

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
June 8, 2021

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

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

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

MODIFIED MEETING PROCEDURES DURING COVID-19 PANDEMIC:

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

Select "Watch on Web Instead"

Once the event opens click "Join Anonymously"

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

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

A G E N D A

- | | | |
|--------------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes. | |
| 3.1 | Administrative & Business Services: None. | |
| 3.2 | Educational Services: None. | |
| 3.3 | Human Resources: | |
| 3.3.1 | Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain | |
| 3.3.2 | Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |

4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**
6. **Closed Session Issues:** None.
7. **Approve Regular Minutes of May 25, 2021** 1-7
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:**
 - 10.1.1 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families (Separate Cover Item) 8-9
 - 10.1.2 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS), Associated Expenditures, and the Budget Overview for Families (Separate Cover Item) 10-11
 - 10.1.3 Receive Report on the 2021-2022 Annual School District Budget (Separate Cover Item) 12-14
 - 10.2 **Educational Services:**
 - 10.2.1 Receive Report on San Joaquin County COVID19
11. **Hearing of Delegations:** Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed five (5) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.
12. **PUBLIC HEARING:**
 - 12.1 **Administrative & Business Services:**
 - 12.1.1 Conduct a Public Hearing on the Proposed Local Control Accountability Plan (LCAP) for TUSD
 - 12.1.2 Conduct a Public Hearing on the Proposed Local Control Accountability Plan (LCAP) for TISCS
 - 12.1.3 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2021-22 School District Budget 15

- 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 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 16-20 |
| 13.1.2 | Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District | 21-22 |
| 13.1.3 | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year | 23-24 |

13.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 13.2.1 | Approve Agreement for Special Contract Services with KinderLab Robotics to Provide Professional Development to PreK-Grade 1 Teachers in the 2021-2022 School Year | 25-29 |
| 13.2.2 | Approve the Annual District Title III Plan for the 2021-2022 School Year | 30-34 |
| 13.2.3 | Approve Agreement for Contract Services Between Boys & Girls Clubs of Tracy and Central School for the 2021 - 2022 School Year | 35-38 |
| 13.2.4 | Approve On-Site Training for fifteen Art Freiler School Staff and fifteen Hirsch Elementary School Staff for Kagan Cooperative Learning Workshop on July 26-28, 2021 | 39-42 |
| 13.2.5 | Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2021-2022 School Year | 43-46 |
| 13.2.6 | Approve Agreement for Special Contract Services with San Joaquin County Office of Education California Preschool Instructional Network (CPIN) | 47-51 |
| 13.2.7 | Approve Agreement for Contract Services Between Axis Community Health and Bohn Elementary, Poet-Christian School, and Monte Vista Middle School for the 2021-2022 School Year | 52-59 |
| 13.2.8 | Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin County Public Health, for the 2021-2022 School Year | 60-63 |
| 13.2.9 | Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2021-2022 School Year | 64-67 |
| 13.2.10 | Approve Agreement for Contract Services Between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation, Kimball High School, Tracy High School, and West High School for the 2021-2022 School Year | 68-71 |
| 13.2.11 | Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2021-2022 School Year | 72-75 |

13.2.12	Approve Agreement for Contract Services Between Community Medical Center and Duncan-Russel/Stein Continuation, Art Freiler, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2021-2022 School Year	76-79
13.2.13	Approve Agreement for Special Contract Services with Parents By Choice of Stockton for the 2021-2022 School Year	80-83
13.2.14	Approve Agreement for Contract Services with Peer Health Exchange for Substance Use Group Classes during the 2021-2022 School Year	84-92
13.2.15	Approve Agreement for Contract Services with Sow A Seed to provide Anger Management classes to students during the 2021-2022 School Year	93-96
13.2.16	Approve Agreement for Special Contract Services with Valley Community Counseling to provide mental health services to Central Elementary, Kelly School, North School, Villalovoz Elementary and West High for the 2021-2022 School Year	97-100
13.2.17	Approve Agreement for Special Contract Services with MiraVia LLC to Provide Professional Development to Teacher-Leaders for the 2021-2022 and 2022-2023 School Years	101-110
13.2.18	Approve an Increase to the Master Contract (MC) for Special Contract Services with Residential School Charis Youth Center for the 2020-2021 School Year	111
13.2.19	Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2021-2022 School Year	112-117
13.2.20	Ratify Agreement for Contract Services Between Freedom Soul Media Education Initiatives and West High School for the 2020-2021 School Year	118-121
13.2.21	Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School for the 2021-2022 School Year	122-126
13.2.22	Approve Agreement for Contract Services with Sow A Seed to Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a virtual and voluntary, per the Substance Use Disorder Plan (SUDP) Tier 1 intervention, for a total of four (4) eight-week sessions during the 2021-2022 School Year	127-131

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment	132-134
13.3.2	Approve Classified, Certificated, and/or Management Employment	135-137
13.3.3	Approve Employment of 2021 Summer School Staff	138-142
13.3.4	Authorize the Declaration of Need for the 2021-2022 School Year	143-146
13.3.5	Approve a Variable Term Waiver for Special Education Teachers-Added Authorization in Special Education (AASE): Autism Spectrum	147-148
13.3.6	Approve Unpaid Social Work Student Affiliation and Practicum Placement Agreement with Eastern Washington University	149-155

- 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 2021-2022 Designation of CIF Representatives to League **156-158**

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

14.1.2 Adopt Resolution #20-20, Resolution Establishing the Student Activity Fund **159-160**

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

14.2 Educational Services:

14.2.1 Approve School Site Single Plans for Student Achievement and Site Budgets for the 2021-2022 School Year (Separate Cover Item) **161**

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

14.2.2 Approve the Purchase of the Reading Skills Intervention Program from the Santa Clara University Institute of Reading Development to Provide Targeted TUSD K-8 Students with Reading and Literacy Interventions during Summer of 2021 **162-166**

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 22, 2021

17.2 August 10, 2021

17.3 August 24, 2021

18. Upcoming Events:

18.1 August 9, 2021 First Day of School

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 25, 2021**

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

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

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

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

Closed Session: No action taken.

Minutes: **7. Approve Regular Minutes of May 11, 2021.**
Action: Erskine Alexander. **Vote:** Yes-6; No-0; Absent-1(Kaur)

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

Student Rep Reports: **8.** Video Presentations by Tracy High: Sophia Alejandre commented that after being the board rep for the past 2 years, today is her last update as she will be graduating. The month of May has been dedicated to seniors. There have been many senior events including a drive-in movie of High School Musical III, Future Friday and Senior Week, which was the best yet. They enjoyed donuts at sunrise, tailgate lunch and games, a belly-flopping contest and a senior sunset parade. These events have been special. It's been a different year, but everyone has made it memorable. She thanked the teachers for putting students first, the board members and the class of 2021. Go Bulldogs!

West High: Kaitlyn Durant and Gianna Uribe reported that it has been a busy month. Teachers have been putting in a lot of work so in appreciation, students held a small carnival for teachers to enjoy with games, photos, and tacos. They did not get a prom this year, but they planned an Alice in Wonderland themed Senior Formal Dinner with decorations, food, and games. They have to say goodbye to their senior athletes at the end of the season. There were several sports going on at the same time and had a fun time making posters. There were several

awards ceremonies, such as FFA, AVID, Drama, Music, SEA and the Bridge program. They also celebrated the ~~b~~iliteracy program and EL re-designation celebration. Finals will be this week. Seniors will have senior beach day on Friday. Students are looking forward to graduation.

Kimball High: Julian Steffens reported that students nominated quarantine royalty and held ~~a rock hunt~~. During May they observed teacher appreciation week and decorated ~~their doors~~. A virtual talent show was shown online. Senior sunrisc didn't happen this year. He reviewed the past year and events that students enjoyed.

Trustee Hoffert left the meeting at 7:03 p.m.
Trustee Hoffert returned to the meeting at 7:10 p.m.

Alternative Ed Campus: Aime Valencia Munoz reported that she is graduating this year. On May 26th they will have 2 graduation ceremonies to allow for social distancing. Students enjoyed a drive-thru event to get their caps, gowns, yard signs and burritos. They are excited for graduation. Staff is working to share vaccination updates to students and well as graduation news. The horticulture class built a greenhouse with grant funds and rebuilt old planter boxes. Students interested in transferring to the Alternative Education Campus must meet with their home school counselor to start the referral process. Duncan Russell started a mild to moderate special ed class and the Tracy Young Adult Program will have a drive-thru graduation on Wednesday at 6:00 p.m. at Venture Academy in Stockton.

Recognition & Presentations:

9.1 North School Presentation

Jose Jimenez, principal of North School and Susan Hawkins, assistant principal, presented a video on the 2020-2021 school year. Student presenters were Nathan Perez, Yalianni Horta and Alexa Barron from the AVID elective class. They talked about the demolition of buildings in preparation for their new campus. North administration made family home visits to over 100 families. Dr. Seuss stories were read to students and virtual competitions were held with students from other schools. One student, Lily A. Hill Lewis read over 1 million words. The modernization project is under way and they showed pictures of the progress. Teachers never had a year like this before while they learned to teach using Microsoft Teams, and students learned to login to class and submit work online all while their school was being rebuilt. Student were busy with STEM activities such as watching chemical reactions, feeling rocks and sand from Hawaii, learning about fault lines and earthquakes, animals and habitats and a meteorologist from KCRA presented weather patterns. North is AVID strong where they stress the importance of college and career. Every Thursday, students wear college gear and discuss their college and career plans. Students were excited to return to campus. Some learn in person and ~~others~~ learn from home. Students present information and teach to their peers. Students are provided with free food daily. They enjoy playing music and work with Officer Abs of the DARE program. The North School Parent Club held a fundraiser to purchase library books. Students became engineers and launched rockets on campus. Ezekiel Nava received the *Every Student Succeeds* award for overcoming many challenges this year. The new building is almost complete. Students are happy to have the building ready for the 2021-22 school year and having all classes on one campus together again.

Everyone is welcome to visit their new school in August.

9.2 West High AVID Program

A video was presented that showed the students of the West High AVID program holding signs saying where they will be going to college and the successes they have had this year. They thanked Ms. Williams for her guidance this year.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on San Joaquin County COVID19
Associate Superintendent of Educational Services, Ms. Julianna Stocking, presented a power point showing an update on COVID 19 in San Joaquin County. We are doing well progressing towards the orange tier. On June 15th we anticipate an announcement from the governor that we will be moving away from the tier system. It is good news that San Joaquin County is working together.

Hearing of Delegations

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

1. Ashley Fisher Library Tech MES; Diana Parrales Library Tech FES; Zoyla Patino Library Tech JES; Renee Riddle Library Tech KES; Corinne Vieira Library Tech PCES; Patti Foster Retired Library Tech TUSD; Jessica Anastasio 1st grade MES; Melissa Anguiano 5th grade PCES; Talitha Backman School Psychologist MES; Cecilia Bangayan 2/3 grade MES; Lisa Carmen 2nd grade MES; Emily DiGiulio 1st grade MES; Danille Faasisilia kinder MES; Leslie Garcia TK MES; Dina Graves 3rd grade MES; Nichelle James Para Educator MES; Allie Landon SLP MES; MaySue Lee 2nd grade MES; Ana McMath RSP Para MES; Gretta Mendez Para Educator MES; Shadee Morgan 2nd grade MES; Barbar Moser EL Para MES; Alicia Moya kinder MES; Miriam Navarro Attendance Clerk FES; Mary Pereria Attendance Clerk MES; Sandra Prestia 1st grade MES; Raney Shimizono 4/5 grade BES; Aine Silva 5th grade MES; Sam Tep 4th grade MES; Amy Valloton RSP MES; Tara Wilcox 4th grade MES; Angela Worden K/1 MES; Lupita Ventura-Rios School Secretary MES;

Good evening members of the Board:

We are writing you tonight to request that you give students and staff in TUSD full time access to their school Libraries, including time before and after school. As you know, the Libraries are currently closed on Mondays and only open 20 hours a week. This means that K-8 students might only be able to visit their school Library once or twice a month. In his recent press conference, Governor Newsom stated that California public schools will have more funding than they have had in the last 30 years. While adding Teacher Librarians to staff at school sites will be a great addition, the most cost-effective way to keep Libraries open is increasing Library Tech hours from 20 to 40 at K-8 and middle schools and to 35 at K-5 sites. Library Techs are fully capable of running safe, rich and engaging Library programs if they are given the time. Thank you for doing what is right for staff and students in TUSD.

2. Brandon Orman

Dear Board of Trustees. I am writing you on behalf of the concerned citizens of Tracy. I am disappointed with the lack of professionalism and respect being displayed at the T.U.S.D. Board meetings.

Two meetings ago some students made a presentation to the Board. It was obvious that they lacked the knowledge on how to approach a governing board. They were adversarial and controversial in their approach. Some of the Trustees took offense to this approach and let their frustrations show. I do not agree with the actions of either party.

However, this lacks in comparison with the actions demonstrated by Mr. Hoffert and Ms. Blanco at the last meeting. Their total disregard for professionalism, respect, and morals was on full display. Ms. Blanco's snarky comments show her true lack of character. Mr. Hoffert's attitude shown towards Dr. Pecot, Dr. Stephens, and other Trustees was appalling.

On numerous occasions we have heard Ms. Blanco and Mr. Hoffert speaking of transparency. Yet, Mr. Hoffert continually votes no without any logic or explanation. Ms. Blanco tries to play the part of being open and transparent but fails to explain why she voted no on Dr. Pecot.

Both of these Trustees did a disservice to the students, staff, and citizens of Tracy by voting no. We should be honored to have a person of integrity and character willing to lead our district.

I am hopeful that all of the Trustees will reflect on how they treat presenters, staff, and each other. It is time to start acting like leaders.

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: Items #13.1.1, 13.1.4, 13.1.5, 13.2.4, 13.2.5, 13.3.4, 13.3.5. Alexander, Erskine. Vote: Yes-6; No-0; Absent-1(Kaur) Action: Item 13.1.2. Erskine, Alexander. Vote: Yes-6; No-0; Absent-1(Kaur) Action: Item 13.1.3. Alexander, Erskine. Vote: Yes-6; No-0; Absent-1(Kaur) Action: Item 13.1.6 Erskine, Alexander. Vote: Yes-6; No-0; Absent-1(Kaur) Action: Item 13.2.1. Erskine, Alexander. Vote: Yes-6; No-0; Absent-1(Kaur) Action: Item 13.2.2 As amended. Erskine, Alexander. Vote: Yes-5; No-1(Hoffert); Absent-1(Kaur) Action: Item 13.2.3. Erskine, Alexander. Vote: Yes-6; No-0; Absent-1(Kaur) Action: Item 13.3.1. Erskine, Alexander. Vote: Yes-5; No-1(Hoffert); Absent-1(Kaur) Action: Item 13.3.2. Erskine, Alexander. Vote: Yes-5; No-0; Absent-2(Blanco, Kaur)

Trustee Blanco left the meeting at 7:59 p.m.
Trustee Blanco returned to the meeting at 8:06 p.m.

Action: Item 13.3.3. Erskine, Alexander.

