	

ESCAPE	ONLINE
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Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 04/30/2020

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,003,270.77	Teachers' Salaries
	1200	345,841.94	Cert Pupil Support Salaries
	1300	547,018.07	Cert Suprvrs' & Admins' Sal
	1900	126,000.03	Other Certificated Salaries
	2100	442,099.42	Instructional Aides' Salaries
	2200	795,265.26	Classified Support Salaries
	2300	177,621.82	Class Suprvrs' & Admins' Sal
	2400	468,252.52	Clerical & Office Salaries
	2900	43,948.09	Other Classified Salaries
	Total Labor	7,949,317.92	

Fund 01	SACS Object	Amount	
	3101	996,993.31	STRS On 1000 Salaries
	3102	6,386.98	STRS On 2000 Salaries
	3201	35,628.92	PERS On 1000 Salaries
	3202	362,474.90	PERS On 2000 Salaries
	3301	89,595.53	
	3302	136,469.13	
	3401	646,338.27	
	3402	261,145.66	
	3501	3,011.21	State Unemploy On 1000 Salary
	3502	962.40	State Unemploy On 2000 Salary
	3601	107,946.68	Worker'S Comp Ins On 1000 Sal
	3602	34,545.12	Worker'S Comp Ins On 2000 Sal
	3701	63,913.37	
	3702	41,529.88	
	Total Contributions	2,786,941.36	

Fund 11	SACS Object	Amount	
	1100	11,039.46	Teachers' Salaries
	1200	8,076.04	Cert Pupil Support Salaries
	1300	10,706.96	Cert Suprvrs' & Admins' Sal
	2100	6,234.09	Instructional Aides' Salaries
	2400	8,797.38	Clerical & Office Salaries
	Total Labor	44,853.93	

Fund 11	SACS Object	Amount	
	3101	5,099.65	STRS On 1000 Salaries
	3202	2,964.35	PERS On 2000 Salaries
	3301	400.33	
	3302	1,087.69	
	3401	2,139.64	
	3402	1,979.75	
	3501	14.92	State Unemploy On 1000 Salary
	3502	7.51	State Unemploy On 2000 Salary
	3601	534.56	Worker'S Comp Ins On 1000 Sal
	3602	269.47	Worker'S Comp Ins On 2000 Sal
	Total Contributions	14,497.87	

Fund 12	SACS Object	Amount	
	1300	1,201.94	Cert Suprvrs' & Admins' Sal
	2100	9,503.25	Instructional Aides' Salaries
	2400	3,962.77	Clerical & Office Salaries
	Total Labor	14,667.96	

Fund 12	SACS Object	Amount	
	3101	205.54	STRS On 1000 Salaries
	3102	435.17	STRS On 2000 Salaries
	3202	1,857.71	PERS On 2000 Salaries
	3301	14.65	
	3302	787.75	
	3401	196.08	
	3402	1,584.82	
	3501	0.60	State Unemploy On 1000 Salary
	3502	6.73	State Unemploy On 2000 Salary
	3601	21.54	Worker'S Comp Ins On 1000 Sal
	3602	241.38	Worker'S Comp Ins On 2000 Sal
	Total Contributions	5,351.97	

Fund 13	SACS Object	Amount	
	2200	142,946.21	Classified Support Salaries
	2300	34,300.39	Class Suprvrs' & Admins' Sal
	2400	16,631.57	Clerical & Office Salaries
	Total Labor	193,878.17	

Fund 13	SACS Object	Amount	
	3202	31,992.06	PERS On 2000 Salaries
	3302	13,291.31	
	3402	17,247.30	
	3502	96.91	State Unemploy On 2000 Salary
	3602	3,475.33	Worker'S Comp Ins On 2000 Sal
	Total Contributions	66,102.91	

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Assoc. Superintendent of Business Services
DATE: May 12, 2020
SUBJECT: Approve Revolving Cash Fund Reports (April, 2020)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (April, 2020).

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

05/01/20

TUSD
REVOLVING CASH FUND
April 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
04/02/2020	9654	CITY OF TRACY TRANSIT STATION	PO20-00964 Tracer tickets	
			01-3010-0-0000-7200-4300-800-2749	-300.00
TOTAL				-300.00
04/20/2020	9655	U.S. POSTAL SERVICE	PO20-02095 Stamps	
			01-6500-0-5770-1110-5900-800-2542	-100.00
TOTAL				-100.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 12, 2020
SUBJECT: Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2020-2021 School Year

BACKGROUND: The Tracy Unified School District has implemented Advancement Via Individual Determination (AVID) since 2002. Each school year, the District must contract services from the AVID Center, a California non-profit corporation. Tracy Unified School District currently has eight AVID member schools: Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet Christian School, and Williams Middle School. Art Freiler School has now been included to participate in AVID for the 2020-2021 School year. Over the years, the AVID program participants have demonstrated greater high school graduation rates and college acceptance rates than their non-participating peers.

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

To continue participation in the AVID program, the Tracy Unified School District agrees to pay AVID Center an annual membership/license fee per participating school sites offering the AVID program. Membership includes a license to use the AVID trademarks to promote the implementation of the AVID College Readiness System, to use and implement the AVID Methodologies, and to gain access to AVID materials and student activity sheets from the AVID Libraries. It also provides numerous opportunities for TUSD staff to participate in focused AVID Professional Development. Continued participation in the AVID program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: LCFF Targeted funds for AVID will continue to be provided to support ongoing participation in the AVID program. Funding for this contract will not exceed \$52,142.00.

RECOMMENDATION: Renew the Annual Advancement Via Individual Determination (AVID) Agreement between TUSD and the AVID Center for Kimball High School, Tracy High School, West High School, George Kelly School, Monte Vista Middle School, North School, Poet-Christian School, Art Freiler School and Williams Middle School for the 2020-2021 School Year.

Prepared by: Julianna Stocking, Director of Continuous Improvement, State and Federal Programs.

AVID Center Amendment



Quote/Order #: Q-79213
 Client: Tracy Unified
 Address: 1875 W Lowell Ave
 Tracy, CA 95376

AVID Center Representative: Lori Rosenblatt
 Phone: (858) 380-4717
 Email: lrosenblatt@avid.org

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

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

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

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

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

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

North School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	Elementary Digital Library Set - 4 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	Secondary Digital Library Set - 8 Licenses - Year 2	\$0.00	\$0.00	\$0.00
1	AVID Membership Fees Combo Sites	\$4,724.00	\$0.00	\$4,724.00
1	AVID Weekly Elementary	\$595.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$580.00
North School SUBTOTAL:				\$5,304.00

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

Art Freiler School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE

1	AVID Membership Fees Secondary	\$4,099.00	\$0.00	\$4,099.00
1	AVID Secondary Library Package	\$4,590.00	\$0.00	\$4,590.00
1	Shipping & Handling	\$150.00	\$0.00	\$150.00
1	Secondary Digital Library Set - 8 Licenses	\$750.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$595.00	\$0.00	\$0.00
8	AVID Summer Institute Registration Fee	\$925.00	\$600.00	\$6,800.00
Art Freiler School SUBTOTAL:				\$15,639.00

TOTAL: \$52,142.00
plus all applicable taxes

Additional Comments:

This Amendment reflects the addition of Art Freiler School. The updated total is \$52,142.00.

For all 2020-21 contracts, if your teams cannot attend a Summer Institute, your registrations will be converted to an AVID Digital Experience. This new impactful professional learning experience starts with three days of online interactions and will extend into a year-long professional learning journey. Details can be found at <https://aviddxp.org/>.

