

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
June 22, 2021

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

This meeting will be held in person – Masks are required

[VIEW LIVE STREAM HERE](#)

**TIME: 5:30 PM Closed Session
7:00 PM Open Session**

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services:
3.2.1 Approve Settlement Agreement for Special Contract Services with Contractors for Independent Education Evaluations (IEE) with Non-Public Agencies (NPAs)
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Graduation Exemption 2020-21 KHS #10311490
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Approve Resolution No. 20-23 of Intent to Dismiss
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Public Employee Performance Evaluation - Superintendent
3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___
3.3.4 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. Closed Session Issues:

6a Report Out of Action Taken on Approve Settlement Agreement for Special
3.2.1 Contract Services with Contractors for Independent Education Evaluations (IEE) with Non-Public Agencies (NPAs)

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6b Report Out of Action Taken on Graduation Exemption 2020-21 KHS #10311490
3.2.2

Action: **Vote:** Yes___; No___; Absent___; Abstain___

6c Report Out of Action Taken on Approve Resolution No. 20-23 of Intent to
3.3.1 Dismiss

Action: **Vote:** Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of June 8, 2021

1-6

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

8. Student Representative Reports: None.

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

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

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on San Joaquin County COVID19

10.2.2 Receive Report on State Indicators

7

10.2.3 Receive Report on State Indicators for TISCs

8

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (May 2021)
 (Separate Cover Item)

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

10-13

13.1.3	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	14-15
13.1.4	Approve Payroll Reports (May 2021)	16-20
13.1.5	Approve Revolving Cash Fund Reports (May 2021)	21-22
13.1.6	Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service	23-25
13.2	Educational Services:	
13.2.1	Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2021-2022 School Year	26-40
13.2.2	Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2021-2022 (Separate Cover Item)	41
13.2.3	Approve the 2021-2022 Consolidated Application for Funding for the Tracy Unified School District	42-44
13.2.4	Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2021-2022 School Year	45-52
13.2.5	Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Wanda Hirsch School, Art Freiler School and Jacobson School for the 2021-2022 School Year	53-59
13.2.6	Approve Agreement for Contract Services Between the San Joaquin County Office of Education and Central Elementary School for the 2021 – 2022 School Year	60-64
13.2.7	Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2021-2022 School Year	65-68
13.2.8	Approve Agreement for Contract Services Between the Boys & Girls Club of Tracy and North School for the 2021-2022 School Year	69-72
13.2.9	Approve Agreement for Contract Services between Health Connected and Tracy Unified School District for the 2021- 2022 School Year	73-77
13.2.10	Approve Agreement for Special Contract Services with Aquatic Dreams Scuba Center, to provide Professional Development to High School Physical Education Teachers on August 2, 2021 or August 13, 2021	78-81
13.2.11	Approve Agreement for Special Contract Services with Lifesaver CPR, to Provide Professional Development to Single Subject Physical Education and Teachers Providing Instruction in a Career Technical Education (CTE) Course on the August 4, 2021 Buy Back Day	82-85
13.2.12	Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2021-2022 School Year	86-93
13.2.13	Approve Specialized Grant Funding for the 2021-2022 Agriculture Incentive Grant for West High School	94-99

13.2.14	Approve Overnight Travel for the West High FFA Officer Retreat And Industry Tour Trip to Camanche Lake Resort in Ione, CA. August 27-29, 2021	100
13.2.15	Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at George Kelly Elementary School during the 2021 -2022 School Year	101-104
13.2.16	Approve Agreement for Special Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2021-2022 School Year	105-110
13.2.17	Approve Master Contract (MC) for Creative Alternatives, NPS for the 2021-2022 School Year (Separate Cover Item)	111
13.2.18	Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation	112-116
13.2.19	Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District for the 2021-2022 School Year	117-120
13.2.20	Approve Agreement for Special Contract Services with Central California World Language Project, to Provide World Language Teachers Professional Development during the District Early Release Mondays and Three Summer Session Days for Three Years: 2021-2022, 2022-2023, and 2023-2024	121-124
13.2.21	Approve Agreement for Special Contract Services with S & S Worldwide/PE Central, to Provide Single Subject Physical Education Teachers Professional Learning on the District Staff Development Buy-Back Day August 4, 2021 and District Early Release Mondays during the 2021-2022 School Year	125-129
13.2.22	Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways (Separate Cover Item)	130
13.2.23	Approve Master Contract (MC) for Nonpublic Agency, Nonsectarian School Services with Behavioral & Educational Strategies & Training (B.E.S.T.) (Separate Cover Item)	131
13.2.24	Approve Master Contract for Nonpublic, Nonsectarian Agency (NPA) Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board-Certified Behavior Analyst (BCBA) (Separate Cover Item)	132
13.2.25	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center for 2021-2022 (Separate Cover Item)	133
13.2.26	Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency Services with Haynes Family of Programs Inc-S.T.A.R. Academy (Separate Cover Item)	134
13.2.27	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education for 2021-2022 (Separate Cover Item)	135
13.2.28	Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2021-2022 School Year (Separate Cover Item)	136
13.2.29	Approve Master Contract for Stockton Educational Center (SEC) Non-Public School (NPS) for the 2021-2022 School Year (Separate Cover Item)	137