Vote: Yes-4; No-1(Hoffert); Absent-2(Blanco, Kaur)

13.1 Administrative & Business Services:

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

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

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

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

13.1.5 Approve Payroll Reports (April, 2021)

13.1.6 Approve Revolving Cash Fund Report (April, 2021)

13.2 Educational Services:

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

13.2.2 Approve Agreement for Contract Services Between Houghton Mifflin
Harcourt and Monte Vista Middle School for the 2021-2022 School
Year

13.2.3 Approve Agreement for Contract Services between Nearpod, Inc. and
Monte Vista Middle School for the 2021-2022 School Year

13.2.4 Approve School Readiness Preschool Program Parent Handbook for
2021-2022 School Year (Separate Cover Item)

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

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

13.3.3 Approve a Variable Term Waiver for Administrative Services

13.3.4 Approve Paid Intern Education Administration Agreement with
Brandman University

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

Action Items:

14.1 Administrative & Business Services: None.

14.2 Educational Services:

- 14.2.1** Approve Agreement to Purchase and Access Digital Credit Recovery Course Licenses for the Summer 2021-2024 School Year
Action: Erskine, Alexander. **Vote:** Yes-6; No-0; Absent-1(Kaur)
- 14.2.2** Approve TUSD ESSER and Expanded Learning and Opportunities Grants Plan (Separate Cover Item)
Action: As amended. Erskine, Alexander. **Vote:** Yes-6; No-0; Absent-1(Kaur)

Board Reports:

Trustee Hoffert congratulated seniors who will be graduating. He wants to remind seniors and those heading off to college that it's important for seniors to remember that they have heard of others' experiences, based on their choices, not yours. He thinks they should remember what the former Governor, Arnold Schwarzenegger, said that when out partying or fooling around, there is someone getting smarter and stronger. Trustee Blanco watched the video from the April 27th meeting. She commented on California Penal Codes associated with sexual violence. She stated that Evidence Code Sec. 1034.5 addresses privileged communication and the criteria to be a sexual assault counselor. She also spoke of another code that requires that law enforcement must ask the victim if they would like a sexual assault counselor or advocate before being interviewed. We have county wide response process and she would appreciate if students knew their rights and they were abided by. On July 15th the Tracy Police Department will be giving a presentation on what training SROs receive in regard to these Penal Codes. She invited all to attend. She congratulated seniors and she's excited to see their graduation and next steps. She thanked everyone for surviving this year as it is been traumatic for everyone. Trustee Erskine congratulated our graduates. This is a beginning of a milestone to new phase in life. We have been impacted by COVID 19 and now will impact the world. She believes the students will be successful in all endeavors. She recommended for them to go to the 99 Cent Store and buy 3 cards: 1 for their teacher, 1 for a classified worker, and 1 for an administrator. It would be nice to also get a thank you card for your parents. She would like them to remember to honor themselves and others. Honor is a high virtue and will cause you to be rewarded. She hopes everyone enjoys their summer. Trustee Alexander congratulated the seniors of 2021 and the parents. He wishes them well in their endeavors and that they use education to become leaders and a voice for change. Trustee Souza congratulated the seniors. It has been a tough year and they should enjoy walking across that stage. She appreciates Ana speaking out the 40-hour class. She has taken it as well. Her words have been twisted and wanted to state that she was never not in favor of mental health support or counselors. Prior to meeting, the group spoke with some board members and were promised that mental health would be on the list. They kept talking about SROs when they should have been talking about mental health and sexual assault. She wanted to make that clear. She reached out to the group and they didn't want to talk to her. She is always willing to have a meeting. She was also glad to have a unanimous vote for the ESSER funding especially since June 1st is the deadline. Trustee Abercrombie congratulated everyone for getting through this school year. He hopes to be back to normal August 9th and be mask free and students are able to meet teachers face-to-face.

Superintendent Report:

Dr. Stephens commented that the Class of 2021 experienced something that no one in this room or grandparents or parents experienced. They may be the most prepared class that this district has sent out into this world. They are to be

honored. He thanked Dr. Pecot, Ms. Stocking, cabinet, TEA and CSEA for putting together the learning loss plan. It took a lot of work and communication. It doesn't happen overnight, and it took weeks to put it together and he appreciates that. The county will be giving vaccines tomorrow at 2:00 at West High for those 12 years and older. Last time we had about 504 get it which was the largest event in the past several weeks and we hope we can do even better.

Adjourn: 8:50

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: May 24, 2021
SUBJECT: **Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement
 - Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2021.
- The LCAP must include a budget overview for families.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2021-2022. This information is being shared in advance of the required Public Hearing which will occur later in this Board Meeting. The purpose of the public hearing is to solicit further and final recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Robert Pecot, Associate Superintendent of Educational Services
DATE: May 24, 2021
SUBJECT: **Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS), Associated Expenditures, and the Budget Overview for Families**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement
 - Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2021.
- The LCAP must include a budget overview for families.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2021-2022. This information is being shared in advance of the required Public Hearing which will occur later in this Board Meeting. The purpose of the public hearing is to solicit further and final recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TISCS, Associated Expenditures, and the Budget Overview for Families.

Prepared by: Mary Petty, Director of Student Services & Principal, TISCS



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: May 28, 2021
SUBJECT: Receive Report on the 2021-2022 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

(1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.

(2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review....

(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:

(i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

(ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.

(iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that

the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

(c) The county superintendent of schools shall do all of the following:

Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria.

(2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.

42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.

District Policy 3100, Budget states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

RATIONALE: In January of 2021, Governor Newsom proposed the California State Budget for 2021-22. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in early May, but the budget itself has not yet been adopted by the California Legislature, but is not likely to change in any significant way.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the

requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2020-2021 school year is projected to be adequate to meet the planning obligation for the 2021-22, the 2022-23, and the 2023-24 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Receive Report on the 2021-2022 Annual School District Budget.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: May 25, 2021
SUBJECT: Conduct a Public Hearing to Solicit Recommendations and Comments
Regarding the Proposed 2021-22 School District Budget

BACKGROUND: Effective January 1, 2017, California Education Codes 42103 & 42126 require that on or before July 1 of each year, the governing board of each school district shall hold a public hearing on the proposed budget for the subsequent fiscal year. The public hearing shall take place in a school district facility, or some other place conveniently accessible to the residents of the school district, and the agenda for that hearing shall be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection. The proposed budget shall show expenditures, cash balances, and all revenues, and shall also include an estimate of those figures, unaudited, for the preceding fiscal year.

RATIONALE: This public hearing is scheduled to fulfill the requirements of California Education Codes 42103 & 42126, and is in conjunction with an information item in which projected expenditures, cash balances, and revenues will be presented.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2021-22 School District Budget.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 21, 2021
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
JUNE 8, 2021
SUMMARY OF SERVICES**

A. Vendor: Houghton Mifflin Harcourt (Scholastic iRead)
Sites: District-wide
Item: iRead Annual Subscription - Renewal
Services: Online intensive intervention software for all District K-2 students. Use of this software Program is intended to work towards the District LCAP goal of having all students reading at grade level by the third grade. Subscription includes unlimited K-2 student licenses, 150 teacher licenses, and 1 professional development training day for new teachers.
Cost: \$ 72,300.00
Project Funding: Expanded Learning Opportunity Grant

B. Vendor: School Services of California, Inc.
Sites: 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 services.
Cost: \$ 4,080.00
Project Funding: General Fund

C. Vendor: Transfinder
Sites: Transportation Department
Item: Software License & Hosting Agreement – 3 Year Agreement (expires 4/10/23)
Services: Transfinder is a bus routing software system which includes a scheduling system, route analysis, cost calculations and satellite imagery.
Cost: \$ 14,200.00
Project Funding: General Fund/Transportation

D. Vendor: Ingenium
Sites: District-wide
Item: Open Purchase Order
Services: Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health.
Cost: < \$ 30,000.00
Project Funding: General Fund/Environmental Compliance

E. Vendor: Stericycle
Sites: District-wide
Item: Five Year Agreement (expires 5/23/23)
Services: Hazardous drug and phlebotomy sharps container disposal.
Cost: < \$ 11,500.00
Project Funding: General Fund/Health Services

F. Vendor: Special Project for Utility Rate Reduction (SPURR)
Sites: District-wide
Item: Five Year Agreement (expires 6/30/24)
Services: SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.
Cost: < \$ 300,000.00
Project Funding: General Fund

G. Vendor: Synovia Solutions
Sites: Transportation Department
Item: Five Year Agreement (expires 7/1/23)
Services: Software licensing for GPS bus tracking and Child Safety Check System as required per SB1072.
Cost: \$ 33,696.00 annually
Project Funding: General Fund/Transportation

H. Vendor: San Joaquin County Office of Education
Sites: District-wide
Item: Three Year Agreement (expires 6/30/22)
Services: SJCOE will provide participating Districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours per fiscal year.
Cost: Cost is based on District participation < \$3,000.00. Additional fees are accrued in the event the participating Districts cumulative service hours exceed 100 hours per fiscal year at a rate of \$300.00 for the first hour of each call and \$100.00 per hour thereafter.
Project Funding: General Fund

I. Vendor: City of Tracy
Sites: District-wide
Item: Police Service Agreement – Five Year Agreement (expires 7/1/23)
Services: The District will continue to provide increased safety at its public schools by utilizing three Tracy City Police Department officers as School Resource Officers.

Cost: The District will compensate the City at one-half the rate of pay for each SRO per the Tracy Police Officer's Association MOU. Not to exceed \$250,000.00.
Project Funding: General Fund

J. Vendor: School Innovations & Achievement, Inc.
Sites: District-wide
Item: Three Year Agreement (expires 6/30/23)
Services: Compilation and preparation of the School Accountability Report Cards (SARC), as required by the California Education Code Section 35160, for the 2019/20, 2020/21, and 2021/22 school years.
Cost: \$21,500.00 annually
Project Funding: General Fund

K. Vendor: University of California, Berkeley School of Optometry
Sites: District-wide
Item: Contract
Services: Modified clinical technique vision screenings provided per state mandates.
Cost: \$4.00 per student, not to exceed \$9,500.00
Project Funding: General Fund/Health Services

L. Vendor: Cooperative Strategies
Sites: District-wide
Item: Five Year Agreement (expires 12/6/23)
Services: Cooperative Strategies will grant access to their web based myschoolLOCATION software to be used by District personnel and the community to easily identify and match the student home address to their appropriate zoned school location.
Cost: \$689.00 annually
Project Funding: General Fund/Student Services

M. Vendor: Eide Bailly LLP
Sites: District-wide
Item: Three Year Agreement (expires 1/24/23)
Services: Audit financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of TUSD as of and for the year ending June 30, 2020, 2021, and 2022.
Cost: \$47,500.00, \$49,500, and \$50,000 respectively
Project Funding: General Fund

N. Vendor:	Wallace-Kuhl
Sites:	District-wide (14 campus locations)
Item:	Testing and Inspections Services
Services:	Includes inspections and testing of earthwork; foundation concrete and rebar; and concrete achores as required by the project document, as well as preparation fo Div. of the State Archited (DSA) required documentation.
Cost:	\$140,600.00
Project Funding:	General Fund

O. Vendor:	Wallace-Kuhl
Sites:	District-wide (14 campus locations)
Item:	Geo Technical Eng. Services
Services:	Lab review of all soils sampling needing to comply with both state and county environmental project documentation, as well as providing utility GPR and CPUC clearances.
Cost:	\$55,000.00
Project Funding:	General Fund



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 21, 2021
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

BACKGROUND: In order to assist the various school sites and departments in the District with the continued effort to enhance the educational, technological, health, and environmental needs of our students and staff, the following funds, materials, and/or equipment are to be considered for acceptance as donations:

Tracy Unified School District:

1. Tracy Unified School District: From Lawrence Livermore National Laboratory (LLNL) for the amount of \$5,000.00 (ck. #919193). This donation was presented by LLNL for the advancement of STEM activities. It will be used towards the Girls Who Code program at the high school level.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From the Kimball High School Athletic Booster Club for the amount of \$10,000.00 (ck. #5976). This donation will be used towards the purchase of new football uniforms.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Amanda Preston-Nelson and Steven Nelson for the amount of \$500.00 (ck. #1329). This donation is a contribution to the Preston-Nelson Scholarship for the 2020-2021 school year.
2. Tracy Unified School District/Tracy High School: From Starr Danielle Gonzales and POD Ricardo Coria for the amount of \$800.00 (ck. #0002650033). This donation is a contribution to the Raymond Butch Gonzales Scholarship for the 2020-2021 school year.

RATIONALE: Acceptance is recommended in order to meet the District's strategic goals and to enhance and benefit the educational experiences of the students of the Tracy Unified School District. This agenda item meets Strategic Goal #2 – Create a quality and effective learning environment for all students.

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 8, 2021
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year**

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

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

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

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year.

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



2020/2021 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Hirsch Elementary PTO		<i>Current</i>
Freiler Staff Parent Association		<i>Current</i>
George Kelly Parent Faculty Alliance		<i>Current</i>
Jacobson Staff Parent Association		<i>Current</i>
Jaguar Theatre Booster Club		<i>Current</i>
Kimball High School Athletic Booster Club		<i>Current</i>
Kimball High School Music Boosters, Inc		<i>Current</i>
Kimball High School PTSA		<i>Current</i>
North School Parent Club		<i>Current</i>
Poet Christian PTSA		<i>Current</i>
South/West Park Parent Club		<i>Current</i>
Tracy High Baseball Boosters, Inc		<i>Current</i>
Tracy High Bulldog Band Booster Club		<i>Current</i>
Tracy High School Football Boosters		<i>Current</i>
Tracy High Softball Booster Club		<i>Current</i>
THS Volleyball Booster Club		<i>Current</i>
Villalovoz PFC		<i>Current</i>
WHS - Homefield Advantange Athletic Booster Club		<i>Current</i>
West High Science Boosters		<i>Current</i>

Revised 5/30/21



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 20, 2021
SUBJECT: **Approve Agreement for Special Contract Services with KinderLab Robotics to Provide Professional Development to PreK-Grade 1 Teachers in the 2021-2022 School Year**

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. It ensures that every TUSD student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in STEM learning.

TUSD has purchased devices, called Kibo, from KinderLab Robotics, that support early childhood computer science learning. These devices, developed with a grant from the National Science Foundation, teach programming without the use of screens and can be used for teaching across all content areas. For the 2021-22 roll out of these devices in Pre-Kindergarten, Transitional Kindergarten, Kindergarten, and Grade 1 classrooms, KinderLab Robotics will provide one day of training for PreK-1 teachers, 15 teachers a day over five days. In addition, Kinderlab Robotics will train TUSD Teachers on Special Assignment (TOSAs) in the Professional Learning and Curriculum Department to be Kibo Trainers in and for TUSD.

RATIONALE: TUSD's STEM EIR award from US Ed requires the teaching of engineering and computer science from PreK through Grade 12. KinderLab Robotics' Kibo is a state-of-the-art computing device for children ages three through seven that supports teaching of science and engineering, computer science, and also language, mathematics, social studies, the arts, and social and emotional learning. With the one-day KinderLab Robotics training, TUSD teachers will have strong support for planning lessons with and using the Kibo devices. With TOSAs training as trainers, TUSD can continue to support teachers use of the Kibo devices for students' learning throughout the school year.

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

FUNDING: The total cost for the KinderLab Robotics training is not to exceed \$16,725 and will be paid by TUSD's US Ed STEM EIR Award #U411C180223.

RECOMMENDATION: Approve Agreement for Special Contract Services with KinderLab Robotics to Provide Professional Development to PreK-Grade 1 Teachers in the 2021-2022 School Year.

Prepared by: Debra Schneider, Director of Instructional Media Services and Curriculum.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and KinderLab Robotics, 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 two days of training for TUSD TOSAs to be district trainers for PreK, TK, K and Gr 1 teachers using Kibo devices; provide 5 days of training for TUSD PreK, TK, K, and Gr 1 teachers in the use of Kibo devices to support integrated STEM and SEL instruction for our students in grades PreK - 1.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 7 () [] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD IMC.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$16,725.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$_____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on June 9, 2021, and shall terminate on September 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, Debra Schneider, at (209) 830-3252 x 1354 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:

 21 May 2021 Director
Contractor Signature Title

IRS Identification Number
Director of Curriculum and Training

Title
KinderLab Robotics, Inc.

Address
7 Sun St

Waltham, MA 02453

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2021
SUBJECT: Approve the Annual District Title III Plan for the 2021-2022 School Year

BACKGROUND: With the adoption of the Every Student Succeeds Act, the District Title III Plan is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of Every Student Succeeds Act (ESSA) as they relate to the education of designated English Language Learners and Immigrant Students.