This Amendment to the Quote/Order Q-79213 ("Amendment") is hereby fully incorporated into the AVID Agreement, effective July 01, 2020 by and between AVID Center and Tracy Unified. The parties agree that this Amendment shall be in effect on 05/11/2020 irrespective of the dates listed below, and its term shall run concurrent with the term of the Agreement. Indicated by their signatures below, Client and AVID Center hereby agree to changes to the AVID Agreement as described herein.

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

DocuSigned by:
David S. Greulich
ECA8539C008844D...

Signature: _____
Print Name: David S. Greulich

Title: Controller

Date: 5/12/2020 | 1:15 PM PDT

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

Tracy Unified

DocuSigned by:
Casey Goodall
08F225F9F7074C5...

Signature: _____
Print Name: Casey J. Goodall

Email Address: cgoodall@tusd.net

Title: Associate Superintendent for Business Se

Date: 5/12/2020 | 3:49 PM EDT



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 11, 2020
SUBJECT: Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After-school Tutoring at Jacobson, Hirsch, & Poet Elementary Schools for the 2020-2021 School Year

BACKGROUND: District Strategic Goal #1 is to prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Give Every Child a Chance (GECAC) is a non-profit organization which has applied for and received donations and grants which fund the program. The past nine years, GECAC has provided tutoring services after school to TUSD students. The tutors are middle and high school students, with parent permission. Students receiving tutoring are students identified by their teacher as those in danger of failing. The curriculum used will be provided by each student's classroom teacher. A communication log will be used between the tutor and teacher to ensure the student is progressing.

RATIONALE: The staff at Jacobson Elementary believe that Give Every Child a Chance does help struggling students. This one-on-one tutoring program is not only welcomed, but is greatly appreciated. By providing at-risk students additional intervention, they feel more confident, and perform better in the classroom. Jacobson is a school-wide Title I school. 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.

FUNDING: There is no cost to the District. Funding is provided through Give Every Child a Chance, a non-profit organization.

RECOMMENDATION: Approve Agreement for Special Contract Services with Give Every Child A Chance to Provide After-school Tutoring at Jacobson Elementary School for the 2020-2021 School Year

Prepared by: Derek Sprecksel, Principal, Jacobson Elementary School

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Give Every Child a Chance (GECAC), 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 after school tutoring to students from the time school is dismissed until 6:30 p.m at the following schools: Jacobson, Hirsch, & Poet Christian.

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 144 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Jacobson, Hirsch, & Poet.

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

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

4. The terms of the agreement shall commence on August 11, 2020, and shall terminate on May 27, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Derek Sprecksel, at (209) 830-3315 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:

Concepcion Rodriguez PD
Contractor Signature Title

680399384
IRS Identification Number

Program Director
Title

322 Sun West Place
Address

Manteca CA 95337

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



MEMORANDUM OF UNDERSTANDING
BETWEEN

Give Every Child A Chance
&
Melville S. Jacobson Elementary School

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Give Every Child A Chance, hereinafter referred to as GECAC, and Melville S. Jacobson Elementary School of the Tracy Unified School District, hereinafter referred to as Melville S. Jacobson School.

PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between GECAC and Melville S. Jacobson Elementary School to develop a mutually beneficial program that benefits our students and community.

MELVILLE S. JACOBSON SCHOOL SHALL:

1. Provide dedicated or shared tutoring space with lighted walking path for two or four days a week (Monday-Thursday) from the time school is dismissed until at least 6:30 p.m.
2. Refer students to the program
3. Allow GECAC to recruit tutor/mentors by class visits or attending clubs, assemblies, staff meetings etc.
4. Distribute program information at back to school nights or in newsletters.
5. Make announcements pertaining to the program
6. Assign a school contact person for our Site Coordinator to communicate with.
7. Space for a locking bin (3x4)
8. On site GECAC box/or other space to receive school information.
9. Space on the wall for a Bulletin Board (3x2).
10. Allow our Director of Sites to visit-deliver snacks/drinks to the site weekly.
11. Allow the GECAC to identify the site as a tutoring location
12. Provide access to a restroom and phone to receive and make local calls during the tutoring sessions

GECAC SHALL:

1. Provide the cost of staffing & volunteer tutors.
2. Provide a snack and drink for tutors-students in our program.
3. Manage the employees and volunteers of the site.
4. Qualify students on an annual basis for our program.
5. Provide all the resources needed for the site, pens, paper etc.

This MOU will be in effect until either party chooses to dissolve it. This MOU in no way can cover everything for every situation. Give Every Child A Chance program is an **Open Door Policy Program**.

Date of Agreement: 5-6-2020

GECAC Staff: Cindy Rodriguez

Title: Program Director

[Signature]
School Administrator Signature

[Signature]
Printed Name

Title: Principal



MEMORANDUM OF UNDERSTANDING
BETWEEN

Give Every Child A Chance
&
Wanda Hirsch Elementary School

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Give Every Child A Chance, hereinafter referred to as GECAC, and Wanda Hirsch Elementary School of the Tracy Unified School District, hereinafter referred to as Wanda Hirsch Elementary School.

PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between GECAC and Wanda Hirsch Elementary School to develop a mutually beneficial program that benefits our students and community.

Wanda Hirsch SCHOOL SHALL:

1. Provide dedicated or shared tutoring space with lighted walking path for two or four days a week (Monday-Thursday) from the time school is dismissed until at least 6:30 p.m.
2. Refer students to the program
3. Allow GECAC to recruit tutor/mentors by class visits or attending clubs, assemblies, staff meetings etc.
4. Distribute program information at back to school nights or in newsletters.
5. Make announcements pertaining to the program
6. Assign a school contact person for our Site Coordinator to communicate with.
7. Space for a locking bin (3x4)
8. On site GECAC box/or other space to receive school information.
9. Space on the wall for a Bulletin Board (3x2).
10. Allow our Director of Sites to visit-deliver snacks/drinks to the site weekly.
11. Allow the GECAC to identify the site as a tutoring location
12. Provide access to a restroom and phone to receive and make local calls during the tutoring sessions

GECAC SHALL:

1. Provide the cost of staffing & volunteer tutors.
2. Provide a snack and drink for tutors-students in our program.
3. Manage the employees and volunteers of the site.
4. Qualify students on an annual basis for our program.
5. Provide all the resources needed for the site, pens, paper etc.

This MOU will be in effect until either party chooses to dissolve it. This MOU in no way can cover everything for every situation. Give Every Child A Chance program is an Open Door Policy Program.

Date of Agreement: 5-6-2020

GECAC Staff:

Cindy Rodriguez

Title: Program Director

Chesella J
School Administrator Signature

Cathy Nasello
Printed Name

Title: Principal



MEMORANDUM OF UNDERSTANDING
BETWEEN

Give Every Child A Chance
&
Gladys Poet Elementary School

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Give Every Child A Chance, hereinafter referred to as GECAC, and Gladys Poet Elementary School of the Tracy Unified School District, hereinafter referred to as Gladys Poet Elementary School.

PURPOSE:

The purpose of this MOU is to continue to develop and expand a framework of cooperation between GECAC and Gladys Poet Elementary School to develop a mutually beneficial program that benefits our students and community.