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|----------------|--|----------------|
| 13.2.30 | Approve Agreement for World of Wonders (W.O.W) to Provide STEM In-House Field Study Trips for the 2021-2022 School Year to Villalovo Students | 138-141 |
| 13.2.31 | Approve Overnight Travel for the West High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 24 – July 27, 2021 | 142 |
| 13.2.32 | Approve Agreement for Contract Services between Edgenuity Inc. and Williams Middle School to Provide License Edgenuity Inc. MyPath Reading and Math site license for the 2021-2022 School Year | 143-151 |

13.3 Human Resources:

- | | | |
|---------------|---|----------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 152-153 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 154-156 |
| 13.3.3 | Approve School Psychology and School Counseling Internship Agreement with Brandman University | 157-164 |
| 13.3.4 | Approve PPS School Counseling Internship Agreement with CSU Stanislaus | 165-170 |
| 13.3.5 | Approve School Psychology and School Counseling Fieldwork Agreement with Brandman University | 171-179 |
| 13.3.6 | Certify that Provisions of Section 5593 Regarding Coaches Have Been Met | 180-184 |

- 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:

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|---------------|---|----------------|
| 14.1.1 | Certify Corrective Action to the 2019-20 Findings and Recommendations of the Independent Annual Financial Report
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | 185-190 |
| 14.1.2 | Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for the 2021-2024 School Years (Separate Cover Item)
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | 191-192 |
| 14.1.3 | Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS) for the 2021-2024 School Years (Separate Cover Item)
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | 193-194 |
| 14.1.4 | Adopt the 2021-22 Annual School District Budget (Separate Cover Item)
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | 195-197 |
| 14.1.5 | Approve the Award of Request for Proposal (RFP) for Charter Bus Services (Separate Cover Item)
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | 198 |

14.2 Educational Services:

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|---------------|---|----------------|
| 14.2.1 | Adopt Resolution No. 20-21 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2021-2022 School Year and to Authorize Designated Personnel to Sign Contract Documents
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__. | 199-207 |
|---------------|---|----------------|

14.2.2	Approve K-8th Grade Student Handbook for the 2021-2022 School Year (Separate Cover Item)	208
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.2.3	Adopt Revisions to the TUSD High School Student Handbook for the 2021-22 School Year (Separate Cover Item)	209
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.2.4	Adopt Revisions to the TISCS Student Handbook for the 2021-22 School Year (Separate Cover Item)	210
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.2.5	Approve TISCS Expanded Learning and Opportunities Grants Plan (Separate Cover Item)	211-212
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.3	Human Resources	
14.3.1	Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item)	213
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.3.2	Approve New TSMA Salary Agreement (Separate Cover Item)	214
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.3.3	Approve Increase to Certificated Substitute Salary Schedule	215
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.3.4	Approve Increase to Translator Hourly Rate of Pay	216
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.3.5	Approve Amendment to Superintendent Contract (Separate Cover Item)	217
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.3.6	Approve Job Description and Salary for Community Family Services Advisor	218-221
Action:	Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___.	
14.3.7	Adopt Resolution 20-22. Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds	222-224
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 August 10, 2021