The purpose of the Title III Language Instruction for English Learners and Immigrant Students Plan is to ensure that all English Learners attain English Language Proficiency (ELP), develop high levels of academic attainment in English, and meet the same challenging State academic standards as all other students. An LEA must use Title III funds to supplement State language instruction educational programs, designed to assist English Learners' achievement goals. The state educational agency, LEAs, and schools are accountable for increasing the English proficiency and core academic content knowledge of English Learner students. Each year the District is required to complete the Annual Title III Local Plan outlining how the District will provide effective professional development specific to English Learners, implement effective programs beyond the core curriculum, ensure English Proficiency and academic achievement, and promote parent and family engagement in the education of English Learners.

RATIONALE: The local Governing Board is required to approve the Local Control Accountability Plan (LCAP) for the 2021-2024 school years on or before June 30, 2021. In combination with the LCAP and the Consolidated Application, and with the approval of this Title III Plan, Tracy Unified School District will have met the Title III Plan requirements of ESSA of the Federal Local Education Agency Plan Requirements. The Title III Plan is to be submitted to the California Department of Education no later than July 1, 2021 and must be approved by the Local Governing Board. The Annual District Title III Plan is included here under separate cover for review. This Agenda Item supports District Strategic Goals #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to this Agenda Item. However, all actions included in, and related to the Title III Plan will be paid for out of District Title III Funds.

RECOMMENDATION: Approve the Annual District Title III Plan for the 2021-2022 School Year.

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

Annual Title III Local Plan Update Template

All English learners will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in Reading/Language Arts and Mathematics.

LEA Name: Tracy Joint Unified School District

CDS Code: 39 75499 0000000

Fiscal Year: 2021-2022

Plan to Provide Services for English Learner (EL) Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How will the LEA:	Persons Involved/Timeline (Optional)
<p>Provide effective professional development</p> <p>TUSD will be using Title III funds to provide supplemental ELD professional learning:</p> <ul style="list-style-type: none"> • To ELD teachers on the following instructional practices: Interactive Read Aloud and Text Reconstruction/Deconstruction. In addition, teachers will be trained on the strategies: Academic Conversations and Close Reading. • To ELD teachers on Connecting ELPAC Task Types to Classroom Instruction in order to support students with the four domains of language: Speaking, listening, reading, and writing. • To EL paraprofessionals on CA ELD Standards and Instructional Strategies to support English Learners and EL specific interventions. 	
<p>Implement effective programs and activities</p> <p>TUSD will continue to use Title III funds to fund a partial EL Program Coordinator who will provide additional services to EL students and parents, as well as coaching to teachers at sites with high EL populations. We will also continue to fund a Long-Term English Learner Counselor in order to provide supplemental support and resources to EL students and families. Supports include monthly language and academic goal setting, ongoing data chats, working with teachers to support LTEL student needs, and additional assistance with school resources such as, eligibility, progress toward language proficiency, a-g requirements, and high school graduation requirements. In addition, the LTEL counselor will provide just-in-time support such as student and parent workshops which provide strategies and awareness of language development for long term English Learner students.</p>	

How will the LEA:	Persons Involved/Timeline (Optional)
<p>Ensure English proficiency and academic achievement</p> <p>School sites are held accountable for meeting English acquisition progress for English Learners by administering common Summative Grade Level Unit Assessments to all students in English Language Arts and Mathematics. In addition, the sites are administering a diagnostic assessment three time per year to see how the students are progressing throughout the year. The data reports that are analyzed include: All students' performance and disaggregated reports for English Learners. Site teams will look at grade level standards unit assessment data reports in ELA, and Math in conjunction with SBAC and ELPAC data. The data will then be analyzed in grade level/department Professional Learning Communities. Teams discuss student progress on grade level standards and progress toward site Single Plan for Student Achievement (SPSA) goals, as well as gaps in achievement which will need to be addressed. Each team then meets in PLCs to plan and discuss targeted differentiation and intervention to address the skills in which English Learners need to improve. The data is input on district EL monitoring forms and Recommendation for Reclassification forms to monitor and respond to EL progress toward language proficiency. In addition, all site administrators and Site EL Coordinators implement the Tracy Unified School District EL Master Plan, which outlines all tasks with associated timelines regarding EL program placement, reclassification, EL monitoring, and EL accountability.</p>	
<p>Promote parent, family, and community engagement in the education of English learners</p> <p>TUSD uses Title III funds to provide EL parents the opportunity to participate in California Association of Bilingual Education (CABE) workshops and the CABE annual conference. In addition, EL parents will be provided the following workshops, on topics which they have requested: ELPAC, reclassification, Social Emotional Learning, district wide data, STEM/ELA/Math events, Mental Health Family Workshops, Latino Literacy Project Workshops, and Parent ESL classes.</p>	

Other Authorized Activities

LEAs receiving or planning to receive Title III EL funding may include authorized activities*

*Please see the California Department of Education Title III Authorized Cost web page (<https://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp>) for a list of authorized EL activities.

Describe all authorized activities chosen by LEA relating to: Supplementary services as part of the language instruction program for English learners.	Persons Involved/Timeline (Optional)
While the District provides tutoring for all students, Title III funds will be used to provide additional tutoring before and after school for English Learners.	

Plan to Provide Services for Immigrant Students

Please complete the table below if the LEA is receiving or planning to receive Title III immigrant funding*

*Please see the California Department of Education Title III Authorized Cost web page (<https://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp>) for a list of authorized immigrant activities.

Describe all authorized activities chosen by LEA relating to: Enhanced instructional opportunities for immigrant children and youth.	Persons Involved/Timeline (Optional)
TUSD will use Title III funds to provide a Summer English Learner Academy for newcomer immigrant English Learner students which provides additional support in language acquisition.	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 12, 2021
SUBJECT: Approve Agreement for Contract Services Between Boys & Girls Clubs of Tracy and Central School for the 2021 - 2022 School Year

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Central School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Central School for several years. Due to the success of the program Central School staff would like to continue our association with the Boys and Girls Club at Central School as they provide after school services that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Central School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: The total amount will not exceed \$3,000. The cost will be paid from Site Title I Categorical Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Boys & Girls Clubs of Tracy and Central School for the 2021 - 2022 School Year.

Prepared by: Nancy Morgan Link, Principal, Central 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 and 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: Provide activities, tutoring, reading and mentoring programs for all students. Supplies for these programs are also needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/week () | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$3,000 per | **HOUR** | | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$3,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a | ☒ **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 1, 2021, and shall terminate on June 30, 2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Nancy Morgan Link, at (²⁰⁹) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [☒] **WILL** | [☐] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

 CEO
Contractor Signature Title

CEO
IRS Identification Number

753 W. Lowell Ave.
Title

Tracy, CA 95376
Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 26, 2021
SUBJECT: **Approve On-Site Training for fifteen Art Freiler School Staff and fifteen Hirsch Elementary School Staff for Kagan Cooperative Learning Workshop on July 26-28, 2021**

BACKGROUND: The Kagan Cooperative Learning, Kagan Structures for Engagement and Achievement, 3-day workshop provides teachers with the tools to create full student engagement with Kagan Structures – simple yet powerful cooperative learning instructional strategies. Classrooms that implement Kagan structures have fewer discipline problems. Because the structures are so cooperative and interactive, they work wonders for students’ social skills and language development. This on-site workshop will be held at Art Freiler School.

RATIONALE: This Agenda item supports 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: Total cost for the 3-day workshop not to exceed \$12,000 for the fifteen Art Freiler staff members. Funding will be provided by Title I funds. Fifteen staff members from Hirsch Elementary to also attend this event at the per participant rate using Hirsch MAA funds not to exceed \$8,200. Per Kagan Publishing, Hirsch will be billed via invoice after the event.

RECOMMENDATION: Approve On-Site Training for fifteen Art Freiler School Staff and fifteen Hirsch Elementary School Staff for Kagan Cooperative Learning Workshop on July 26-28, 2021.

Prepared by: Mr. Stephen Theall, Principal, Art Freiler 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 Kagan Professional Development, 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: On-site training for staff members of Art Freiler School and Hirsch Elementary School for Kagan Cooperative Learning workshop on July 26-28, 2021.

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 three () [] HOURS [X] DAYS, under the terms of this agreement at the following location Art Freiler School.

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

- a. District shall pay \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$20,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [X] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$750 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 26, 2021, and shall terminate on July 28, 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, Stephen Theall, at (209) 830-3309 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

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 20, 2021
RE: **Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2021-2022 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connection families, schools, and community as partners to advance the education of every child through parent engagement. Their vision is to create a community in which parents and educators collaborate to transform every child's educational environment, both at home and at school, so that children can achieve their greatest academic potential.

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Monte Vista Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall pay a flat fee of \$10,000 for the signature program in English and Spanish. The funding source will come from the Expanded Learning Opportunity Grant.

RECOMMENDATION: Approve agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2021-2022 School Year.

Prepared by: Dr. Barbara Silver, Monte Vista Middle School Principal.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Parent Training Course for the parents and students enrolled
at Monte Vista Middle School. The training is designed to develop skills and techniques which will enable parents to address the educational needs
of their school-age children.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Zoom/Monte Vista.

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

- a. District shall pay \$ 10,000.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September, 14th, 2021, and shall terminate on November 2nd, 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, Gillian Bradley, at (209) 830 3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Gabriela Rios Executive Director
Contractor Signature Title

Parent Institute for Quality Ed.
IRS Identification Number

3641 Mitchell Rd. St. #
Title

Ceres CA 95307
Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 19, 2021
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education – California Preschool Instructional Network (CPIN)

BACKGROUND: The California Preschool Instructional Network (CPIN) is brought to you by the California Department of Education, Early Learning and Care Division in collaboration with the Center for Child and Family Studies at WestEd and the California County Superintendents Educational Services Association (CCSESA). CPIN provides high quality professional development for preschool administrators and teachers highlighting current research-based information, resources, and effective instructional practices which are focused on preparing children to flourish in early childhood and succeed in elementary school and beyond.

RATIONALE: Preschool teachers will delve into the California Department of Education's Best Practices for Planning Curriculum for Young Children: *The Preschool English Learners Guide*. Teachers will learn about recommended literacy practices for dual language learners and best practices for developing writing in the English language. The information and strategies shared will allow Preschool teachers to align their curriculum to the Preschool Foundations and Frameworks. The CPIN trainers provided by the San Joaquin County Office of Education (Katy Down Stroh and Olivia Ortiz) are experts in providing strategies that are aligned to preschoolers' development. This agenda item supports 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: The cost for this training and support is \$1,650. and will be paid out of First 5 Building Literacy Together and Raising Quality Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education - California Preschool Instructional Network (CPIN).

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education- California Preschool Instructional Network (CPIN), 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 three half days (3.5 hours a day) of training on September 20, 2021, January 24 and March 14, 2022, for Preschool teachers. The CPIN training sessions that will be provided to teachers will be: "Preschool English Learners Guide, Recommended Literacy Practice for Dual Language Learners, and English Language Development: Writing." CPIN will provide and prep training materials (copies, books).

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 three half days (3.5 hours) () [] HOURS [X] DAYS, under the terms of this agreement at the following location Virtual and TUSD.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 50 Per Participant per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 1,650.00. 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 [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 1, 2021, and shall terminate on May 27, 2022.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3275 ext 1507 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

01-9015-0-7110-2140-5800-430-2726, 12-6127-0-7110-2140-5800-400-3002 & 12-6127-0-7110-2140-5800-340-3002

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



May 6, 2021

Tracy Unified School District (TUSD)
Staff Development Training for TUSD Preschool Staff

Topics:	Preschool English Learners Guide Recommended Literacy Practices for Dual Language Learners- Ch. 8 English Language Development Writing
Dates:	September 20, 2021 January 24, 2022 March 14, 2022
Time:	8:30 am- 12:00 pm
# of participants:	11
Cost (11 x \$50 per participant) includes: trainer fees, materials/supplies needed, planning, prep and travel	\$550.00
Proposed Cost to TUSD per training:	\$ 550.00
Total Cost for 3 trainings:	\$ 1,650.00

As a program of the Early Childhood Education Department at San Joaquin County Office of Education, The California Preschool Instructional Network (CPIN) program provides evidence-based resources for early educators in the areas of social-emotional development, language and literacy, English language development, mathematics, visual and performing arts, physical development, health, history-social science and science.

CPIN offers professional development and networking opportunities based on California Department of Education publications, such as:

- *California Preschool Learning Foundations*
- *California Preschool Curriculum Frameworks*
- *Preschool English Learner Resource Guide*
- *Inclusion Works! Creating Child Care Programs that Promote Belonging for Children with Disabilities*

Delta Sierra Region



CALIFORNIA PRESCHOOL INSTRUCTIONAL NETWORKS

EDUCATE • INNOVATE • INSPIRE



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Contract Services Between Axis Community Health and Bohn Elementary, Poet-Christian School, and Monte Vista Middle School for the 2021-2022 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers 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, and Bohn Elementary. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 \$199,800.00. Services will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Axis Community Health and Bohn Elementary, Poet-Christian School, and Monte Vista Middle School for the 2021-2022 School Year.

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



Memorandum of Understanding

Mental Health Counseling Services
in the Tracy Unified School District (TUSD)
Provided by Axis Community Health
2021-2022 School Year

Axis Community Health (Axis) will collaborate with the Tracy Unified School District (TUSD) in the provision of counseling services for students.

Axis will provide the following:

- Recruit and engage the services of post-masters/post-doctorate level interns, or licensed therapists, as Axis determines or has available. Axis staff will perform individual counseling services; as applicable, services may also include group or family services.
- Should interns be utilized for this position, Axis will provide ongoing clinical supervision of the intern/trainees working at each site as mandated through regulatory agencies in compliance with all applicable laws and regulations for supervision requirements. All interns will be registered with their corresponding regulatory board and supervisory services will be provided by licensed clinical staff. Supervision will occur at an Axis location.
- Axis staff are hired at will and requested to give four-week notice before leaving the organization; however, Axis has no control over staff members who choose to leave their position earlier. In the event of the departure of an intern/counselor, Axis will make every effort to fill the position as quickly as possible; however, Axis reserves the right to suspend services until the position can be filled.
- The Axis staff assigned to each school will complete an initial checklist at each school location in order to confirm processes for emergencies, essential contacts and other related programmatic details. Axis mental health staff will also follow internal Axis policies and procedures regarding safety and will take necessary precautions as appropriate.
- Axis staff will meet with designated school site personnel for 30 minutes twice a month to receive referrals and to ensure ongoing communication regarding program services.
- Axis mental health staff will be responsible for upholding all mandated reporting laws, to include suspicion of child abuse, elder abuse and/or serious threat of injury to a student or another identified individual. Parents will also be informed of these laws in the intake packet and will be required to give permission for students to participate in the counseling program before services begin. Parents will also receive written information regarding mandated reporting requirements and the reporting of safety-related issues.

- Axis will obtain a Release of Information for all students treated to allow Axis to be in contact with the TUSD as clinically appropriate. Axis will provide chart information to TUSD as clinically appropriate.
- Electronic files will be maintained for each student in Axis' electronic records system for each student who receives services. All records will be conducted and maintained in a manner consistent with Axis' internal policies and procedures. During intake, students and parents will complete consents necessary and will be notified that their records will be kept in electronic form on the EPIC platform.
- Counseling services will be provided as funded by TUSD at the rate of \$60/hour of service for individual or group visits.
 - Services will be provided at the following schools as designated by TUSD:
 - Poet Elementary – 5 days per week
 - Monte Vista Middle School – 5 days per week
 - Bohn Elementary – 5 days per week
 - 6 hours of service per day will be provided. Travel time is included in the current hourly rate. Services will be provided on days that school is in session and will continue throughout the school year. Services will cease when school is closed for the holidays and over the summer (approximately 32 weeks of service pending staff availability and school need).
 - While schools are expected to be fully open for the school year, there is a possibility that remote services will need to be utilized again depending on the status of the COVID-19 pandemic. These determinations will be made based upon the direction of TUSD and also approval by Axis Chief Medical Officer.
- Axis will send a monthly invoice and also a report of services to TUSD:
 - Axis will invoice up to the max allotment per year.
 - Monthly report of services will be sent via secure email (share file). This will include the following information:
 - Students full name and presenting concern – upon ensuring that a release of information has been completed
 - Number of sessions provided in that month
 - Type of treatment provided (i.e. group or individual).