Gladys Poet Elementary SCHOOL SHALL:

1. Provide dedicated or shared tutoring space with lighted walking path for two or four days a week (Monday-Thursday) from the time school is dismissed until at least 6:30 p.m.
2. Refer students to the program
3. Allow GECAC to recruit tutor/mentors by class visits or attending clubs, assemblies, staff meetings etc.
4. Distribute program information at back to school nights or in newsletters.
5. Make announcements pertaining to the program
6. Assign a school contact person for our Site Coordinator to communicate with.
7. Space for a locking bin (3x4)
8. On site GECAC box/or other space to receive school information.
9. Space on the wall for a Bulletin Board (3x2).
10. Allow our Director of Sites to visit-deliver snacks/drinks to the site weekly.
11. Allow the GECAC to identify the site as a tutoring location
12. Provide access to a restroom and phone to receive and make local calls during the tutoring sessions

GECAC SHALL:

1. Provide the cost of staffing & volunteer tutors.
2. Provide a snack and drink for tutors-students in our program.
3. Manage the employees and volunteers of the site.
4. Qualify students on an annual basis for our program.
5. Provide all the resources needed for the site, pens, paper etc.

This MOU will be in effect until either party chooses to dissolve it. This MOU in no way can cover everything for every situation. Give Every Child A Chance program is an **Open Door Policy Program**.

Date of Agreement: 5-6-2020

GECAC Staff: Cynthia Rodriguez

Title: Program Director

W. Maslyar
School Administrator Signature

William Maslyar
Printed Name

Title: Principal



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 13, 2020
SUBJECT: Approve Agreement for Special Contract Services between Boys & Girls Club of Tracy and North School for the 2020/2021 School Year

BACKGROUND: The Boys & Girls Club of Tracy has been providing after school services in the community at school sites for over 20 years. The North side of Tracy is identified as an area of need due to juvenile activities associated with unauthorized groups. North School was awarded the After School Education and Safety (ASES) grant. For the last 8 years, the Boys & Girls Club of Tracy has been operating an after school program at North School. Due to the success of the program, North School staff wishes to continue to work with the Boys & Girls Club of Tracy at North School as they can provide after school services the regular school program cannot.

RATIONALE: Students and parents have made it clear that making after school programs and activities at North School is of great value. We must first provide a safe environment where students can learn, so that they can discover and develop their full potential. The Boys & Girls Club of Tracy provides after school programs and activities, such as organized sports, giving the students a positive experience. The North School partnership with the Boys & Girls Club of Tracy provides vital opportunities and services for students. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The program will be paid with site Title I funds not to exceed a total of \$9,000.00.

RECOMMENDATION: Approve Agreement for Special Contract Services between Boys & Girls Club of Tracy and North School for the 2020/2021 School Year.

Prepared by: Jose Jimenez, Principal, North School.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Youth Development Professional Assistant - assisting with daily programs in the areas of Healthy Life Style programming, Character and Citizenship, Academic Success and Enrichment Programs

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/weeks () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 9,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 9,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 11, 2020, and shall terminate on June 30, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jose Jimenez, at (209) 830-3350 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
Executive Director
Title
753 W. Lowell Ave
Address
Tracy, CA 95376

Tracy Unified School District

Date
01-3010-0-1110-1000-5800-340-3002
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: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 12, 2020
SUBJECT: Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to TUSD High Schools: Tracy, Kimball, West, and Stein/Duncan Russell during the 2020-2021 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides suicide awareness and prevention services to students. Specifically to 10th grade students, the Child Abuse Prevention Council (CAPC) has offered the following services to students: Yellow Ribbon Campaign and Safe Talk, and Depression Group Counseling. TUSD will renew CAPC services for the 2020-2021 school year.

RATIONALE: Suicide is the third leading cause of death for teenagers, according to the National Alliance for Mental Health Services. Fifty percent of all mental illness will begin to cause impairment by the age of 14. Untreated mental illness can exacerbate and lead to suicidal ideation, among other symptoms. The impact on school attendance and academic performance is drastic. The safety of a school campus is also compromised. Suicide Prevention Services are critical services at schools, particularly at the high school level. This effort is in alignment with TUSD's District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The Child Abuse Prevention Council is providing suicide awareness and prevention services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Child Abuse Prevention Council to Provide Suicide Prevention Services to TUSD High Schools: Tracy, Kimball, West, and Stein/Duncan Russell during the 2020-2021 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 Child Abuse Prevention Council, 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 suicide awareness and prevention services: The Yellow Ribbon Campaign, Safe Talk, and Depression Group Counseling to Tracy HS, Kimball, HS, West HS, and Stein/Dunca Runsell Alternative HS during the 2020-21 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 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$0.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [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, 2020, and shall terminate on June 30, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 15, 2020
SUBJECT: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein Continuation High School/Willow Community Day/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School during the 2020-2021 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health support services to students with psychosocial-emotional and emotional challenges that serve as a barrier to their academic success and overall well-being. It is imperative to provide support services in a school setting in order to improve school climate and student success. Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum.

RATIONALE: A multi-tiered system of supports is the District's framework to identify levels of social-emotional interventions. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to students who are struggling to meet academic, attendance, and/or behavioral expectations within a school setting. The District benefits greatly from having school based mental health support services across all schools, particularly Title 1 schools and with a high percentage of free and reduced lunch. A partnering agency of the PEI Project 5, Sow A Seed Community Foundation will provide mental health support services to TUSD's schools with the highest percentage of free and reduced lunch applicants. Additionally, this service aligns with District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The PEI Project 5 and SJCBS provides this service at no cost to the District.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein Continuation High School/Willow Community Day/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School during the 2020-2021 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 Sow A Seed Community Foundation, 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 Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum. Services will be provided to the following sites: Stein/Duncan-Russel Alt. HS, Central Elementary, North School, and South/West Park Elementary School during the 2020-2021 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 340 () [1 HOURS [X] DAYS, under the terms of this agreement at the following location See Above.

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

a. District shall pay \$ 0.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.

c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] 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, 2020, and shall terminate on June 30, 2021.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, 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: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 12, 2020
SUBJECT: Approve Agreement for Special Contract Services with
Axis Community Health to Provide Mental Health Services to
Poet-Christian School, Monte Vista Middle School, and Bohn
Elementary School during the 2020-2021 school year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to students who experience mental health challenges that pose a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and or behavioral standards within a school setting. TUSD will contract with Axis Community Health to provide school based mental health counseling to three school sites: Poet-Christian School, Monte Vista Middle School, and Bohn Elementary School. This effort is in alignment with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for Axis Community Health services will not exceed \$40,800.00 and will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Axis Community Health to Provide Mental Health Services to Poet-Christian School, Monte Vista Middle School, and Bohn Elementary School during the 2020-2021 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 Axis Community Health, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide schoolbased mental health services during the 2020-21 school year to the following school sites: Post-Christian School (1 day @ 5 hrs/week); Monte Vista Middle School (2 days @ 5 hrs/week); and Bohn Elementary School at (1 day @ 5 hrs/week). Submit a monthly service log attached to monthly invoices per school site. Providers must be Marriage Family Therapist (MFT) or Master of Social Work (MSW), Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT); Post-doctorate or registered Associate with the Board of Behavioral Sciences (BBS).

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND 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 680 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$60 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$40,800. 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, 2020, and shall terminate on June 30, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Sen. Crompton CEO
Contractor Signature Title

IRS Identification Number

Onis Community Health
Title

5925 W. Las Positas Blvd.
Address

Pleasanton, CA 94588

5.12.2020

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: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 28, 2020
SUBJECT: Approve Agreement for Special Contract Services with Community Medical Centers to Provide Mental Health Services to Duncan-Russel/Stein Continuation High, Freiler School, Hirsch Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2020-2021 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to students who experience mental health challenges that pose a barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school based mental health counseling to the following school sites: Duncan-Russel/Stein Continuation High School, Freiler School, Hirsch Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2020-2021 School Year. This effort is in alignment with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for Community Medical Centers services will not exceed \$122,400.00 and will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Community Medical Centers to Provide Mental Health Services to Duncan-Russel/Stein Continuation High, Freiler School, Hirsch Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2020-2021 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 Community Medical Centers, 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 schoolbased mental health services during the 2020-21 school year to the following school sites: Duncan-Russell/Stein Continuation High (2 days @ 5 hours/day); Freiler School (1 day @ 5 hours/day); Hirsch Elementary (1 day @ 5 hours/day); Kimball High (2 days @ 5 hours/day); McKinley Elementary (5 hours); South West Park Elementary (5 hours); Tracy High (10 hours/2 days); and Williams Middle (10 hours/2 days) for the 2020-21 School Year.
Submit a monthly invoices per school site. Providers must be Marriage Family Therapist (MFT) or Master of Social Work (MSW), Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT); or a registered Associate with the Board of Behavioral Sciences (BBS).