17.2 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, June 8, 2021**

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

- 6:45 PM:** 1-3. President Kaur called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:21 PM** 5. President Kaur called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6. None.
- Minutes:** 7. **Approve Regular Minutes of May 25, 2021**
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Abstain-1(Kaur)
- Visitors:** None. Meeting was live ~~streamed~~ via Microsoft Teams.
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9. None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:**
10.1.1 Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP), Associated Expenditures, and the Budget Overview for Families (Separate Cover Item)

Director of Continuous Improvement and State & Federal Programs, Tania Salinas, presented a power point. She reviewed the LCAP which is 3-year plan that includes goals, actions, services and expenditures and supports positive student outcomes. Stakeholder engagement is a big part of the process. They met with stakeholders including bargaining groups, DELAC, parent advisory committee and held evenings event. Tonight, is a public hearing and at the next board meeting they will ask

for approval. She reviewed the goals and highlights which included STEM, Social Emotional Learning and Mental Health Services, Early Literacy Intervention, Increase achievement in math and intervention and accelerated learning for students at risk. The State Metrix are determined by the state and TUSD also determined 2 more. She also summarized the budget overview of revenue and expenditures. Tonight, is the public hearing. Tomorrow we will post a draft for additional comments. This will be brought back to the board on June 22nd for approval. It will then be sent to the county. The final draft will be posted prior to the July 1 deadline.

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)

Director of Student Services and Principal of Tracy Independent Study Charter School, Dr. Mary Petty, presented a power point. She reviewed the LCAP for the Tracy Independent Study Charter School (TISCS) which is similar to TUSD however TISCS is its own LEA. It is a dependent charter school of TUSD. She talked about the process including stakeholder engagement, working with TUSD leadership, parent advisory, engagement night, a survey and consulted with the SELPA. This is aligned with their goals to prepare students for college and careers and provide a safe environment for all. The State Metrics are the same for TUSD. Since TISCS is brand new, it does not have base line data like TUSD, but has several goals in mind that we will work towards. Since it is its own LEA, it can provide the same services as TUSD. Last year they started with about 50-60 students and they also transitioned to grades K-12 in January. There will be a public hearing tonight. This will also be posted on the website for public comment. We will bring it back to the board for approval at the June 22nd meeting and will be posted by the July 1st deadline.

10.1.3 Receive Report on the 2021-2022 Annual School District Budget (Separate Cover Item)

Associate Supt of Business Services, Dr. Rob Pecot, presented a power point on the budget. He will make a larger presentation at the next board meeting. Our budget looks healthy. Two years ago, we could not have imagined this situation. This is a snapshot of where we are and it is very positive news. This is an example of the fiscal responsibility and good decisions that we have made. He also reviewed the ESSER money and where it was going. These projections are also assuming the COLA raise in the upcoming year for the various groups.

10.2 Educational Services:

10.2.1 Receive Report on San Joaquin County COVID19

Associate Superintendent of Education Services, Julianna Stocking,

presented a power point on the current COVID numbers. We are slowly doing better. San Joaquin County is currently in the orange tier with a 4.0 in new cases per 100,000 and 2.0 for California.

Hearing of Delegations

11. None.

Public Hearing:

- 12.1 **Administrative & Business Services:**
- 12.1.1 Conduct a Public Hearing on the Proposed Local Control Accountability Plan (LCAP) for TUSD
Opened public hearing at 8:00 p.m.
No comments were received.
Closed public hearing at 8:00 p.m.
- 12.1.2 Conduct a Public Hearing on the Proposed Local Control Accountability Plan (LCAP) for TISCS
Opened public hearing at 8:00 p.m.
No comments were received.
Closed public hearing at 8:01 p.m.
- 12.1.3 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2021-22 School District Budget
Opened public hearing at 8:02 p.m.
No comments were received.
Closed public hearing at 8:02 p.m.