Deidre Hill-Valdivia, EdD
 Coordinator of Prevention Services
 1975 Lowell Ave.
 Tracy, CA 95376

- Axis contacts are:

Dr. Lauren Phillips, PhD
 Director of School Counseling Services
 925-201-3182
lphillips@axishealth.org

Dr. Jennifer Penney, PsyD
 Chief of Behavioral Health
 925-249-3151
jpenney@axishealth.org

TUSD will provide the following:

- A designated room at each school site for counseling services; this room must be in a location that allows for privacy and confidentiality during counseling sessions. Should Axis staff feel unsafe or uncomfortable conducting sessions in the room provided they will notify the school contact person and request another room if necessary.
- A designated contact person(s) at each school and/or on behalf of TUSD who is available to provide information and direction regarding program components which include dates, times, and locations of services, referrals to the service and other pertinent program information. In addition, this contact person will be responsible for ensuring that students have permission/passes to leave class, and that Axis staff is informed in advance of any changes in school schedules.
- Promotion of the Axis programs by letting the students, families, and school officials know that the service is available.
- Assistance in obtaining all necessary program consents from students, parents/guardians, and others as may be required.
- Payment for services provided as detailed below:
 - Mental Health Services – 90 hours per week for 32 weeks @ \$60/hour = \$172,800/year

Both Axis and TUSD will:

Procure and maintain insurance during the term of this Agreement in the amounts and under the minimum indicated limits required by law against claims that may arise from or in connection with this agreement and performance of the activities. The insurance limits will, at a minimum, be as follows:

Professional Liability / Malpractice Insurance,	\$1,000,000 per claim; \$3,000,000 aggregate
Abuse or Molestation Coverage	\$1,000,000 limit
Commercial General Liability	\$500,000 per occurrence; \$1,000,000 aggregate
Automobile Liability, Any Auto,	\$500,000 per occurrence; \$1,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law \$1,000,000
Excess / Umbrella Liability Coverage	\$3,000,000

Dr. Rob Pecot
Associate Superintendent of Business Services
Tracy Unified School District

Sue Compton
Chief Executive Officer
Axis Community Health

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 school-based mental health services during the 2021-2022 school year to the following school sites: Poet-Christian School (5 days @ 30 hrs/week); Monte Vista Middle School (5 days @ 30hrs/week); and Bohn Elementary School at (5 days @ 30 hrs/week). Submit a monthly Mental Health Referral Log and Student Logs with 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 3330 () [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 \$199,800.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022.

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

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

See Envelope CEO
Contractor Signature Title

IRS Identification Number
Axis Community Health
Title
5925 W. Las Positas Blvd.
Address
Pleasanton, CA 94588

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin County Public Health, for the 2021-2022 School Year

BACKGROUND: Tracy Unified School District (TUSD) and District's LCAP Parent Engagement goal supports the offerings of parenting classes and parent outreach workshops.

RATIONALE: There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. The San Joaquin County Public Health will provide CalFresh Healthy Living curricula that focuses on basic nutrition and mindfulness activities. This service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff; Priority 3) Parent Engagement.

FUNDING: CalFresh Healthy Living, San Joaquin Public Health, provides this service at no cost to the District.

RECOMMENDATION: Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin Public Health, for the 2021-2021 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 CalFresh Healthy Living, San Joaquin County Public 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: To virtually engage parents in workshops that focus on basic nutrition and mindfulness activities for the 2021-22 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 1 - 1.5 () [X] HOURS [] DAYS, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per [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, 2021, and shall terminate on June 30, 2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 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 [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2021-2022 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. For over 70 years, Catholic Charities of the Diocese of Stockton has provided social services to San Joaquin County and neighboring counties. They create services that support families and enhance communities regardless of race, age, or religion.

RATIONALE: There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Catholic Charities of the Diocese of Stockton provides this service at no-cost to the district.

RECOMMENDATION: Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2021-2022 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 Catholic Charities of the Diocese of Stockton, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To provide Nurturing Parenting Program virtual workshops intended to empower parents with new knowledge, beliefs, strategies and skills in parenting for the 2021-22 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 1-1.5 () **[X] HOURS [] DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$ 0.00 per **[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, 2021, and shall terminate on June 30, 2022.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 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: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Contract Services Between Child Abuse Prevention Council and Duncan-Russel/Stein Continuation, Kimball High School, Tracy High School, and West High School for the 2021-2022 School Year

BACKGROUND: In compliance of AB 1767, 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 Yellow Ribbon Campaign and Safe Talk, and Depression Group Counseling. TUSD will renew CAPC services for the 2021-22 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 LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 Contract Services Between Child Abuse Prevention Council and Duncan-Russel/Stein Continuation, Kimball High School, Tracy High School, and West High School for the 2021-2022 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 2021-22 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: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2021-2022 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. The Citizens Academy of Tracy Police Department has an existing partnership with TUSD schools and would like to expand district-wide.

RATIONALE: There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. The Citizens Academy, Tracy Police Department provides an in-depth view into various areas of law enforcement. It is a free educational and informative program that gives citizens the opportunity to learn about the role of law enforcement in the City of Tracy. At the conclusion of the Citizens Academy, graduates will receive a certificate of completion. It is their goal that upon completion of the course, graduates will partner with the Tracy Police Department by joining the Volunteers in Police Service (VIPS). This service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Citizens Academy, Tracy Police Department, provides this service at no cost to the district.

RECOMMENDATION: Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2021-2022 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 Citizens Academy, Tracy Police Department, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To virtually engage the community and provide an in-depth view into various areas
areas of law enforcement for the 2021-22 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 1 - 1.5 () **[X] HOURS [] DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per **[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, 2021, and shall terminate on June 30, 2022.

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

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

Rev. 06.23.16

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Contract Services Between Community Medical Center and Duncan-Russel/Stein Continuation, Art Freiler, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2021-2022 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers 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 Center to provide school-based mental health counseling to nine (9) school sites: Duncan-Russel/Stein Continuation High, Freiler School, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 Center services will not exceed \$599,400.00. Services will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Community Medical Center and Duncan-Russel/Stein Continuation, Art Freiler, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2021-2022 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, Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Provide schoolbased mental health services during the 2021-22 school year to the following school sites: Duncan-Russell/Stein Continuation High ; Freiler School ; Hirsch Elementary; Jacobson Elementary, Kimball High; McKinley Elementary; South West Park Elementary, Tracy High, and Williams Middle for the 2021-22 School Year. Submit a monthly Mental Health Referral Log and Student Logs with 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 9990 () **[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 \$599,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District **[] SHALL [X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a **[X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022.

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

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

Christine Noguera

Contractor Signature

CEO

Title

Tracy Unified School District

IRS Identification Number

Date

Christine Noguera, CEO

Title

Account Number to be Charged

Community Medical Centers, Inc.

Department/Site Approval

Address

7210 Murray Drive

Budget Approval

Stockton, CA 95210

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Special Contract Services with Parents By Choice of Stockton for the 2021-2022 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. Parents By Choice of Stockton offers the Positive Parenting Program (Triple P). It is designed to reduce stress and improve the home atmosphere at no cost. Triple P doesn't tell adults how to parent. Rather, it introduces simple and practical strategies parents can adopt to suit their own values, beliefs and needs.

RATIONALE: There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Parents By Choice of Stockton provides this service at no-cost to the district.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parents By Choice of Stockton for the 2021-2022 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 Parents By Choice of Stockton, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To provide Positive Parenting Program (Triple P) virtual workshops intended to empower parents with new knowledge, beliefs, strategies and skills in parenting for the 2021-22 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 1-1.5 () **[X] HOURS [] DAYS**, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per **[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, 2021, and shall terminate on June 30, 2022.

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

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

Tony Yadon Digitally signed by Tony Yadon Executive Director
Date: 2021.05.24 10:46:33 -07'00'

Contractor Signature Title

307-221-7510

IRS Identification Number

Executive Director

Title

306 E. Main Street, Suite 300

Address

Stockton, CA 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Contract Services with Peer Health Exchange for Substance Use Group Classes during the 2021-2022 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 group counseling and attend an interactive six-week virtual psychoeducation class taught by a health educator.

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 an interactive six-week virtual class facilitated by Peer Health Exchange. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 Peer Health Exchange services will not exceed \$5,000.00. Services will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services with Peer Health Exchange for Substance Use Group Classes during the 2021-2022 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 Peer Health Exchange, 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 an interactive virtual Substance Use Group Classes to students for up to five (5) six-week sessions during the 2021-22 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 37 () [X] 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 \$ 166.66 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022.

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

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

**Proposal for Peer Health Exchange Program
School Year 2021-2022**

**To: Tracy Joint Unified School District
Deidre Hill-Valdivia, Ed. D.
Coordinator of Intervention and Prevention Services
Samia Basravi
Prevention Services Administrative Assistant**

From: Eunetra Rutledge, Director of Strategic Growth California

Submitted: February 26, 2020

Organizational Description

Peer Health Exchange's mission is to empower young people with the knowledge, skills, and resources they need to make healthy decisions. PHE does this by training college students to teach a skills-based health curriculum to students who attend under-resourced high schools that often lack health education. PHE's vision is that, with their partners, they will advance health equity and improve health outcomes for young people.

In 1999, six Yale undergraduates began teaching health workshops in New Haven public schools to fill the gap left by an underfunded, understaffed district health program. Since 2003, we have trained more than 10,000 college student volunteers to deliver health education to over 168,000 high school students in Boston, Chicago, Denver, Los Angeles, New York City, the San Francisco Bay Area, and Washington, D.C. In 2019-2020, PHE trained over 1,500 volunteers to teach approximately 19,600 students in over 145 high schools across the country.

In response to the impact of the COVID-19 pandemic on schools, colleges and our communities at large, PHE is developed virtual programming options, informed by our school partners and young people, allowing us to continue to show up for young people during this very challenging time.

PHE Pathways

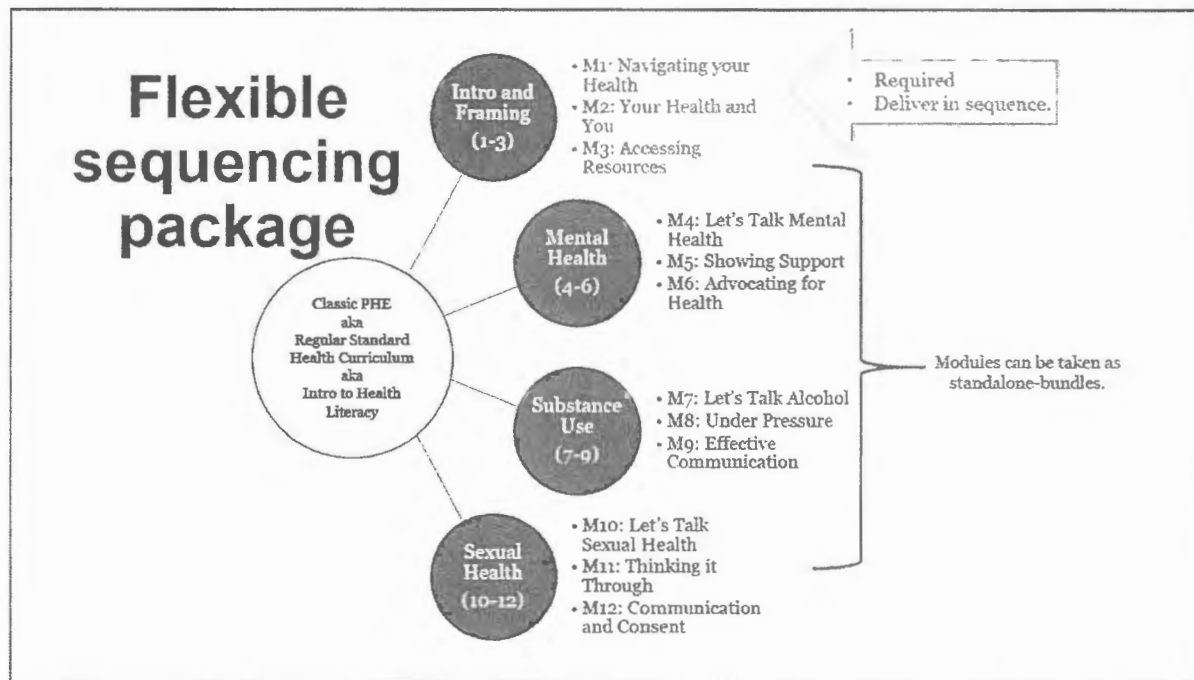
Goal: The ***Pathways*** curriculum seeks to increase support-seeking behavior for struggles with mental health, decrease rates of substance use, and decrease rates of unintended pregnancy. We do this by empowering young people to act confidently for their health, with a focus on developing core health skills like decision-making, communication, and advocacy for self and others. The curriculum is designed to promote students' agency and access to health resources.

This workshop can be customized to be facilitated in 6-12 modules/weeks 1) a combination of asynchronous and synchronous learning facilitated online by a PHE college educator/volunteer, or 2) solely synchronous content that can be delivered by a teacher/staff member. Student activities will include education and knowledge building content, reflection prompts, storytelling, dialogue and experiential activities to the extent that technology allows.

Anticipated Program Dates: Fall/Spring 2021-2022

Student Audience: Typically 8th/9th /10th graders, can be suitable for 11th/12th

Requirements: 1-to-1 technology; identified host teacher/staff to coordinate logistics with PHE staff; support in program evaluation



PHE Pathways Program for Tracy Joint Unified School District 2021-2022:

Workshop Module Summaries

1. Navigating Your Health

Skill(s): Reflection; Accessing Resources; Self-Awareness

This module is one of three required modules for an introduction to the curriculum. It is an opportunity for students and facilitators to get to know each other establish guidelines to support a safe, respectful and productive learning environment as well becoming familiar with the purpose of the curriculum purpose and its significance. The module covers key terms related to discussing health including defining health and how types of health (i.e. physical mental and social) relate to one another. Students will preview the health skills addressed in the curriculum and will explore concepts of access and agency. Students are encouraged to complete independent activities prior to the start and upon conclusion of class sessions with near-peers. These activities include viewing two videos developed by near-peers to welcome and overview the curriculum's relevance, an activity geared towards establishing community guidelines and a post-session "Health Behavior Survey" for students to reflect on their comfort, possible strengths and areas of support with health skills and behaviors.

2. Your Health and You

Skill(s): Reflection; Self-Awareness This is the second of three required modules that introduces students to the importance of identity in influencing and acting for health. Students will complete an activity to identify things they have in common with their peers and things that make them unique. Students will revisit community guidelines as a reminder of the importance of creating safe, productive and respectful environments to learn and discuss self and health. Facilitators will introduce common social identities and lead a discussion to support students in

distinguishing between gender identity, gender expression and sexual orientation. Through analyzing a scenario, students will discuss the connection between identity and health. Using in-class discussion with near peers and post-class, independent reflection activities, students will also examine how interactions with their identities and how they make sense of these interactions influence access and agency.