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND 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 2040 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$60 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$122,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [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, 2020, and shall terminate on June 30, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 28, 2020
SUBJECT: Approve Agreement for Special Contract Services with
Point Break Adolescent Services to Provide Mandatory Substance
Abuse Classes to Students during the 2020-2021 School Year

BACKGROUND: The Prevention Services Department coordinates prevention and early intervention services for the District. Over a hundred students in a school year are caught with a substance that violates District policy. Students are referred to mandatory substance use counseling and attend a five-week drug psychoeducation class taught by a certified substance abuse counselor.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Students suspended for substance-related incidences will be referred to TUSD's tier 2 targeted intervention. Students will be enrolled into a five-week class facilitated by Point Break Adolescent Services. This effort is in alignment with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The fee for Point Break, Substance Abuse Counseling, is \$350 per session. Total fee for seven (7) six-week sessions will not exceed \$2,450.00. Fees will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Point Break Adolescent Services to Provide Mandatory Substance Abuse Classes to Students during the 2020-2021 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 Point Break Adolescent Services, 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 Substance Abuse Counseling classes to students for a total of seven (7) six-week sessions during the 2020-21 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 35 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location District Office.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$70 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$2,450. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a ☒ **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

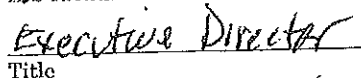
employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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

AGREED:

 _____
Contractor Signature Title

IRS Identification Number

 _____
Executive Director Title

1102 North School St
Address
Stockton CA 95205

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: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 28, 2020
SUBJECT: Approve Agreement for Special Contract Services with Sow A Seed to Provide Anger Management Classes to Students during the 2020-2021 School Year

BACKGROUND: The Prevention Services Department coordinates prevention and early intervention services for the District. Referred students are enrolled in a psychoeducational course that addresses skill-building, decision making, and appropriate replacement behaviors.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Students suspended and/or expelled for aggressive or combative behavior-related incidences will be referred to TUSD's tier 2-targeted intervention. Students will be enrolled into Sow A Seed's Stress and Conflict Management interactive course that will target cognitive restructuring, social skills development, a goal-setting workshop, and problem-solving skills development. This effort is in alignment with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for five cycles of Sow A Seed, Stress and Conflict Management six-week course, will not exceed \$3,675.00 and will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed to Provide Anger Management Classes to Students during the 2020-2021 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 Sow A Seed, 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 stress and conflict management classes to students for a total of five (5) six-week sessions during the 2020-21 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 35 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location District Office.

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

- a. District shall pay \$ 105 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 3,675. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: April 28, 2020
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary, Jacobson Elementary, Kelly School, North School, Villalovoz Elementary, and West High Schools for the 2020-2021 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to students who experience mental health challenges that pose barrier to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school based mental health counseling to the following school sites: Central Elementary, Jacobson Elementary, Kelly School, North School, Villalovoz Elementary, and West High Schools for the 2020-2021 School Year. This effort is in alignment with District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for Valley Community Counseling services will not exceed \$73,500.00 and will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to Provide Mental Health Services to Central Elementary, Jacobson Elementary, Kelly School, North School, Villalovoz Elementary, and West High Schools for the 2020-2021 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 Valley Community Counseling, 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 schoolbased mental health services during the 2020-21 school year to the following school sites: Central Elementary (1 day @ 5 hours/day); Jacobson Elementary (1 day @ 5 hours/day); Kelly School (1 day @ 5 hours/day); North School (1 day @ 5 hours/day); Villalovoz Elementary (1 day @ 5 hours/day); and West High (2 days @ 5 hours/day) for the 2020-21 School Year. Submit a monthly invoices per school site. Providers must be Marriage Family Therapist (MFT) or Master of Social Work (MSW), Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT); or a registered Associate with the Board of Behavioral Sciences (BBS).

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND 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 1,225 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$60 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$73,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2020, and shall terminate on June 30, 2021.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

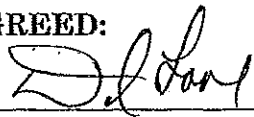
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

 Ex. Director
Contractor Signature Title

IRS Identification Number

Executive Director

Title

6707 Embarcadero Drive

Address

Stockton, CA 95219

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 Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent for Educational Services
DATE: May 7, 2020
SUBJECT: **Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the New Tracy Independent Study Charter School for the 2020-2021 School Year and For Science Credit Recovery During the 2020 Summer Program**

BACKGROUND: On December 19, 2019 the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School (TISCS). Tracy Unified School District staff has determined that the establishment of a non-classroom-based charter school, under the direct control of the School District, would be advantageous to the District both by providing an additional educational choice in the region and by recapturing ADA lost to District students who have enrolled in independent study at public charter schools or private schools. TISCS will offer students the opportunity to complete academic courses and earn credits through a variety of flexible environments including: direct instruction, one-on-one, virtual tutoring, blended learning, and small group instruction. Students access UC approved curriculum through Edgenuity, an online learning platform that delivers personalized learning. By pairing online curriculum and real-time data with teacher-led instruction we are able to truly personalize learning for every student.

RATIONALE: District Staff vetted several on-line curriculum software programs, and have opted to partner with Edgenuity, as the Edgenuity Software meets all of the following (TISCS) needs: Direct instruction, one-on-one, virtual tutoring, blended learning, and small group instruction. Students access UC approved curriculum through Edgenuity, an online learning platform that delivers personalized learning. The Edgenuity online curriculum aligns to the Common Core State Standards ("CCSS"), Next Generation Science Standards ("NGSS"), the History-Social Science Framework, English Language Development standards ("ELD"), and remaining State Content Standards (collectively "State Standards"). It is also used to supplement classroom instruction, in a fully virtual implementation, and for initial credit for middle- and high-school students. In addition, the platform provides credit recovery courses to help high-school students recover credits to graduate on time. The self-paced learning and pretesting in the online curriculum allows students to spend more time on what they need and less time on content they've already mastered. Edgenuity provides students who struggle with personalized instruction that focuses on the skills and concepts they have yet to master which is crucial to their future success. Edgenuity's online intervention programs, help educators pinpoint specific learning gaps and provide a targeted, data-driven instructional pathway to help students catch up, keep up, or get ahead in math and English language arts. With solutions available for students from 6th through 12th grade, Edgenuity helps to provide our students with the targeted instruction they need to move forward, while offering clear and easy-to-read data and reporting so educators can monitor student progress and personalize their learning. Further, the platforms

test readiness courses offer comprehensive preparation for state and national exams. Edgenuity's Virtual Tutor courses help students develop the skills they need to be successful on high-stakes, and end-of-course exams. The platform provides resources to help schools meet the needs of all students, including those who are homebound or have IEPs and 504 plans, and require special accommodations or modifications.

Through the Edgenuity Courseware TISCS can offer over 300 standards-aligned, online courses for students in grades 6–12. Courses are customizable and feature a full suite of learning tools and scaffolds, and can be taken for initial credit, as well as credit recovery. The platform offers a full suite of core curriculum, Advanced Placement, honors, elective, dual credit, and credit recovery courses for middle and high school students. Courses offered include the following subjects: English language arts, mathematics, science, social studies, Advanced Placement, general electives, world languages, Career and Technical Education ("CTE"), test preparation, honors courses, social and emotional learning, dual credit, and courses to support English learners.

Edgenuity courses combine rigorous content with direct-instruction videos from expert, on-screen teachers with interactive learning tools and resources to engage and motivate students. The online courses for core curriculum, Advanced Placement, electives, Career and Technical Education, dual credit and credit recovery are based on the rigor and high expectations of State Standards. The platform ensures the flexibility to provide courses that meet student's needs. The online courses are available for credit recovery, initial credit and as honors courses for students who want to further challenge themselves. Designed to inspire lifelong learning, the courses may be used in a blended or online learning model.

The Edgenuity online platform provides intervention for students in grade 6-12 who are struggling in math and reading. The platform provides students with a differentiated program using MyPath. MyPath's instruction ranges from the 3rd-11th grade skill level and speaks to students at their age level, using age-appropriate content to keep learners engaged and motivated. Teachers are able to monitor student progress in real time through easy to access reports. This provides teachers with the ability to know when students are ready to move on, which students need additional support and how to group students with similar needs for targeted reteaching. Students take a placement exam to determine their initial proficiency level. Based on the assessment data, each student is assigned an individual learning path ("ILP") that focuses on the skills and concepts students are ready to learn.

The District will also utilize 32 Edgenuity student licenses to meet 9th and 12th grade Credit Recovery needs for Science Courses for the 2020 Summer High School Credit Recovery Program.

As the Tracy Independent Charter has been currently authorized for a five-year period, and the Agreement with Edgenuity offers a \$10,000.00 discount for a multi-year (three-year) contract, District staff has opted for the multi-year Agreement. Teacher and Staff Training will also be provided. This Agreement will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Tracy Independent Study Charter School Licenses will be paid out of the TISCS Funds and Summer School Credit Recovery licenses will be paid out of LCAP Funds, not to exceed \$88,600.00 for a three-year Agreement.

RECOMMENDATION: Approve Contract Services Agreement with Edgenuity Virtual Curriculum to Provide On-line Curriculum Licenses to the New Tracy Independent Study Charter School for the 2020-2021 School Year and For Science Credit Recovery During the 2020 Summer Program.

Prepared by: Julianna Stocking, Director of Continuous Improvement and State and Federal Programs.



Tracy USD: Pricing Options

7/31/2020

Pricing Expires

Courseware + Instructional Services + PD

Item	Quantity	Description	Per unit	Total - 1 Year	Total - 3 Year
Software Licenses	20	Courseware - Concurrent User Shared Licenses - Includes 6-12 content for Core, Health, PE, College Career Readiness Electives, AP, World Languages, Virtual Tutors, CTE (Excludes MyPath, Middlebury ELL, Driver Ed, Sophia, eDynamic Learning and Purpose Prep SEL courses)	\$ 600	\$ 12,000	\$ 36,000
Software Licenses	20	Instructional Services single course reusable seat/course enrollment - Edgenuity will audit Instructional Services Seat usage up to four times during the year. If more seats are found to be in use than purchased, Edgenuity will invoice the full rate (\$800) for any additional IS seat/course enrollment.	\$ 800	\$ 16,000	\$ 48,000
Software Licenses	32	Courseware Concurrent User Shared Licenses - Summer School	\$ 100	\$ 3,200	\$ 9,600
Professional Development	1	Onsite Professional Development	\$ 2,500	\$ 2,500	\$ 2,500
Professional Development	5	Webinar Professional Development	\$ 500	\$ 2,500	\$ 2,500
Subtotal				\$ 36,200	\$ 98,600
Multi - Year Agreement Discount. NOTE: Full payment in year 1				\$	\$ (10,000)
Total				\$ 36,200	\$ 88,600



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Sheila Harrison, Associate Superintendent of Educational Services
DATE: May 4, 2020
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2020

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There was one complaint filed under the Williams settlements during the January 15, 2020 – April 15, 2020 reporting period. The complaint was received January 30th from a teacher at William's Middle School. The complaint stated the classroom did not have a way to lock from the inside in case of emergency. Based on the information provided and reviewed by Jaime Quintana, Director of Facilities and Planning, it was determined the classroom's door hardware and lock system is functional and appropriate based on the following; California Building Code (CBD), Title 24, Chap 10, section 1010.1.4.4.

RATIONALE: The quarterly report for the period of January 15, 2020 through April 15, 2020 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2020.

Prepared by: Tania Salinas, Director of Assessment and Accountability.

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

District: Tracy Joint Unified School District

Person completing this form: Tania Salinas Title: Director of Assessment & Accountability

Quarterly Report Submission Date: ☐ January 15, 2020
 (check one) ☒ April 15, 2020
☐ July 15, 2020
☐ October 15, 2020

Date for information to be reported publicly at governing board meeting: May 26, 2020

Please check the box that applies:



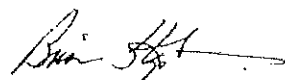
No complaints were filed with any school in the district during the quarter indicated above.



Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	1	1	0
TOTALS	1	1	0

Brian Stephens
 Print Name of District Superintendent



Signature of District Superintendent

May 5, 2020
 Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 14, 2020
SUBJECT: Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Case, Leilani 1 st Grade (Job Share)	Villalovoz	6/01/2020	Personal
Nylander, Jennifer 5 th grade	Central	05/22/2020	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Earl, Harper Business	West High	5/23/2020	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Chavez, Elizabeth Food Service Worker	Villalovoz	8/9/2020	Accepted FSW position at Poet
Cottier, Corina Bus Driver	Transportation	5/10/2020	Accepted a Utility Person III position

James, Frederick
Utility Person III

Transportation/
Grounds Team 1

5/15/2020

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 Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 14, 2020
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Flaig, Bryan

Henderson, Gary

Rodriguez, Denice

Stocking, Julie

BACKGROUND:

Arechiga, Arturo

Musleh, Omar

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Coordinator of PreK-12 STEM
(New Position)
District Wide
LME, Class 49, Step D, \$130,784.50
Fund: General Fund

Assistant Principal (Replacement)
Tracy High
LME, Class 54, Step D, \$130,187.40
Fund: General Fund

Speech Language Pathologist (Replacement)
District Wide
LMP, Class 8, Step D, \$94,296.00
Fund: Special Education

Associate Superintendent of
Educational Services
District Education Center
LME, Class 63, Step E, \$170,829.00
Fund: General Fund

CERTIFICATED

Art (New Position)
West High School
"B" Class VI, Step 6, \$71,478.00
Fund: General Fund

Physical Education (Replacement)
West High School
"B" Class VI, Step 5, \$69,143.00
Fund: General Fund

Smith, Greg

Special Ed. Home Hospital (Replacement)
District Wide
"A" class I, Step 1, \$54,237.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Chavez, Elizabeth

Food Service Worker (New)
Poet Christian School
Range 22, Step D - \$17.07 per hour
2.5 hours per day
Funding: Child Nutrition – School Program

Cottier, Corina

Utility Person III (New)
Transportation/Stein
Range 38, Step E - \$26.00 per hour + ND
8 hours per day
Funding: General Fund – 50% and Home to
School Transportation – 50%

BACKGROUND:

COACHES

Graham, Joseph

Athletic Director
Kimball High School
Stipend: \$8,069.00

Shrout, Matthew

Athletic Director
Tracy High School
Stipend: \$8,069.00

RECOMMENDATION: Approve Classified, Certificated and/or Management
Employment

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



BOARD AGENDA REQUEST FORM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for
Human Resources
DATE: May 14, 2020
RE: Receive Peer Assistance and Review Annual Report for the 2019-2020
School Year

PROPOSED ACTION FOR:

TUSD BOARD MEETING DATE: May 26, 2020 ITEM 13.3.3

TYPE OF ACTION REQUIRED: Please attach copy of Purchase
Order if this item requires an expenditure of funds. A contract is
required for outside services of a consultant or organization.