3. Accessing Resources

Skill(s): Accessing Resources; Self-Management

This module is the third of three required modules which shows students how-to assess valid online resources and identify barriers and supports when accessing resources for health. Students will learn criteria for assessing valid online resources and participate in discussion activities focused on identifying barriers and supports for accessing resources (including an overview of minors' rights and steps for preparing to access resources). This module also includes an in-class brainstorm activity for students to practice generating questions related to preparing to access resources (i.e. types of services offered, safety and support of environment, etc.) and with the guidance and feedback of near peers. Students are encouraged to complete post-class, independent activities in order to increase familiarity with national resources related to health, Peer Health Exchange's resource page, applying minors' rights to character scenarios and two videos led by near peers that include a sneak-peak into a health center and tips for accessing online health resources.

7. Let's Talk: Alcohol

Skill(s): Decision-Making; Accessing Resources

This module invites students to consider how young people make difficult decisions. Students will play a "Would You Rather?" game to practice making split-second decisions. Then, they will be introduced to PHE's model for making thoughtful decisions, the "4 Cs," and discuss the importance of assessing risks and benefits of health behaviors. Facilitators will lead students in a fact-check activity to dispel common misconceptions about alcohol use amongst high school students. After learning the effects of drinking alcohol on the brain, students will follow the stories of Malik, Jamie, and Marion to reflect on the how to make thoughtful decisions in alcohol-related situations despite peer pressure and other external factors. This module also covers basic health content facts such as how alcohol affects people differently. Finally, students will learn about harm reduction and what it means to drink responsibly. After the session, students are invited to create social media posts or posters to share harm reduction strategies with other young people.

8. Under Pressure

Skill(s): Decision-Making; Social Awareness; Relationship Skills

In this module, students will analyze the various influences on their thoughts and decisions about alcohol. To begin, they will think about the media they consume and share an example of a scene, lyric, or passage that talks about alcohol in some way. They will evaluate how different types of media such as advertisements, social media, music, and television impact public perceptions of alcohol and the ways in which advertising can affect a young person's choice to drink alcohol. Students will also engage in a discussion around media targeting and advertising algorithms to assess their media literacy. After considering influences from the media, students will assess the messages they receive about alcohol from their family, friends, school, and

community. To conclude, students will reflect on what influences have the biggest impact on how they think about their health.

9. Communicating Your Needs

Skill(s): Communication; Advocacy; Relationship Skills

This module builds students' confidence in using refusal and negotiation skills. Students will reflect on scenarios where they might have to say "no" or set boundaries and discuss what factors make it challenging to effectively communicate. Facilitators will demonstrate and debrief with students three communication styles: passive, aggressive, and assertive. After identifying assertive as the most effective communication style, students will explore strategies for practicing assertive communication and practice coming up with refusal line in a variety of scenarios.

Proposed Program Costs for Tracy Joint Unified School District 2021-2022:

Price	Program
\$1,000/cohort	PHE Pathways Program: <ul style="list-style-type: none"> • Module 1: Navigating Your Health • Module 2: Your Health and You • Module 3: Accessing Resources • Module 7: Let's Talk Alcohol • Module 8: Under Pressure • Module 9: Effective Communication (synchronous college educator/volunteer led)
Total for 5 cohorts = \$5,000	

We very much look forward to beginning a partnership with you and building it into future years. We recognize that this is a challenging and pivotal time in the landscape of schools with regard to health. We are especially committed during this time amidst a pandemic to working with our existing partners in providing support needed so that young people have what they need to be healthy and safe. We also appreciate the flexibility you have with us as we iron out details of our program, and welcome continuous communication regarding the details of our partnership. With all of this said, I am happy to discuss pricing as it relates to your school site's needs and as new information continues to inform school operations. Please contact me with questions or clarifications about this proposal.

In community,

E.L. Rutledge

Eunetra L. Rutledge
Director of Strategic Growth CA



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: **Approve Agreement for Contract Services with Sow A Seed to provide Anger Management classes to students during the 2021-2022 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 TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 \$3,625 and will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services with Sow A Seed to provide Anger Management classes to students during the 2021-2022 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 2021-22 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 () [X] 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 [X] 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 [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022.

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

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

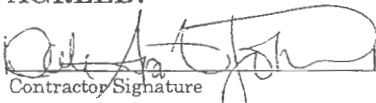
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

Interim Executive Director
Title

42 W. 8th Street
Address

Tracy CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Special Contract Services with Valley Community Counseling to provide mental health services to Central Elementary, Kelly School, North School, Villalovoz Elementary and West High for the 2021-2022 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers 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 five school sites: Central Elementary, Kelly School, North School, Villalovoz Elementary, and West High School. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 \$333,000.00. Services 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, Kelly School, North School, Villalovoz Elementary and West High for the 2021-2022 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 2021-22 school year to the following school sites: Central Elementary (5 days @ 6 hours/day); Kelly School (5 days @ 6 hours/day); North School (5 days @ 6 hours/day); Villalobos Elementary (5 days @ 6 hours/day); and West High (5 days @ 6 hours/day) for the 2020-21 School Year. Submit a monthly invoice 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 Master's level student enrolled in a Master's counseling program or related study.

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 5,550 () [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 \$333,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2021 and shall terminate on June 30, 2022.

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

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

Tracy Unified School District

IRS Identification Number

Date

Executive Director

Title

Account Number to be Charged

6707 Embarcadero Dr.

Address

Department/Site Approval

Stockton, CA 95219

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2021
SUBJECT: Approve Agreement for Special Contract Services with MiraVia LLC to Provide Professional Development to Teacher-Leaders for the 2021-2022 and 2022-2023 School Years

BACKGROUND: Tracy Unified has a long-standing history of providing on-going professional development throughout the school year for teacher-leaders. These teacher-leaders provide mentoring for TTIP and the Induction Program; others provide professional development on Early Release Mondays, Pre-Service Days, Buy-Back Days, and their sites. As we continue to grow and improve our professional development offerings, we recognize the need to provide training for teacher-leaders who are responsible for planning and delivering this professional development. This training will build the skills of teacher-leaders in mentoring and/or developing professional learning communities that interact skillfully to clarify goals, solve problems, and make decisions that will positively impact student learning.

RATIONALE: Elizabeth (Lisa) Danielson, of Danielson Educational Consulting will provide Tracy Unified teacher-leaders who mentor with 12 days of “Mentoring Matters” training and teacher-leaders who lead professional development at the district or site level with 8 days of “Leading Groups” training for a total of 20 days of training over the 2021-22 and 2022-23 school years. The training will support teacher-leaders in building their skills for promoting adult learning and growth. Teacher leaders will leave the training with:

- Increased confidence and effectiveness in designing and managing teacher development
- Increased understanding of adult learners
- Skills for framing purposes, processes and outcomes in any professional learning
- An expanded repertoire of interactive stances for working with groups and individuals
- A verbal and non-verbal toolkit for effective group leadership

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

FUNDING: The total cost for the Professional Development training and materials is not to exceed \$68,600 and will be paid by District staff development funds and \$6,800 will be paid for by STEM EIR funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with MiraVia LLC to Provide Professional Development to Teacher-Leaders for the 2021-2022 and 2022-2023 School Years.

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

Danielson Consulting

CONSULTING AGREEMENT

Elizabeth (Lisa) Danielson, Danielson Educational Consulting

THIS CONSULTING AGREEMENT is effective as of June 1, 2021 between Tracy Unified School District ("Client"), and Elizabeth (Lisa) Danielson, Senior Associate for MiraVia, LLC., Danielson Educational Consulting.

1. Elizabeth Danielson agrees to provide Client the consulting and/or training services which are identified and specified on ATTACHMENT A, on the dates and at the location(s) likewise identified on ATTACHMENT A.

2. Client agrees to pay Elizabeth Danielson, within thirty (30) days of receipt of an invoice from Elizabeth Danielson, all fees as identified in ATTACHMENT B.

3. Client understands and acknowledges that Elizabeth Danielson is an independent contractor, (Federal ID # 230907001) and shall be fully and solely responsible for the payment of all taxes, royalties, insurance, and other corporate obligations of Elizabeth Danielson.

4. Client agrees that it shall be solely responsible for ordering and paying for any training or other resource material(s) used by Client's employees in connection with Elizabeth Danielson's training and/or consulting services, and shall be fully responsible for providing Elizabeth Danielson, at no cost or expense to Elizabeth Danielson, a facility adequate to allow provision of the consulting/training services identified in ATTACHMENT A.

5. Client may cancel this Consulting Agreement without penalty at any time on or prior to sixty (60) days before the date for Elizabeth Danielson's performance of services as identified on ATTACHMENT A. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but sooner than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to an amount of 50% of the contracted amount identified on ATTACHMENT B. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A on or less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but less than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to the full amount of the contracted amount identified on ATTACHMENT B.

6. Payment for services will be invoiced within 10 business days of service. Payment is expected 30 days from receipt of invoice. Payments after 30 days shall accrue interest penalties.

7. The parties acknowledge and agree that ATTACHMENT A and ATTACHMENT B are integral parts of this Consulting Agreement.

By:

Consultant: _____ Date: _____
Elizabeth Danielson

Client: _____ Date: _____
Tracy Unified School District
Erin Quintana
Director of Professional Learning

Danielson Consulting

ATTACHMENT A

TO CONSULTATIVE AGREEMENT DATED: July 1, 2021

Scope of services to be provided by Elizabeth Danielson to Tracy USD

Twenty days of Professional Development including planning and preparation

Workshop(s):

Mentoring Matters: A Practical Guide to Learning-Focused Relationships with Induction Mentors as outlined on Attachment B (12 Days)

Leading Groups: Effective Strategies for Building Professional Community as outlined on Attachment B (8 Days)

Consultant Responsibility:

1. Send Handout to be printed by the District 2 weeks in advance
2. Provide 2 days of professional learning and facilitation

Scope of responsibilities of Tracy USD

District Responsibility:

1. Purchase copies of *Mentoring Matters* for each participant (www.miravia.com)
2. Provide a meeting space
3. Make copies of the Hand Out to support the learning
4. Provide pencil boxes, 3x5 index cards and markers for the room.

Facility Requirements:

1. Set up in a chevron style for seating
2. A/V Access for presentation with internet accessibility
3. Two Bar Stools at the front of the room (if available)
4. 2 Chart Stands with Chart Paper

Danielson Consulting

ATTACHMENT B

Fees due Elizabeth Danielson

YEAR 1 PROPOSAL / 2021-2022			
SEMINAR	CONTENT	DATES	FEE
Mentoring Matters – New Induction and Peer Coaches <u>MiraVia-Mentoring Matters</u> Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Establishing learning-focused relationships Continuum of Interaction Toolkit for inviting thinking Templates for learning-focused conversations 	4 Days Sept. 7-8, 2021 Nov. 8, 2021 Jan. 26, 2022	In-person* (\$3400/day) \$13,600 Text:** Mentoring Matters 3 rd Edition
Mentoring Matters – Experienced Induction and Peer Coaches Co-Facilitation: Laura Lipton and Lisa Danielson	<ul style="list-style-type: none"> Refresh and enhance core mentoring skills Fluency navigating the Continuum of Interaction Data-driven conversations Calibration: Why and when Enhancing decision-making and problem solving skills 	2 Days Oct. 7, 2021 Nov. 16, 2021	Virtual (\$5000/day) \$10,000 Text:** Mentoring Matters 3 rd Edition
Leading Groups Seminar <u>MiraVia-Leading Groups</u> Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Energizing groups and supporting information processing Applying flexibility in stance Developing groups Refining the group leader's toolkit 	2 Days Each Round July 15-16, 2021 Nov. 9, 2021 Jan. 27, 2022	In-person* (\$3400/day) \$13,600 Text:** Leading Groups workshop package
TOTAL FEE 2021-2022			\$37,200

Lisa Danielson – Senior Associate, Mira Via LLC

** District will be responsible for providing required texts. To order, visit <http://www.miravia.com/products/>

*Virtual (\$2400/day) – If we determine that Virtual is more appropriate the fee will be adjusted based on the Virtual Daily rate.

Danielson Consulting

SEMINAR	CONTENT	DATES	FEE
Mentoring Matters – New Induction and Peer Coaches <u>MiraVia-Mentoring Matters</u> Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Establishing learning-focused relationships Continuum of Interaction Toolkit for inviting thinking Templates for learning-focused conversations 	4 Days Dates TBD	In-person* (\$3400/day) \$13,600 Text:** Mentoring Matters 3 rd Edition
Mentoring Matters – Experienced Induction and Peer Coaches from 2021-22 Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Refresh and enhance core mentoring skills Fluency navigating the Continuum of Interaction Data-driven conversations Calibration: Why and when Enhancing decision-making and problem solving skills 	2 Days TBD	In-Person (\$3400/day) \$6,800 Text:** Mentoring Matters 3 rd Edition
Advanced Leading Groups Seminar <u>MiraVia-Leading Groups</u> Facilitation Laura Lipton Lisa Danielson	<ul style="list-style-type: none"> Refining the group leader's toolkit Facilitating productive cognitive conflict Increasing leader confidence with challenging topics and challenging groups Developing high performing groups 	2 Days TBD	Virtual \$10,000 Text:** Leading Groups workshop package
TOTAL FEE 2022-2023			\$31,400

PROPOSAL 2021-2022			
SEMINAR	CONTENT	DATES	FEE
Leading Groups Seminar <u>MiraVia-Leading Groups</u> Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Energizing groups and supporting information processing Applying flexibility in stance Developing groups Refining the group leader's toolkit 	2 Days Each Round July 28 & 30, 2021	In-person* (\$3400/day) \$6,800 Text:** Leading Groups workshop package
TOTAL FEE 2021-2022			\$6,800

Danielson Consulting

Item Description	Total
2021-2022 Consultant Fees	\$ 37200 6800
2022-2023 Consultant Fees	\$ 31400
ESTIMATED FLAT RATE FEES TOTAL	\$ 75400

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 Elizabeth (Lisa) Danielson, Senior Associate for MiraVia, LLC., Danielson Consulting, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Mentoring Matters- New Induction and Peer Coaches- September 7-8, 2021, November 8, 2021, January 26, 2022, 4 days TBD in 2022-2023; Mentoring Matters- Experienced Induction and Peer Coaches- October 7, 2021, November 16, 2021, 2 days TBD in 2022-2023; Leading Groups- Seminar- July 15-16, 2021, July 28, 2021, July 30, 2021, November 9, 2021, January 27, 2022, 2 days TBD in 2022-2023.

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 20 days () [] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy Unified, Staff Development Department.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$75,400. 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 \$_____ 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 15, 2021, and shall terminate on May 26, 2023.
5. This agreement may be terminated at any time during the term by either party upon 60 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Rev. 06.23.16

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 2, 2021
SUBJECT: **Ratify Increase to the Master Contract (MC) for Special Contract Services with Residential School Charis Youth Center for the 2020-2021 School Year**

BACKGROUND: The District's Special Education administration would like to continue the contract with Charis Youth Center to provide the placement pursuant to the students' IEP. Approval is needed at this time to remain compliant with services in the IEP. The contract with Charis Youth Center was originally board approved August 11, 2020 with an anticipated expense of \$14,370.00. The need to extend the length of service was made when we placed an additional student in their facility. Related expenses are an additional \$12,000.00 with the total agreement not to exceed \$26,370.00.

RATIONALE: District must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Increase to the Master Contract (MC) for Special Contract Services with Residential School Charis Youth Center for the 2020-2021 School Year.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2021
SUBJECT: Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2021-2022 School Year

BACKGROUND: The State Department of Education requires that school districts submit applications in order to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant, and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations.

RATIONALE: The Agricultural Incentive Grant provides additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$20,496.00. This meets Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Agriculture Incentive Grant - \$ 20,496.00

RECOMMENDATION: Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2021-2022 School Year.

Prepared by: Mr. Jason Noll, Principal, Tracy High School.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Tracy High School

School Site

Tracy Unified School District

District

Please include the following items with your application:


- ☒ Eligibility Determination Sheet
- ☐ Variance Request Form (if applicable)
- ☐ Quality Criterion 12 Form (if applicable)
- ☒ Award Estimator and Budget Sheet
- ☒ List of Agriculture Teachers


Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.