Please check:

- ☐ Public Hearing
- ☐ Recognition
- ☒ Consent
- ☐ Action
- ☐ Information/Discussion/Report
- ☐ Closed Session

NOTE: All Agenda items must be submitted to the appropriate Department Secretary two weeks prior to the Board meeting.

TF:tj



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 14, 2020
SUBJECT: Receive Peer Assistance and Review Annual Report for the 2019-2020 School Year

BACKGROUND: During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2019-2020 school year.

RATIONALE: The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

This aligns with 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.

RECOMMENDATION: Receive Peer Assistance and Review Annual Report for the 2019-2020 school year.

Prepared by: Tamara Ferrario, Director of Human Resources and Employee Relations.

PEER ASSISTANCE AND REVIEW PROGRAM

2019-2020 Annual Report

Referred Participants:

The PAR program served one teacher who was a mandatory referral during the 2019-2020 school year. The participant entered PAR in August of 2018 and received services for the 2018-2019 school year, for a total of 10 months of service provided. The teacher was eligible for 8 months of service in 2019-2020, with an additional 6 months possible if requested and approved by the joint committee. The teacher continued to receive support through the 2019-20 school year and at this point has not requested to receive the additional 6 months of support. Although there was a second teacher who was eligible to receive continued services as a mandatory referral from the 2018-2019 year, that teacher resigned prior to the start of the year.

For the 2020-2021 school year, there will be no additional mandatory participants.

Voluntary Participants:

The program also provided services to two voluntary participants. One voluntary participant entered the program in January of 2018 and received services for the 2018-2019 year, for a total of 15 months of service provided. The teacher was eligible for a total of 18 months of service, with a possible extension to 24 months if requested and approved by the joint committee. This voluntary participant did not request an extension and was removed from the program. The other voluntary participant entered the program in August of 2019 and received 10 months of support. This voluntary participant would be eligible for an additional 8 months of support in the 2020-21 school year.

For the 2020-2021 school year, there are currently no additional voluntary participants.

Consulting Teachers Training and Support:

Consulting Teachers had the option to attend *Mentoring Matters: A Practical Guide to Learning-Focused Relationships* in July 2019. This two-day training supported new Consulting Teachers in building focused relationships with teachers. Consulting Teachers were trained in using the PAR documentation forms and were also provided with a copy of the *Mentoring Matters* text.

Each consulting teacher was provided with personalized 1:1 just-in-time support in planning for future coaching sessions with PAR participating teachers as needed. Consulting teachers brought their challenges in working with participating teachers to practice their coaching skills and were also supported through coaching dialogues with the director of Professional Learning.

Topics/Activities Covered in the Peer Assistance Program (PAR):

The Joint Committee meets monthly to review reports from consulting teachers, to monitor progress and provide support as needed. Consulting teachers present their reports in person at least three times per year.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. The committee approved and sent one participating teacher to a training she requested, titled Innovated, Phenomena-Driven Strategies to Increase Student Engagement and Learning for Next Generation Science Standards. The committee met for one full day to review the PAR article in the Collective Bargaining Agreement to clarify purpose and process of PAR, and the committee will continue this process next year.

Recommendations:

For the 2020-21 school year, the Joint Panel recommends:

- All active Consulting Teachers should continue to work with their Participating Teachers (newly identified and continuing) for the 2020-2021 school year. It is important that the Consulting Teacher work with their Participating Teacher *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.
- The structure and format of consulting teacher support continued to be reviewed and revised to encourage stronger consulting teacher participation in 2020-2021.
- The Joint Committee continue to provide training materials for site administrators to inform them about the PAR program and its benefits. Continue to present PAR training information during management meetings for all administrators to take back to their sites for implementation with their teachers.
- The Joint Committee will continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.
- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.
- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with Staff Development. The committee believes this training should be an expectation for consulting teachers providing service to participants.

Respectfully submitted,

PAR Joint Committee Members:

Kimberly Jacobs, Chair (TEA Rep)

John Anderson, TEA Rep

Melissa Beattie, District Rep

Tamara Ferrario, District Rep



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent for Business Services
DATE: May 11, 2020
SUBJECT: Approve Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items

BACKGROUND: Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than \$250,000.00 for the 2020-2021 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines. The deadline for the bid opening was April 20, 2020 at 2:00 pm at the District Education Center.

RATIONALE: Approval of this agenda item gives authorization to the Director of Food Services to award Food and Non-Food items to ensure best value, lowest prices, and that the bid meets all State and Federal Guidelines.

FUNDING: Funding for purchases are made through the Food Services Department budget, using Cafeteria Fund 13.

RECOMMENDATION: Approve Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items.

Prepared by: Lois McDaniel, Director of Food Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Casey Goodall, Associate Superintendent of Business Services
DATE: May 26, 2020
SUBJECT: **Approve Request for the Agreement Between Surland Communities, LLC (Surland) and the Tracy Unified School District for the Collection of Developer Fees**

BACKGROUND: The legacy Memorandum of Understanding (MOU) for the Collection of School Impact Fees was approved as revised at the September 14, 2004 whereby developers would pay for the impact of residential development on school facilities based on the greater of two (2) options. The first option was the fee amount established as estimated in the report titled "Comprehensive School Facilities Capital Improvement and Finance Plan" which was adopted in June of 1995 and updated in June of 1998. The second option was based on the alternative fee which was calculated as part of the Districts "School Facilities Needs Analysis."

RATIONALE: The District provides educational services to students within the District's boundaries, including, among others, students generated by residential development on the Ellis Property. Pursuant to Education Code section 17620, the District is authorized to levy fees against "new residential construction" as more particularly set forth in that section and subject to the requirements of Government Code §§ 65995, *et seq.*, for the purpose of funding the construction or reconstruction of school facilities (each a "Developer Fee" or collectively "Developer Fees.")

FUNDING: Proceeds from mitigation of new residential units will be deposited in the Developer Fee Fund.

RECOMMENDATIONS: Approve the Agreement Between Surland Communities, LLC (Surland) and the Tracy Unified School District for the Collection of Developer Fees.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 12, 2020
SUBJECT: Approve Teacher Internship Agreement with Brandman University

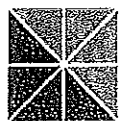
BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the district. A contract with Brandman University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from July 1, 2020 through July 1, 2023.

RATIONALE: By adding Brandman University 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: There is no cost to the District.

RECOMMENDATION: Approve Teacher Internship Agreement with Brandman University.

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



BRANDMAN
University Chapman University
System

INTERNSHIP CONTRACT AGREEMENT

by and between

BRANDMAN UNIVERSITY

and

Tracy Unified School District

- **Multiple Subject Internship Credential**
- **Single Subject Internship Credential**
- **Education Specialist Internship Credential**

An Internship Credential authorizes the same service at the same level as the Preliminary Credential with some exceptions. The Internship Credential is only valid in one school district or consortium under the preconditions established by State law (see Appendix A).

For this reason, interns must have a contract before a credential can be issued. Each intern candidate is to work under the direct and continuing supervision of a Brandman University Supervisor, from the Modesto Campus, and District Mentor who provides general support at the classroom level of the cooperating school. Also, the Internship Credential shall be issued initially for a two-year period. (Education Code Section 44455).