Signature of Authorized Agent

Superintendent

Authorized Agent Title


Signature of Agriculture Teacher
Responsible for the Program


Signature of Principal

Contact Phone Number: (209) 830-3364

Date of Local Agency Board Approval: 06/08/20

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021–22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- ☒ 1. Curriculum and Instruction
- ☒ 2. Leadership and Citizenship Development
- ☒ 3. Practical Application of Occupational Skills
- ☒ 4. Qualified and Competent Personnel
- ☒ 5. Facilities, Equipment, and Materials
- ☒ 6. Community, Business, and Industry Involvement
- ☒ 7. Career Guidance
- ☒ 8. Program Promotion
- ☒ 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

☐ Yes ☒ No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE **NOT** SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2021 TO JUNE 30, 2022

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site (Please attach a separate list of agriculture teachers' names):	<u>5</u>
Total number of students from the prior fiscal year R-2 Report:	<u>437</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>0</u>
Number of teachers meeting Criterion 11a (Year round employment - See instructions):	<u>5</u>
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):	<u>1</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 3,496.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 0.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 10,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 2,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 20,496.00</u>

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2021-22 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2021)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate:

\$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	FFA Pamphlets	\$ 4,500.00	\$ 4,500.00
Subtotal	N/A	\$ 4,500.00	\$ 4,500.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conferences	\$ 6,000.00	\$ 6,000.00
2.	Transportation	\$ 5,496.00	\$ 5,496.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 11,496.00	\$ 11,496.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	AG Mechanics - equipment	\$ 3,000.00	\$ 3,000.00
2.	Animal Science - equipment	\$ 1,500.00	\$ 1,500.00
3.			
4.			
5.			
Subtotal	N/A	\$ 4,500.00	\$ 4,500.00

Total Allocated Funds:

\$ 20,496.00

\$ 20,496.00

2021-2022 Tracy High School Agriculture Teachers

1. Laura Kelley
2. Patrick Rooney
3. Jason Gentry
4. Georgia Souza
5. Kelsey Swall



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 28, 2021
SUBJECT: **Ratify Agreement for Contract Services Between Freedom Soul Media Education Initiatives and West High School for the 2020-2021 School Year**

BACKGROUND: Tyson Amir is the founder of Freedom Soul Media Education Initiatives, a Bay Area based company. Mr. Amir is also an author, poet and educator who brings a message of self-worth to students. His interactive facilitated sessions will provide an opportunity for students to develop deeper connections with their culture and history through culturally relevant framework that is common core and content standard aligned. Through the Black Student Union of West High school, African American students will have an opportunity to experience this interactive commentary; but the sessions will be open to all students, parents and the Tracy community. The experience will give specific, practical and inspiring strategies for transforming our school to a place where African American students feel valued and learn at high levels.

RATIONALE: West High would like to continue partnering with Freedom Soul Media Educational Initiatives as one proactive strategy to address the achievement gap facing our African American student population. West High would like to ratify our original contract approved by the board in November, 2020 because we were unsure of the impact this program would have on students through the online platform and only engaged services for 5 months. We found that it was beneficial to our students' mental health to be connected to relevant information that gave them a sense of worth and helped them to navigate the stresses of COVID, distance learning and racial unrest. We would like to extend services another 5 months (January thru May 2021). 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.

FUNDING: The cost for this experience will be \$6,720 for the remaining 5 months of 2020-21 school year. Paid for from Title 1 funds, line item 1c10 on our school site plan.

RECOMMENDATION: Ratify Agreement for Contract Services Between Freedom Soul Media Education Initiatives and West High School for the 2020-2021 School Year.

Prepared by: Dr. Zachary Boswell, West High School Principal.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Freedom Soul Media Education Initiatives, 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: Increase previously agreed upon facilitated sessions to run from February 23 to May 18, 2021.

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 six (6) () [] HOURS [X] DAYS, under the terms of this agreement at the following location Online platform.

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

- a. District shall pay \$ 6,720 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 6,720. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 2/23/21, and shall terminate on 5/18/21.

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, Audrey Harrison, at (209) 830-3370 x3010 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 _____ Director
Title _____

IRS Identification Number _____
Freedom Soul Media Education Initiatives

Title _____
399 Jayne Ave.

Address _____
Oakland, CA. 94610

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School for the 2021-2022 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers 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. 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 TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

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

RECOMMENDATION: Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Stein/Duncan-Russel Continuation High

School, Central Elementary, North School, and South/West Park Elementary School for the 2021-2022 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 Continuation HS, Central Elementary, North School, and South/West Park Elementary School during the 2021-2022 school year

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 850 () [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 \$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, 2021, and shall terminate on June 30, 2022.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, at (209) 8303218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:

 Interim Executive Director
Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Interim Executive Director

Title

Account Number to be Charged

42 W. 8th Street

Address

Department/Site Approval

Tracy CA 95376

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: **Approve Agreement for Contract Services with Sow A Seed to Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a virtual and voluntary, per the Substance Use Disorder Plan (SUDP) Tier 1 intervention, for a total of four (4) eight-week sessions during the 2021-2022 School Year**

BACKGROUND: San Joaquin County Office of Education will provide primary prevention services for substance use disorders (SUD). These will include strategies, services and initiatives directed at individuals who have not been determined to require SUD treatment to reduce both direct and indirect adverse personal, social, and health and economic consequences resulting from problematic alcohol and other drug (AOD) availability, manufacturing, distribution, promotion, sales and use.

Services will be designed to educate and counsel individuals on substance abuse and provide activities to reduce the risk of such abuse by the individuals. Priority will be given to programs for populations that are at risk for developing a pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

Funds will support prevention services as detailed in the County's Strategic Prevention Plan. Services will be provided to school-age children and youth of all grade levels, parents and community members. The schools that will receive access to these services are as follows: Freiler, Kelly, Poet, Williams, Bohn, and Hirsch.

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. Per the SUDP, SJCOE has designated grades 5-7 to receive substance use prevention services during after school as a TUSD's tier 1 intervention. Sow A Seed will receive training on the "Too good for Drugs curriculum", outreach to students in grades 5-7, and monitor the attendance and completion of the eight week curriculum. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college

and/or career goals; and 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 four eight-week cycles of “Too Good For Drugs” curriculum will not exceed \$10,628.00. Services will be paid with the Substance Abuse Prevention and Treatment Block Grant through SJCOE.

RECOMMENDATION: Approve Agreement for Contract Services with Sow A Seed to Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a virtual and voluntary, per ~~the~~ Substance Use Disorder Plan (SUDP) Tier 1 intervention, for a total of four (4) eight-week sessions during the 2021-2022 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: Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a virtual and voluntary Tier 1 intervention, per the Substance Use Disorder Plan (SUDP), for a total of four (4) eight-week sessions during the 2021-22 school year.
The schools that receive access to these services are as follows: Freiler, Kelly, Poet, Williams, Bohn, and Hirsch. Invoices will be paid with proof of services through collection of student attendance.

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 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 \$10,628.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$10,682.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2021, and shall terminate on June 30, 2022.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

10/10/16 [Signature] Interim Director
Contractor Signature Title

0000000000
IRS Identification Number

Interim Executive Director
Title

42 W. 8th Street
Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 27, 2021
SUBJECT: Accept Resignations/Retirements/Leave of Absences for Classified,
Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bradley, Gillian Assistant Principal	MVMS	6/30/21	Accepted Hirsch Principal position
Bunch, Michael Principal	KES	6/30/21	Accepted Director of Human Resources and Employee Relations Position
Lee, Eric Psychologist	SPED	6/9/21	Personal

BACKGROUND:

CERTIFICATED RESIGNATIONS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Beck, Michael Physical Education Teacher	Poet	5/28/21	Personal
Carrasco, Elizabeth Spanish Teacher	WHS	6/19/21	Personal

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
De La Mora, Ana Mathematics Teacher	KHS	6/30/21	Personal
Jacobs, April 4 th Grade Teacher	JES	6/30/21	Accepted Assistant Principal Position
King, Jennifer RSP Teacher	FES	5/28/21	Personal
Laister, Julie RSP Teacher	KHS	6/30/21	Personal
Link, Vanessa English Teacher	THS	6/30/21	Personal
Martin, Amanda TK Teacher	HES	6/04/21	Personal
Muzzi, Ashley 6 th Grade Teacher	KES	6/30/21	Accepted Assistant Principal Position
Robertson, Jayme 6 th Grade Teacher	KES	5/28/21	Personal
Rocha, Alexandra Agriculture Teacher	WHS	6/30/21	Personal
Russell, Kelly 4 th Grade Teacher	VES	6/30/21	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Baum Ross, Lori Independent Study Teacher	TISCS	06/01/21	Personal
Mason-Evans, Terri English Teacher	WMS	7/1/21	Personal
Motyka, Annabelle 6 th Grade Teacher	MVMS	5/31/21	Personal

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>
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BACKGROUND:

NAME/TITLE

SITE

CLASSIFIED RETIREMENTS

EFFECTIVE
DATE

REASON

Ente, James Irrigation Specialist/Bus Driver/Custodian	MOT	10/1/21	Personal
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BACKGROUND:

NAME/TITLE

SITE

EFFECTIVE
DATE

REASON

CLASSIFIED RESIGNATION

Camacho, Elena Clerk Typist II	SPED	5/21/21	Accepted Assistant to the Director of Special Ed position
Camacho, Jose IEP Para Educator I	Tracy High	5/31/21	Personal
Fulkerson, Janet K-8 Library Technician	Hirsch	7/22/21	Accepted Elementary Attendance Clerk position
Goodrich, Janice Food Service Worker	West	6/1/21	Personal
Otsuki, Shawn Utility Person II	MOT	6/10/21	Personal
Torres de Rubio School Supervision	Poet	5/31/21	Personal
Vader, Sherry Food Service Worker	Freiler	6/1/21	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 27, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL**

Bradley, Gillian

Principal, Hirsch Elementary (Replacement)
LME, Class 54, Step D, \$126,467.76
Fund: General Fund

Bunch, Michael

Director Of Human Resources and Employee
Relations (Replacement)
LME, Class 58, Step C, \$140,343.75
Fund: General Fund

Jacobs, April

Freiler Elementary (Replacement)
LME, Class 51, Step A, \$105,098.00
Fund: General Fund

Mahiddin, Roya

George Kelly Elementary (New)
LME, Class 51, Step A, \$105,098.00
Fund: General Fund

Muzzi, Ashley

Hirsch/Jacobson Elementary (Replacement)
LME, Class 51, Step A, \$105,098.00
Fund: General Fund

BACKGROUND:

CERTIFICATED

Hall, Christina

South/West Park Elementary (New)
"A" Class I, Step 1, \$52,219.00
Fund: General Fund

Pettigrew, Chad

Williams Middle School (New)
"B" Class V, Step 1, \$58,540.00
Fund: General Fund

Rajesh, Chandrababha

Jacobson Elementary School (Replacement)
"A" Class I, Step 1, \$52,219.00
Fund: General Fund

BACKGROUND:

Arra, Shylaja

CLASSIFIED

Special Ed Para Educator I (Replacement)
Williams
6 hours per day
Range 24, Step A - \$15.56 per hour
Funding: Special Education

Cabico, Kelly

K-8 Library Technician (Replacement)
Central
5 hours per day
Range 30, Step A - \$17.87 per hour
Funding: State Lottery

Camacho, Elena

Assistant to the Director of Special Ed
(Replacement)
Special Ed
8 hours per day
Range 35, Step B - \$21.05 per hour
Funding: Special Education

Fulkerson, Janet

Elementary Attendance Clerk (Replacement)
Hirsch
8 hours per day
Range 28, Step E - \$20.56 per hour
Funding: General Fund

Katoch, Leena

Special Ed Para Educator I (Replacement)
Villalovoz
5.25 hours per day
Range 24, Step A - \$15.56 per hour
Funding: SP ED – IDEA BAS GRNT ENTL

BACKGROUND:

Doerksen, Steve

Grim, Latef

Lawrence, Joe

Pribble, Jeffrey

CLASSIFIED

Volleyball – Varsity Girls'
Kimball High
Stipend: \$6,051.75

Football – Head Varsity
Kimball High
Stipend: 7,669.92

Athletic Director
Kimball High
Stipend: \$8,069.00

Football – Head Varsity
Tracy High
Stipend: \$7,669.92

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 29, 2021
SUBJECT: Approve Employment of 2021 Summer School Staff

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2021 summer school session. Assignments for the 2021 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

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

FUNDING: Summer School Funding.

RECOMMENDATION: Approve Employment of 2021 Summer School Staff

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

SUMMER SCHOOL EMPLOYMENT 2021

Last	First	Position	Site	Approximate Total Salary
Aguilar	Carmen (Maria)	Food Service Worker	Central	\$3,440
Aguilera	Angelica	Teacher, ESY	Freiler	\$4,943
Alfaro	Carmen	Para Educator I, Special Education	Freiler	\$2,153
Alvaro	Sherri	Para Educator I, Special Education	Freiler	\$2,153
Amer	Aneela	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Anguiano Hernandez	Melissa	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Ape	Michelle	Para Educator I, IEP	Freiler	\$2,153
Aptaker	Lee	Teacher, ESY	Freiler	\$4,943
Asami	Eric	Credit Recovery Teacher	West	\$4,943
Backster	Julie	Teacher, Bridge Program	West	\$2,471
Baker	Charlene	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Banchero	Sarah	Counselor - High School Program	West	\$2,093
Bangayan	Cecilia	Teacher, ESY	Freiler	\$4,943
Bathija	Komal	Para Educator I, Special Education	Freiler	\$2,153
Behnam	Arash Scott	Teacher, Bridge Program	West	\$2,471
Boswell	Zachary	High School Bridge Principal	West	\$3,600
Brown	Athena	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Brown	Dyan	Para Educator I, Special Education	Freiler	\$2,153
Buksh	Shahieda	Para Educator I, Special Education	Freiler	\$2,153
Bunch	Michael	Principal, PreK-12 ESY	Freiler	\$6,500
Burstein	Michael	Principal, K- 8 Title I	South West Park	\$6,500
Cabanova Chapman	Lourdes	Para Educator I, Kindergarten Bridge	McKinley	\$824
Carpenter	Katie	Teacher, ESY	Freiler	\$4,943
Carrasco	Elizabeth	Teacher, Bridge Program	West	\$2,471
Castaldi	Ashley	Para Educator I, IEP	Freiler	\$1,872
Cavanna-Crowley	Colette	Credit Recovery Teacher	West	\$4,943
Chitwood	Cameron	Teacher, Bridge Program	Tracy	\$2,471
Cicero	Bryan	Teacher, ESY	Freiler	\$4,943
Collins	Michelle	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Conkey	Gigi	Food Service Worker	Villalovoz	\$2,502
Cordisco	Monica	Credit Recovery Teacher	West	\$4,943
Dander	Liane	Para Educator I, Special Education	Freiler	\$2,153
de Bravo	Llanet	Food Service Worker	West	\$1,144
De La Rosa	Juana	School Supervision Assistant, ESY	Freiler	\$320
Dituri	Donna	Teacher, Adult School ILC	Adult School	\$4,943
Domke	Celeste	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Erickson	Chrystal	Food Service Worker	West	\$4,085
Fernandez	Jessica	Credit Recovery Teacher	West	\$4,943
Fisher	Ashley	Library Tech, K-8 Title I	South West Park	\$1,244
Garcia	Kerri	Para Educator I, Special Education	Freiler	\$2,055
Garcia	Gina	Para Educator I, Special Education	Freiler	\$2,153
Gasior	Carla	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Gill	Ranvir	Credit Recovery Teacher	West	\$4,943
Golden	Michele	Food Service Worker	Kimball	\$536