I. General Provisions

a. The UNIVERSITY agrees and verifies that:

- i. Each Intern Teacher shall have met the requirements for enrollment in its Credential Programs
- ii. Each Intern Teacher must have completed the minimum number of preservice hours of University Credential Program course work, as required by the CCTC for issuance of the Intern Credential.
- iii. Each Intern Teacher shall apply for the Internship Credential through the Teacher Accreditation Department at Brandman University, upon verification of employment from the School District.

b. The DISTRICT agrees and verifies that:

- i. The intern assumes full teaching and legal responsibility for their classroom from the first day of the teaching assignment as a paid employee of the District for at least one academic year, subject to the District's personnel policies and State law(s).

- ii. The intern will attend department and faculty meetings and parent-teacher conferences when appropriate. No intern may coach extracurricular activities nor be required to attend meetings that present a conflict with his/her internship responsibilities at Brandman University.
- iii. The intern is expected to attend all school and district in-service training sessions whenever possible. The intern will also attend assigned District and School orientations that occur prior to the start of the school. If there is a conflict between University and District training, University meetings shall take priority during the Internship period.

II. Support and Supervision Requirements

Pursuant to California Education Code §44321, the supervision and support of interns is the responsibility of both the Commission-approved teacher preparation program and the employer. The Commission requires that each approved intern program must have a signed Memorandum of Understanding (MOU) outlining the respective responsibilities of the program and of the employer.

a. General Support and Supervision Provided to All Interns

The UNIVERSITY and DISTRICT together shall provide a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum support, mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.

- i. The UNIVERSITY shall select supervisors that have current knowledge in their subject matter area; understand the context of public schooling; ability to model best professional practices in teaching and learning, scholarship and service; knowledge about diverse abilities, cultural, language, ethnic and gender diversity; and understanding of academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- ii. The UNIVERSITY shall provide supervision and ongoing support for a minimum of 72 hours per school year. University supervisors will conduct classroom observations a minimum of four times each term that include pre and post observation discussions. Supervisors will maintain weekly

contact with the intern to provide support related to planning, curriculum, and instruction in addition to problem solving regarding students.

iii. The DISTRICT shall select mentor teachers who meet the following qualifications:

- (1) valid corresponding Clear or Life credential,
- (2) three years successful teaching experience, and
- (3) the English Learner (EL) Authorization (if responsible for providing specified EL support).

If the mentor does not hold an EL Authorization, the district must identify an individual who does have a valid EL authorization and who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction, through in-classroom modeling and coaching as needed.

iv. The DISTRICT shall provide supervision and ongoing support for a minimum of 72 hours per school year with a minimum of two hours of support/mentoring and supervision per week. The mentor(s) role is to provide support specifically addressing issues in the intern's classroom (See Appendix B for examples of support/supervision activities). Interns without an English Language Authorization must also receive focused English Language instruction support.

v. The UNIVERSITY shall provide orientation and training for the district mentors and university supervisors.

vi. The UNIVERSITY provides the 10 hour CTC mandatory mentor training.

vii. The DISTRICT requires mentors complete the CTC mandatory 10 hour training.

viii. The University Supervisor and District Mentor shall meet together regularly with the intern to ensure the intern is following the California Teaching Performance Expectations.

ix. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 144 hours of mentoring via forms submitted by the interns in LiveText.

x. The District Mentor and site administrator shall participate in surveys that provide feedback to the university regarding the internship experience.

b. Support and Supervision Specific to Teaching English Learners

The following additional support/mentoring and supervision shall be provided to an intern teacher who enters the program without a valid English learner authorization listed on a previously issued multiple subject, single subject, or education specialist instruction teaching credential; a valid English learner or Cross-cultural, Language and Academic Development (CLAD) authorization:

- i. The UNIVERSITY shall provide 45 hours of support/mentoring and supervision per school year, including in-classroom coaching, specific to the needs of English learners. The minimum support/mentoring and supervision provided to an intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English learners.
- ii. The DISTRICT shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified individual may be the same mentor assigned pursuant to section I above provided the individual possesses an English learner authorization and will be immediately available to assist the intern teacher. (See Appendix B for examples of support/supervision activities).
- iii. An individual who passes the California Teaching of English Learner (CTEL) examinations prior or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of support/mentoring and supervision specific to the needs of English learners.
- iv. The UNIVERSITY shall monitor the completion of university and employer-provided support/mentoring to ensure that interns teachers are receiving the minimum 45 hours of support/mentoring specific to the needs of English learners via forms submitted by the interns in LiveText.

III. THE PARTIES MUTUALLY AGREE

- A. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Brandman University will provide insurance for their Field Supervisor as specified in Exhibit 1.

- B. The UNIVERSITY agrees to indemnify, hold harmless, and defend the DISTRICT, its agents and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the DISTRICT because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents or employees.

The DISTRICT agrees to indemnify, hold harmless, and at the University's request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the University because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with the Agreement, and due or claimed to be due to the negligence of the DISTRICT, its agents or employees.

- C. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- D. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- E. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT
INFORMATION:

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Attn: Antonia Velasco
Phone: 209-830-3260 ext. 1301

UNIVERSITY CONTACT
INFORMATION:

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

- F. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

- G. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- H. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- I. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

Brandman University and the Tracy Unified School District, agree to all the conditions of this Internship Contract Agreement as outlined above, to be effective on 7/1/2020, and continuing until 7/1/2023 (3-year maximum). This agreement may be terminated and the provisions of this agreement may be altered, changed or amended by mutual consent of both parties upon sixty (60) days written notice.

SIGNATURES:

DISTRICT

REPRESENTATIVES:

Signature: _____
Name: _____
Title: Superintendent
Date: _____

Signature: _____
Name: _____
Title: Human Resources
Date: _____

UNIVERSITY:

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

APPENDIX A

Preconditions Established for Internship Programs

For initial program accreditation and continuing accreditation by the Committee on Accreditation, participating districts and universities must adhere to the following requirements of state law or Commission policy.

- (1) **Bachelor's Degree Requirement.** Candidates admitted to internship programs must hold baccalaureate degrees or higher from a regionally accredited institution of higher education. Reference: Education Code §§44325, 44326, 44453.
- (2) **Subject Matter Requirement.** Each Multiple Subject intern admitted into the program has passed the Commission-approved subject matter examinations(s) for the subject area(s) in which the Intern is authorized to teach, and each Single Subject intern admitted into the program has passed the Commission-approved subject matter examination(s) or completed the subject matter program for the subject areas(s) in which the Intern is authorized to teach. Reference: Education Code § 44325(c) (3).
- (3) **Pre-Service Requirement.**
 - (a) Each Multiple and Single Subject Internship program must include a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in general pedagogy including classroom management and planning, reading/language arts, subject specific pedagogy, human development, and teaching English Learners.
 - (b) Each Education Specialist Internship program includes a minimum of 120 clock hour (or the semester or quarter unit equivalent) pre-service component which includes foundational preparation in pedagogy including classroom management and planning, reading/language arts, specialty specific pedagogy, human development, and teaching English Learners.
- (4) **Professional Development Plan.** The employing district has developed and implemented a Professional Development Plan for interns in consultation with a Commission-approved program of teacher preparation. The plan shall include all of the following:
 - (a) Provisions for an annual evaluation of the intern.
 - (b) A description of the courses to be completed by the intern, if any, and a plan for the completion of preservice or other clinical training, if any, including student teaching.
 - (c) Additional instruction during the first semester of service, for interns teaching in kindergarten or grades 1 to 6 inclusive, in child development and teaching methods, and special education programs for pupils with mild and moderate disabilities.

- (d) Instruction, during the first year of service, for interns teaching children in bilingual classes in the culture and methods of teaching bilingual children, and instruction in the etiology and methods of teaching children with mild and moderate disabilities.
- (5) **Supervision of Interns.**
- (a) In all internship programs, the participating institutions shall provide supervision of all interns.
- (b) University Intern Programs only: No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person. Reference: Education Code § 44462. Institutions will describe the procedures used in assigning supervisors and, where applicable, the system used to pay for supervision.
- (6) **Assignment and Authorization.** To receive program approval, the participating institution authorizes the candidates in an internship program to assume the functions that are authorized by the regular standard credential. Reference: Education Code § 44454. The institution stipulates that the interns' services meet the instructional or service needs of the participating district(s). Reference: Education Code § 44458.
- (7) **Participating Districts.** Participating districts are public school districts or county offices of education. Submissions for approval must identify the specific districts involved and the specific credential(s) involved. Reference: Education Code §§ 44321 and 44452.
- (8) **Early Program Completion Option.** Each intern program must make available to candidates who qualify for the option the opportunity to choose an early program completion option, culminating in a five year preliminary teaching credential. This option must be made available to interns who meet the following requirements:
- (a) Pass a written assessment adopted by the commission that assesses knowledge of teaching foundations as well as all of the following:
- Human development as it relates to teaching and learning aligned with the state content and performance standards for K-12 students
 - Techniques to address learning differences, including working with students with special needs
 - Techniques to address working with English learners to provide access to the curriculum
 - Reading instruction in accordance with state standards
 - Assessment of student progress based on the state content and performance standards
 - Classroom management techniques
 - Methods of teaching the subject fields

- (b) Pass the teaching performance assessment. This assessment may be taken only one time by an intern participating in the early completion option.
- (c) Pass the Reading Instruction Competence Assessment (RICA) (Multiple Subject Credential only).
- (d) Meet the requirements for teacher fitness.

An intern who chooses the early completion option but is not successful in passing the assessment may complete his or her full internship program. (Reference: Education Code § 44468).

- (9) **Length of Validity of the Intern Certificate.** Each intern certificate will be valid for a period of two years. However, a certificate may be valid for three years if the intern is participating in a program leading to the attainment of a specialist credential to teach students, or for four years if the intern is participating in a district intern program leading to the attainment of both a multiple subject or a single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities. Reference: Education Code § 44325 (b).
- (10) **Non-Displacement of Certificated Employees.** The institution and participating districts must certify that interns do not displace certificated employees in participating districts.
- (11) **Justification of Internship Program.** When an institution submits a program for initial or continuing accreditation, the institution must explain why the internship is being implemented. Programs that are developed to meet employment shortages must include a statement from the participating district(s) about the availability of qualified certificated persons holding the credential. The exclusive representative of certificated employees in the credential area (when applicable) is encouraged to submit a written statement to the Committee on Accreditation agreeing or disagreeing with the justification that is submitted.
- (12) **Bilingual Language Proficiency.** Each intern who is authorized to teach in bilingual classrooms has passed the language proficiency subtest of the Commission-approved assessment program leading to the Bilingual Crosscultural Language and Academic Development Certificate. Reference: Education Code Section 44325 (c).

APPENDIX B
Support and Supervision Activities

Potential Support & Supervision Activities to be Provided by the District
Demonstration Lessons and/or Co-teaching activities with mentor
Classroom Observations and Coaching*
Content Specific Coaching (for example: math coaches, reading coaches, EL coaches*)
Grade Level or Department Meetings related to curriculum, planning, and/or instruction
New Teacher Orientation
Coaching (not evaluation) from Administrator
Co-planning with Special Educator or EL expert to address included special needs students and/or English learners*
Logistical help before and during school year (bulletin boards, seating arrangements, materials acquisition, parent conferences, etc.)
Review/discuss test results with colleagues (CELDT and standardized tests)*
Activities/workshops specifically addressing issues in the intern's classroom—co-attended by intern and mentor(s)
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*
Support & Supervision Activities Provided through the University
Classroom Observations and Coaching*
Weekly Online Seminars (problem solving issues with students, curriculum, instruction, TPEs, etc.) including EL support*
Weekly Contact with Supervisors via email, phone (voice, text), and/or video conferencing
Intern Observations of other teachers and classrooms including observations of SDAIE/ELD lessons*

**May also be used towards the 45-hour EL Support & Supervision Requirement.*



Exhibit 1
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

The following is required for all university agreements:

1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate is required. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Workers Compensation for university employees who will be on district's school sites to observe their students. (waiver of subrogation to be part of this coverage)
 - d. Proof of Professional Liability Insurance, with coverage for Sexual Molestation Coverage with endorsement.
2. An **Additional Insured Endorsement** (Form Number CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general liability and waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 12, 2020
SUBJECT: Approve Variable Term Waivers for Special Education Teachers-
Added Authorization in Special Education (AASE); Autism Spectrum

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 2020-2021 school year, it has been determined that Tracy Unified School District has a need for Variable Term Waivers for Added Authorization in Special Education – Autism Spectrum for two (2) Special Education teachers.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Variable Term Waiver for Special Education Teachers - Added Authorization in Special Education (AASE); Autism Spectrum.

Prepared by: Tammy Jalique, Associate Superintendent for 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 Variable Term Waivers while the individuals below work on completing the requirements to obtain an Added Authorization in Special Education – Autism Spectrum. These individuals will be provided orientation, guidance and assistance during the valid period of the waiver.

Steve Doerksen; Kimball High School; RSP; 9th- 12th Grades
Janae Heinrich; Tracy High School; SDC Science; 9th -12th Grades

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephen, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 12, 2020
SUBJECT: Authorize the Declaration of Need for the 2020-2021 School Year

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms.

RATIONALE: Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the District change.

FUNDING: None.

RECOMMENDATION: Authorize Declaration of Need for the 2020-2021 School Year.

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



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2020-2021

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: TRACY UNIFIED SCHOOL DISTRICT District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on MAY /26 /2020 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2021.

Submitted by (Superintendent, Board Secretary, or Designee):

TAMMY JALIQUE

ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

Name

Signature

Title

209-830-3264

209-830-3260

Fax Number

Telephone Number

Date

1875 W. LOWELL AVE, TRACY, CA 95376

Mailing Address

tjlaque@tUSD.net

EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on - / - / , at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, NA.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Name</i>	<i>Signature</i>	<i>Title</i>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
<u>N/A</u>		
<i>Mailing Address</i>		
<u>N/A</u>		
<i>EMail Address</i>		

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	<u>5</u>
Bilingual Authorization (applicant already holds teaching credential)	<u>1</u>
List target language(s) for bilingual authorization: <u>SPANISH</u>	
Resource Specialist	<u>1</u>
Teacher Librarian Services	<u>1</u>

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	1
Single Subject	2
Special Education	2
TOTAL	5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes ☐ No ☒

If no, explain. We have participated in several University's Internship programs.

Does your agency participate in a Commission-approved college or university internship program? Yes ☒ No ☐

If yes, how many interns do you expect to have this year? 30

If yes, list each college or university with which you participate in an internship program.

TEACHER COLLEGE OF SAN JOAQUIN, UNIVERSITY OF THE PACIFIC, NOTRE DAME DE NAMUR UNIVERSITY,
NATIONAL UNIVERSITY, ALLIANT UNIVERSITY, BRANDMAN UNIVERSITY, HUMPHREY'S UNIVERSITY,

If no, explain why you do not participate in an internship program.

NA