Gomez-Zavala	Joshua	Teacher, Bridge Program	Tracy	\$2,471
Greer	Cindy	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Guinasso	Lynette	Teacher, ESY	Freiler	\$4,943
Hagerty	Siobhan	Teacher, ESY	Freiler	\$4,943
Hawk	Michelle	Food Service Worker	McKinley	\$3,127
Howell	Rusty	Credit Recovery Teacher	West	\$4,943
Hundal	Ajinderjit	Credit Recovery Teacher	West	\$4,943
Iadonisi	Patrina	Food Service Worker	McKinley	\$2,035
Irizary	Anthony	Credit Recovery Teacher	West	\$4,943
Jacobs	Kimberly	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
James	Nichelle	Para Educator, HS Bridge Program	West	\$983
James	Robert	Credit Recovery Teacher	West	\$4,943
Jett	Andrea	Para Educator I, Special Education	Freiler	\$2,055
Jimerson	Teela	Teacher, ESY	Freiler	\$4,943
Johnson	Leah	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Johnston	Cherie	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Jones	Rebecca	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Keller	Benjamin	High School Bridge Principal	Kimball	\$3,600
Kim	Susie	Teacher, Bridge Program	West	\$2,471
Knoernschild	Geri	Food Service Worker	Jacobson	\$3,284
Larez Silva	Aine	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Lavarias	Melinda	Food Service Worker	Jacobson	\$2,345
Lee	Idalis	Para Educator I, Special Education	Freiler	\$2,055
Lee	MaySue	Teacher, Title I K-8 Summer Intervention	South West Park	\$2,472
Leiske	Leeya	Food Service Worker	Tracy	\$570
MacLeod	Lindsay	Teacher, ESY	Freiler	\$4,943
Maddocks II	Nicholas	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Magday	Rosalina	Para Educator I, Special Education	Freiler	\$2,153
Marino	Chiara	Para Educator I, Special Education	Freiler	\$2,153
Marquez	Sandra	Teacher, Kindergarten Bridge	McKinley	\$1,797
Martin	Shelby	Credit Recovery Teacher	West	\$4,943
Matasol	Cinthya	Food Service Worker	West	\$5,432
McCurdy	Erin	Food Service Worker	West	\$3,419
Mendez	Lexie	SLP	DEC - SpEd	\$9,268
Mendoza	Maria	Para Educator I, Special Education	Freiler	\$2,153
Mendoza	Milane	High School Attendance Clerk	West	\$2,471
Minten	Melissa	Food Service Worker	Freiler	\$1,876
Miramontes	Vanessa	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Mireles-Jacinto	Brenda	Teacher, ESY	Freiler	\$4,943
Mitchell	Traci	High School Principal	West	\$7,700
Mizuno	Scott	Credit Recovery Teacher	West	\$4,943
Morelos-Bedolla	Maricela	Teacher, Kindergarten Bridge	McKinley	\$1,797
Moren	Aaron	Teacher, Bridge Program	Kimball	\$2,471
Morgan	Shadee	Teacher, Title I K-8 Summer Intervention	South West Park	\$2,472
Munoz De Floriano	Lilia	Bus Aide, ESY	DEC - SpEd	\$807
Myers	Christopher	Credit Recovery Teacher	West	\$4,943
Neilson-Felisberto	Kaliegh	Credit Recovery Teacher	West	\$4,943
Nelson	Jennifer	Para Educator I, Special Education	Freiler	\$1,963
Newton	Richard	Credit Recovery Teacher	West	\$4,943

Nguyen	Nhu	Teacher, ESY	Freiler	\$4,943
O'Leary	Jennifer	Teacher, Kindergarten Bridge	McKinley	\$1,797
Parrales	Diana	Library Tech, K-8 Title I	South West Park	\$592
Patino	Zoyla	Library Tech, K-8 Title I	South West Park	\$618
Pelayo	Susan	Para Educator I, Special Education	Freiler	\$2,055
Peltz	Theresa	Credit Recovery Teacher	West	\$4,943
Pemberton	Christine	Para Educator I, Special Education	Freiler	\$2,153
Pereira	Michelle	Credit Recovery Teacher	West	\$4,943
Perez	Jaime	Teacher, Adult School ILC	Adult School	\$4,943
Perez	Nereida	K-8 Attendance Clerk, Title I	South West Park	\$2,359
Peters-Libeu	Clare	Credit Recovery Teacher	West	\$4,943
Pina	Catalina	Teacher, English Learner Academy	West	\$4,943
Poppoff	Sharon	Para Educator I, Kindergarten Bridge	McKinley	\$824
Putt	Angela	Teacher, ESY	Freiler	\$4,943
Quarbani	Haidee	Para Educator, HS Bridge Program	Tracy	\$939
Quintor	Patricia	Para Educator I, Kindergarten Bridge	McKinley	\$685
Ramirez	Lucia	Para Educator I, IEP	Freiler	\$2,153
Rickard	Marie	Credit Recovery Teacher	West	\$4,943
Robledo	Lisa	Para Educator I, Special Education	Freiler	\$2,153
Rodgers	Shauna	Credit Recovery Teacher	West	\$4,943
Rodriguez	Jamie	K-8 ESY Attendance Clerk	Freiler	\$2,714
Rodriguez Gonzalez	Deisy	Food Service Worker	South West Park	\$2,158
Romero	Elizabeth	SLP	DEC - SpEd	\$9,715
Romo	Miguel	Credit Recovery Teacher	West	\$2,696
Rosales	Desi	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Rosales	San Juana	Teacher, ESY	Freiler	\$4,943
Ruiz de Fuentes	Isabel	Food Service Worker	West	\$4,139
Sandoval	Nico	Teacher, Bridge Program	West	\$2,471
Sankus	Mark	Teacher, Bridge Program	Kimball	\$2,471
Serrano	Maria	Food Service Worker	West	\$2,815
Shahhosseini	Tinoush	Para Educator II, Adult School	Adult School	\$3,197
Shimozono	Raney	Teacher, ESY	Freiler	\$4,943
Slichter	Melissa	Teacher, ESY	Freiler	\$4,943
Stiles	Wes	Teacher, Adult School ILC	Adult School	\$4,943
Tailes	Armando	Teacher, Bridge Program	West	\$2,471
Teixeira	Kathleen	Credit Recovery Teacher	West	\$4,943
Thakur	Sulakshana	Para Educator, HS Bridge Program	Kimball	\$1,030
Towkaniuk	Damio	Credit Recovery Teacher	West	\$4,943
Vallotton	Wayne	Credit Recovery Teacher	West	\$4,943
Varela	Deanna	Teacher, ESY	Freiler	\$4,943
Vatran	Kristyn	Teacher, ESY	Freiler	\$4,943
Vatran	Rodica	Para Educator I, Special Education	Freiler	\$2,153
Vega-Sanchez	Alexia	School Supervision Assistant, HS	West	\$320
Vigil	Carmen	School Supervision Assistant, K-8	South West Park	\$305
Vik	Marlene	Para Educator I, Kindergarten Bridge	McKinley	\$824
Vogel	Maria	Food Service Worker	Freiler	\$1,876
Waggle	Jonathan	High School Bridge Principal	Tracy	\$3,600
Wallace	Samantha	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Wasurick	Ryan	Teacher, Bridge Program	Tracy	\$2,471
Webb	Tommy	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Wheeler	Rebecca	Teacher, Kindergarten Bridge	McKinley	\$1,797

White	Cynthia	Credit Recovery Teacher	West	\$4,943
Williams	Melinda	Credit Recovery Teacher	West	\$4,943
Wills	Bonnie	Teacher, Title I K-8 Summer Intervention	South West Park	\$4,943
Wing	Diana	Teacher, ESY	Freiler	\$4,943
Wingate	Sierra	Teacher, ESY	Freiler	\$4,943
Zamora	Sonia	Food Service Worker	South West Park	\$1,407
Zaragoza Hernandez	Sandra	Food Service Worker	South West Park	\$2,158
Approx. Total				\$534,575



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 17, 2021
RE: Authorize the Declaration of Need for the 2021-2022 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 the Declaration of Need for the 2021-2022 School Year

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



DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-2022

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 06 / 08 / 21 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, 2022.

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

TAMMY JALIQUE ASSOC. SUPT. HR
Name *Signature* *Title*

209-830-3260 _____
Fax Number *Telephone Number* *Date*

1875 WEST LOWELL AVENUE, TRACY, CA 95376
Mailing Address

tjalique@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, -N/A_____.

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

Submitted by Superintendent, Director, or Designee:

N/A	N/A	N/A
_____	_____	_____
<i>Name</i>	<i>Signature</i>	<i>Title</i>
N/A	N/A	N/A
_____	_____	_____
<i>Fax Number</i>	<i>Telephone Number</i>	<i>Date</i>
N/A	_____	
	<i>Mailing Address</i>	
N/A	_____	
	<i>E-Mail 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)	6
Bilingual Authorization (applicant already holds teaching credential)	1
List target language(s) for bilingual authorization: SPANISH	
Resource Specialist	20
Teacher Librarian Services	7

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	2
Single Subject	2
Special Education	2
TOTAL	6

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. TUSD HAS RESIDENCY PROGRAM FOCUSING ON RECRUITING SPED TEACHERS

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.

ALLIANT UNIVERSITY; BIOLA UNIVERSITY; BRANDMAN UNIVERSITY; CAL STATE TEACH FRESNO;

CSU CHICO, EAST BAY, SACRAMENTO, SAN JOSE, STANISLAUS; GRAND CANYON UNIVERSITY;

NOTRE DAME DE NAMUR; TEACHERS COLLEGE OF SAN JOAQUIN; UNIVERSITY OF PHOENIX; ETC

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

N/A



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 18, 2021
RE: **Approve a Variable Term Waiver for Special Education Teachers- Added Authorization in Special Education (AASE); Autism Spectrum**

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

RATIONALE: In reviewing staffing for the 2021-2022 school year, it has been determined that Tracy Unified School District has a need for Renewed Variable Term Waivers for Special Education RSP/SDC positions.

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 of Human Resources.

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain an Education Specialist Intern Credential in Mild/Moderate with AAAS Authorization. The individual will be provided orientation, guidance and assistance during the valid period of the waiver.

Steve Doerksen; Kimball High School; RSP/SDC Mild/Moderate; 9th- 12th Grades

Janae Heinrich; Tracy High School; SDC Science; 9th -12th Grades

Andrea Guerrero-Herrera; Poet School; SDC Mild/Modcrate; K-8th Grades

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 21, 2021
RE: **Approve Unpaid Social Work Student Affiliation and Practicum Placement Agreement with Eastern Washington University**

BACKGROUND: Tracy Unified School District encourages preparation institutions to place students in our schools to fulfill their requirement for obtaining Social Work Licensing. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. This agreement shall commence on the date of the last signature and continue thereafter for one year.

RATIONALE: Students will be placed with permanent status employees within our District who are willing to serve as mentor with the approval of their supervisor.

FUNDING: None.

RECOMMENDATION: Approve Unpaid Social Work Student Affiliation and Practicum Placement Agreement with Eastern Washington University.

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

SOCIAL WORK STUDENT AFFILIATION & PRACTICUM PLACEMENT AGREEMENT

This Agreement is made and entered into by and between **Eastern Washington University** ("EWU"), located at 526 5th St, Cheney, WA 99004 and TRACY UNIFIED SCHOOL DISTRICT ("Agency"), located at 1875 W LOWELL AVE, TRACY, CA 95376

The purpose of this Agreement is to cooperate in providing practicum placement educational experiences ("Program") for **Social Work** students of EWU. In consideration of the mutual benefits of such a Program, the parties to this Agreement agree that the Program shall be covered by and subject to the following conditions:

A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to cooperate in jointly planning the Program through EWU at the Agency and in jointly evaluating EWU students.
2. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability.
3. Visits by EWU staff to the Agency for the purposes of planning and evaluating the Program, discussing student performance, learning new skills, and arranging for additional educational experiences will be welcomed.
4. EWU and Agency will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient information as required by law, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) and by the respective policies and procedures of EWU and Agency.
5. EWU, at its discretion, will refer students to participate in the Program at Agency. Before agreeing to take students, the Agency may ask for certain documentation regarding the students, such as immunization records or criminal background checks. EWU will inform students that they must provide the information requested by the Agency if they wish to participate in the Program at the Agency. Agency may refuse to allow students to participate at its location(s) for any lawful reason. Additional information about EWU's responsibilities is contained in section B.
6. The students and the Agency staff shall conduct themselves in accordance with the National Association of Social Workers (NASW) professional organizational standards of conduct.
7. Before publishing any material based on a student's experience at Agency under this Agreement, EWU students and staff must obtain prior written approval from the Agency and EWU.
8. There will be no payment of charges or fees between EWU and Agency.

B. EWU RESPONSIBILITIES

1. Assure continuing compliance with the educational standards established by the professional accrediting association. EWU will be responsible for instruction and administration of the students' academic education program.
2. Plan and administer the Program, while encouraging Agency staff participation. EWU will provide information to Agency concerning its curriculum and the professional and academic credentials of its faculty for the students at the Agency.

3. Designate an appropriately qualified and credentialed faculty field instructor ("FFI") to coordinate and act as the liaison with Agency.
4. Refer for participation in the Program only those students who have successfully completed all prerequisite academic requirements for the Program.
5. Provide the Agency with the names of students and information regarding the students' level of preparation and prior experience as well as materials for the evaluation of the students prior to the arrival of students. EWU is responsible for supplying any additional information required by Agency as set forth in this Agreement, prior to the arrival of students. EWU will notify Agency in writing of any change in a student's status.
6. Determine the students' final grade for the practicum educational experience.
7. If required by the Agency, EWU will instruct students to provide Agency evidence of current immunizations relevant to the Program and prior to participating in the Program.
8. If required by Agency, EWU will instruct students to provide Agency evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.
9. If required by the Agency, EWU will ask each student who may be placed at Agency to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to EWU, and to authorize EWU to transmit that record or copy thereof to Agency. Before participating in the Program at the Agency, EWU will provide Agency with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Agency. The students will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and Agency, Agency may conduct the background inquiry directly and the Agency may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. Agency understands and agrees that any information forwarded to it by EWU has been procured through this process. EWU does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Agency.
10. Comply with and ensure, to the extent possible, that students comply with the policies and procedures established by Agency. EWU will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Agency as identified below prior to being admitted to the Agency.
11. Encourage each student participating in the Program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the Program. EWU will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

C. AGENCY RESPONSIBILITIES

1. Designate an agency field instructor ("AFI") to act as liaison with EWU and to provide the students and EWU with feedback on the students' performance. Agency will submit in writing to EWU the professional and academic credentials for the AFI. Agency will notify EWU in writing of any change or proposed change in the AFI. The AFI shall possess the following minimum requirements:
 - i. For Social Work BASW practicum, the Agency agrees to provide supervision of the students by a post-two-year MSW or BASW.
 - ii. For Social Work MSW practicum, the Agency agrees to provide supervision of the students by a post-two-year MSW.

2. Provide students with a desirable practicum educational experience within the scope of services provided by Agency. Provide a patient/client caseload appropriate to the students' level and ability and of adequate size and variety to ensure the educational experience.
3. Provide the students with instruction and practical experience on new equipment and techniques as acquired. Agency will make available to students basic supplies and equipment, including an Agency vehicle or student vehicle mileage reimbursement, necessary for care of patients/clients and the Program. Within the limitation of facilities, Agency will make available office and conference space for students and, if applicable, the FFI.
4. Submit required reports on each student's performance and evaluate the students in accordance with EWU policies.
5. Retain full and sole responsibility for the care rendered to patients/clients, and maintain the quality of patient care without relying on the students for staffing purposes.
6. Provide an orientation for the student covering the rules, regulations, procedures, facilities, and equipment of the Agency.
7. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
8. Notify EWU as soon as possible of any problems arising with the students or the Program. Agency will have the right to take immediate interim action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, the AFI will notify EWU of the action taken. Agency will cooperate in providing information about the student's actions to EWU. All final resolutions of the student's academic status in such situations will be made solely by EWU after reviewing the matter and considering whatever written factual information Agency provides to EWU; however, Agency reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.
9. On any day when a student is participating in the Program at its facilities, Agency will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. At the student's expense and request, Agency will provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from student's health care providers. Students will be financially responsible for the cost of any and all health care or first aid that becomes necessary while students are on-site.

Except as provided in this Agreement, Agency will have no obligation to furnish medical or surgical care to any student.

D. OPERATIONAL DETAILS

EWU and Agency agree:

- For BASW students, to execute the Program in accordance with the directives, policies and procedures detailed in the EWU School of Social Work BASW Practicum Manual, v.02.26.15, or as revised from time to time.
- For MSW students, to execute the Program in accordance with the directives, policies and procedures detailed in the EWU School of Social Work MSW Practicum Manual, v.02.26.15, or as revised from time to time.
- Agency will allow for flexibility in student's field practicum schedule for students to attend mandatory field seminars. It is understood that students will be required to make up practicum hours missed.
- Placement of practicum students is designed primarily to develop skills in the student and secondarily to enhance Agency services.

- Contemporaneous with or following execution of this Agreement and within the scope of its provisions, EWU may develop letter agreements with Agency to formalize additional operational details of the Program. Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

E. STUDENTS' STATUS AND RESPONSIBILITIES

1. Students referred to the Agency are and will remain students of EWU. Students will have the status of learners and will not replace Agency personnel. Any service rendered by students is incidental to the educational purpose of the Program.
2. Agency employees who are or become enrolled in the EWU School of Social Work may receive monetary compensation during their participation in the Program in accordance with the EWU School of Social Work Practicum in the Workplace Agreement.
3. Subject to section E.2, Students will not be entitled to any monetary or other remuneration for services performed by them at Agency, nor will Agency otherwise have any monetary obligation to EWU or its students, by virtue of this Agreement.

F. LIABILITY COVERAGE PROVISIONS

1. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. Neither party will be considered the agent of the other and neither party assumes responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.
2. Agency shall indemnify, defend and hold harmless EWU and all officials, agents and employees of EWU, from and against all claims arising out of or resulting from the performance of this Agreement. Agency's obligation to indemnify, defend, and hold harmless EWU shall not be eliminated or reduced by any actual or alleged concurrent negligence of EWU or its agents, agencies, employees, and officials. Agency waives its immunity under Title 51 RCW to the extent that it is required to indemnify, defend, and hold harmless EWU and its agencies, officials, agents or employees.
3. EWU and its officers, employees, and agents, while acting in good faith within the scope of their official EWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW), and successful claims against EWU and its employees, officers, and agents in the performance of their official EWU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
4. Agency shall maintain general liability and professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate to cover its employees, officers, and agents in the performance of this Agreement, and further provide the means for defense and payment of claims that may arise against such individuals. Agency shall provide proof of such insurance to EWU upon execution of this Agreement. EWU shall maintain insurance documentation for their Field Supervisors as specified in Exhibit 1.
5. As required by the Agency for participation in the Program, students will be required to have professional liability coverage with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate. Certificates of such coverage will be provided to the Agency upon request.

- G. TERM.** This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than three (3) years from its effective date, or earlier at the request of either party.

- H. **TERMINATION.** This Agreement may be canceled by giving the other party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for students already enrolled and participating in the Program until they have completed their current rotation.
- I. **NOTICE.** The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by EWU or Agency will be in writing and transmitted by email, facsimile, mailed by first-class mail, postage prepaid or by hand delivery to:

Agency	EWU
TRACY UNIFIED SCHOOL DISTRICT	Procurement & Contracts
HUMAN RESOURCES DEPARTMENT	Eastern Washington University
1875 W LOWELL AVE	218 Tawanka Hall
TRACY, CA 95376	Cheney, WA 99004-2456
Email: <u>DECHRStaff@tUSD.net</u>	Email: <u>contracts@ewu.edu</u>
Phone: <u>209-830-3260</u>	Phone: <u>(509) 359-2253</u>
Fax: <u>209-830-3264</u>	Fax: <u>(509) 359-7984</u>

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are mailed will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

- J. **AMENDMENTS.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- K. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for in this Agreement.
- L. **GOVERNING LAW AND VENUE.** The parties' rights and obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington. The venue of any action hereunder shall be the Superior Court of Spokane County, Washington.
- M. **SURVIVAL.** EWU and Agency expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.
- N. **ORDER OF PRECEDENCE.** Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:
- This Agreement;
 - Attachments to this Agreement in reverse chronological order.
- O. **SEVERABILITY.** If any provision of this Agreement, or any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.
- P. **WAIVER.** Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.
- Q. **INSPECTION.** Agency will permit, on reasonable notice and request, the inspection of related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.

- R. HIPAA.** EWU voluntarily provides students with training on the requirements of HIPAA. Agency will provide additional training on Agency-specific HIPAA policies and procedures. EWU will direct its students and faculty to comply with the policies and procedures of Agency. No protected healthcare information (PHI) is anticipated to be exchanged between Agency and EWU. Solely for the purpose of defining students' role in relation to the use and disclosure of Agency PHI, students acting pursuant to this Agreement are defined as members of Agency's workforce. However, EWU's students and faculty shall not be considered to be employees of Agency.
- S. ELECTRONIC SIGNATURES.** A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.
- T. APPROVAL.** This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

TRACY UNIFIED SCHOOL DISTRICT

Eastern Washington University

Signature

Date

TAMMY JALIQUE

Name

ASSOCIATE SUPERINTENDENT FOR HUMAN RESOURCES

Title

Signature

Date

Doug Vandenboom

Name

Director, Procurement & Contracts

Title



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: May 25, 2021
SUBJECT: Approve 2021-2022 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A

RECOMMENDATION: Approve 2021-2022 Designation of CIF Representatives to League.

Prepared by: Dr. Brian Stephens, Superintendent.

2021-2022 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2021.**

TRACY UNIFIED School District/Governing Board at its MAY 11, 2021 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL WEST HIGH SCHOOL
NAME OF REPRESENTATIVE ZACHARY BOSWELL POSITION PRINCIPAL
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL zboswell@tusd.net

NAME OF SCHOOL WEST HIGH SCHOOL
NAME OF REPRESENTATIVE STEVE ANASTASIO POSITION ATHLETIC DIRECTOR
ADDRESS 1987 W. LOWELL AVE CITY TRACY ZIP 95376
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL sanastasio@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE JASON NOLL POSITION PRINCIPAL
ADDRESS 315 E. 11TH STREET CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209830-3361 E-MAIL jnoll@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE MATT SHROUT POSITION ATHLETIC DIRECTOR
ADDRESS 315 E. 11TH STREET CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL mshrout@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature 

Address 1875 W. Lowell Ave City Tracy Zip 95376

Phone 209-830-3201 Fax 209-830-3204

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

2021-2022 Designation of CIF Representatives to League

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TRACY UNIFIED School District/Governing Board at its MAY 11, 2021 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2021-2022 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES


NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE BEN KELLER POSITION PRINCIPAL
ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL bkeller@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE JOE LAWRENCE POSITION ATHLETIC DIRECTOR
ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376
PHONE 209-820-6600 FAX 209-832-6601 E-MAIL jlawrence@tusd.net

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____
NAME OF REPRESENTATIVE _____ POSITION _____
ADDRESS _____ CITY _____ ZIP _____
PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Brian Stephens Signature 
Address 1875 W. Lowell Ave City Tracy Zip 95376
Phone 209-830-3201 Fax 209-830-3204

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BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: May 25, 2021
SUBJECT: Adopt Resolution #20-20, Resolution Establishing the Student Activity Fund

BACKGROUND: A new governmental accounting standard caused the California Department of Education (CDE) to establish a fund called the Student Activity Fund, known as Fund 08 in the Standardized Account Code Structure, to be used to account for the financial activities of student body associations that do not meet the definition of fiduciary under the new standard, commencing with fiscal year 2019-2020. The revenues of the Student Activity Fund are restricted to the purposes established in the Education Code

Tracy Unified School District has a need to account for student body associations that do not meet the definition of fiduciary activities under Governmental Accounting Standards Board Statement 84.

The attached resolution will establish the Student Activity Fund to be used to account for the financial activities of student body associations that do not meet the definition of fiduciary under the new standard, commencing with fiscal year 2019-2020.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #20-20, Establishing the Student Activity Fund.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION #20-20
Resolution Establishing the Student Activity Fund**

WHEREAS, Education Code Section 48930 et. Seq. authorizes the organization of student body associations and prescribes how funds of the association may be deposited and expended;

WHEREAS, a new governmental accounting standard caused the California Department of Education (CDE) to establish a fund called the Student Activity Fund, known as Fund 08 in the Standardized Account Code Structure, to be used to account for the financial activities of student body associations that do not meet the definition of fiduciary under the new standard, commencing with fiscal year 2019-2020.

WHEREAS the revenues of the Student Activity Fund are restricted to the purposes established in the Education Code;

WHEREAS Tracy Unified School District has a need to account for student body associations that do not meet the definition of fiduciary activities under Governmental Accounting Standards Board Statement 84.

THEREFORE, BE IT RESOLVED that the Governing Board hereby authorizes the establishment of the Student Activity Fund.

PASSED AND ADOPTED, this 8th day of June, 2021, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2021
SUBJECT: Approve School Site Single Plans for Student Achievement and Site Budgets for the 2021-2022 School Year

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Board for approval. The SPSAs being submitted for approval at this time are for the 2021-2022 school year.

RATIONALE: State law requires local Governing Board approval of each site's Single Plan for Student Achievement (SPSA). This item supports 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 Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement and Site Budgets for the 2021-2022 School Year.

Prepared by: Tania Salinas, Director of Continuous Improvement, State & Federal Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2021
SUBJECT: **Approve the Purchase of the Reading Skills Intervention Program from the Santa Clara University Institute of Reading Development to Provide Targeted TUSD K-8 Students with Reading and Literacy Interventions during Summer of 2021**

BACKGROUND: In an on-going endeavor to assist District under-performing K-8 students, in addition to combatting COVID-19 learning loss and the usual “summer slide” learning loss, District staff formed a Literacy Committee to seek out Literacy and Language Arts Programs that can be used to provide District current kindergarten through eighth grade under-performing students with additional support in beginning reading, phonics, fluency and reading comprehension during the Summer of 2021, and beyond. The District Literacy Committee vetted many programs and concluded that the Reading Skills Intervention Program provided by the University of Santa Clara meets the needs of our students, specifically those low-performing students identified as performing two or more grade levels below their current grade level. This Program also aligns with the District Initiative of all students reading on grade level by the third grade, and will help in decreasing the achievement gap. This effort will prevent these students from falling further behind and requiring a great deal of remediation in successive years.

RATIONALE: As indicated by the high number of designated under-performing students, there is great need to provide these students with additional means to gain the necessary skills to become successful readers. The Reading Skills Intervention Program will provide each enrolled student with eight (8) weeks of instruction in age-appropriate skills in reading and associated areas, using a combination of synchronous and asynchronous instruction methods. These methods include: Teaching and group discussion via Zoom; online skills practice; one-on-one supportive coaching and independent reading exercises. The Reading Skills Program has a 51-year history of providing high-quality, evidence-based curriculum and instruction to over 3 million students. The Institute of Reading Development will manage all communications and follow-up with families, the shipping of curriculum and materials directly to students’ homes, instruction, and assessment and progress reporting. This item supports 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 Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost, not to exceed \$711,500.00 will be entirely paid out of the District’s Low-Performing Student Block Grant, and will provide approximately 3500 of our lowest-performing

K-8 students with Reading and Literacy Intervention over an eight-week summer Program, which can then be extended into the regular school year at no extra cost. The specifications of the Low-Performing Student Block Grant are to provide these targeted students with additional academic assistance and intensive interventions.

RECOMMENDATION: Approve the Purchase of the Reading Skills Intervention Program from the Santa Clara University Institute of Reading Development to Provide Targeted TUSD K-8 Students with Reading and Literacy Interventions During Summer of 2021.

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



INSTITUTE OF READING DEVELOPMENT

May 24, 2021

To: Tracy Unified School District
1875 W. Lowell Avenue
Tracy CA 95376
Ph. (209) 830-3200
Attn: Tania Salinas

From: Institute of Reading Development
Josh Kizner, COO and
Vice President, Partnerships
jkizner@readingprograms.org
800-964-9090

Reading Skills Program Quote

Summary

Total Amount:	\$707,770.00	Quote ID:	QUO-01014-X9B8B2
Shipping Method:	Included	Date:	5/25/2021
Requested Delivery Date:	Commences upon receipt of PO	Effective From:	5/24/2021
Payment Terms:	45 days from receipt of PO	Effective To:	6/24/2021

Shipping Information

Multiple Shipping Addresses - Shipping Materials to Student Homes

Details

Product ID	Product	Tuition per Seat	Materials / S&H per Seat	Subtotal for 2500 Seats
TUSD GE 2021	Reading Skills Program Seats for 3500 Students	\$160.00	\$39.00	\$696,500.00

Sales Tax	\$11,270.00
Total	\$707,770.00

Payment Options

Checks

INSTITUTE OF READING DEVELOPMENT
5 Commercial Boulevard
Novato, CA 94949

Please email your purchase order to:
jkizner@readingprograms.org

Electronic

Account Name Institute of Reading Development
Account # 0224296616
Bank Name Wells Fargo
Bank Address 420 Montgomery St
San Francisco, CA 94104
Swift Code WFBUS6S
ACH ABA Routing 121042882



Tracy Unified School District

Extended Learning Proposal, Executive Summary

May 24, 2021

Summary

Santa Clara University and the Institute of Reading Development propose to bring their K-8 Reading Skills Program to Tracy Unified School District students. This program provides eight weeks of instruction in age-appropriate skills in reading and associated academic areas, using a combination of synchronous and asynchronous instruction methods including group discussion and instruction via zoom, independent reading, online skills practice, and one-on-one supportive coaching. The Reading Skills Program has a 51-year history of providing high-quality, evidence-based curriculum and instruction to over 3 million students.

Program Objectives

The Reading Skills Program meets all students where they are and engages them in exciting discussion of meaningful texts while also teaching critical reading and associated skills with the twin goals of helping young people become more skilled readers who have the capacity and desire to become fully absorbed in reading.

Students' weekly schedule includes:

- Class meetings (via Zoom)
- Age-appropriate skill exercises in class and via the Program's online portal
- Independent reading in fiction and nonfiction (4th grade and up)
- Periodic one-on-one student/teacher meetings (via Zoom)

Student Objectives

Learn-to-Read Programs (K and 1st grade)

- Progress in beginning phonics
- Progress with sight word acquisition
- Learn to read simple words and short sentences
- Develop a love of books and reading

Independent Reading Programs (1st – 4th grades)

- Progress in advanced phonics and intermediate long word decoding skills
- Develop oral reading fluency (and progress in shift to silent reading for older students)
- Build reading comprehension and ability to express thoughts during discussion
- Become an independent reader
- Develop a love of reading

Reading and Writing Skills Programs (4th – 6th grades)

- Progress in advanced long word decoding skills
- Develop beginning nonfiction/textbook skills
- Develop beginning expository writing skills
- Improve reading comprehension and ability to express thoughts during discussion
- Increase fluency and speed in silent reading
- Become a **strong, enthusiastic reader**

Intermediate Reading and Writing Skills Programs (6th – 8th grades)

- Increase reading speed with improved retention
- Develop intermediate nonfiction/textbook skills
- Develop intermediate expository writing skills
- Improve reading comprehension and ability to express thoughts during discussion
- Become a strong, enthusiastic reader

Additional Information

The Institute of Reading Development will manage all communication, shipping, instruction, assessment, and wrap up. This includes attendance records and progress reports within 14 days of the program conclusion.