Consent Items:

- 13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.
Action: Amending 13.3.1 and approving all others except 13.2.11 and 13.2.13.
Abercrombie, Erskine. **Vote:** Yes-7; No-0; Absent-0.
Action: On Items 13.2.11 and 13.2.13. Blanco, Abercrombie.
Vote: Yes-6; No-0; Abstain-1(Souza)
Members approving these items have no conflict of interest.
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2020/21 School Year
- 13.2 **Educational Services:**
- 13.2.1 Approve Agreement for Special Contract Services with KinderLab Robotics to Provide Professional Development to PreK-Grade 1 Teachers in the 2021-2022 School Year
- 13.2.2 Approve the Annual District Title III Plan for the 2021-2022 School

- Year
- 13.2.3 Approve Agreement for Contract Services Between Boys & Girls Clubs of Tracy and Central School for the 2021 - 2022 School Year
 - 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
 - 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
 - 13.2.6 Approve Agreement for Special Contract Services with San Joaquin County Office of Education – California Preschool Instructional Network (CPIN)
 - 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
 - 13.2.8 Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin County Public Health, for the 2021-2022 School Year
 - 13.2.9 Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2021-2022 School Year
 - 13.2.10 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
 - 13.2.11 Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2021-2022 School Year
 - 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
 - 13.2.13 Approve Agreement for Special Contract Services with Parents By Choice of Stockton for the 2021-2022 School Year
 - 13.2.14 Approve Agreement for Contract Services with Peer Health Exchange for Substance Use Group Classes during the 2021-2022 School Year
 - 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
 - 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
 - 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
 - 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
 - 13.2.19 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2021-2022 School Year

- 13.2.20 Ratify Agreement for Contract Services Between Freedom Soul Media Education Initiatives and West High School for the 2020-2021 School Year
- 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
- 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
- 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 Employment of 2021 Summer School Staff
 - 13.3.4 Authorize the Declaration of Need for the 2021-2022 School Year
 - 13.3.5 Approve a Variable Term Waiver for Special Education Teachers-Added Authorization in Special Education (AASE); Autism Spectrum
 - 13.3.6 Approve Unpaid Social Work Student Affiliation and Practicum Placement Agreement with Eastern Washington University

Action Items:

- 14.1 Administrative & Business Services:**
 - 14.1.1 Approve 2021-2022 Designation of CIF Representatives to League
Action: Abercrombie, Erskine. **Vote:** Yes-7; No-0.
 - 14.1.2 Adopt Resolution #20-20, Resolution Establishing the Student Activity Fund
Action: Abercrombie, Blanco. **Vote:** Yes-7; No-0.
- 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)
Action: Abercrombie, Erskine. **Vote:** Yes-7; No-0.
 - 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
Action: Abercrombie, Alexander. **Vote:** Yes-7; No-0.

Board Reports:

Trustee Alexander attended the West High graduation and it was awesome. He congratulated all students and their parents for their work. Trustee Erskine also enjoyed the graduations and she looks forward to the upcoming year and would like to see a strategic plan. She liked Mr. Keller's speech about being careful when focusing on certain students and try to ensure equity. She also would like to focus on writing proficiency. Trustee Blanco congratulated the Class of 2021. She enjoyed attending the graduations of Stein High and Tracy High. She wished everyone a "Happy Pride". She also announced that an anonymous donor will pay for student purchases at the bookstore downtown. Trustee Hoffert congratulated

the Class of 2021. He attended the graduation of Kimball High School and looks forward to their success. Trustee Souza thanked Ana for bringing up item 13.2.13 as she works for that company. Her audio was not working, but she did abstain from the vote. Trustee Abercrombie passed. Trustee Kaur congratulated everyone who graduated. She attended the Kimball and West High graduations and they were amazing. It was great to see students happy and the speeches were great. She commended all board members who attended graduations and thanked the school district.

**Superintendent
Report:**

Dr. Stephens congratulated students on their graduation and for their efforts. Also, he recognized the staff at the high schools for organizing the graduations and the 8th grade staff for organizing their celebrations. He appreciates everyone's efforts. He also thanked the entire district, staff, students and parents. It has been an incredibly challenging year. He is proud of the efforts of everyone. We will continued to work hard and keep our focus on students which speaks a lot about TUSD.

Adjourn: 8:17 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2021
SUBJECT: Receive Report on State Indicators

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both state and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Due to the circumstances surrounding the COVID-19 Pandemic, in March 2020, the U.S. Department of Education approved California's request to waive statewide accountability and reporting requirements for the 2019–2020 school year. In June 2020, Governor Newsom approved Senate Bill (SB) 98, which prohibits the California Department of Education (CDE) from *publishing* state and local indicators in the 2020 Dashboard. However, the State accountability requirements have not been waived. Local Educational Agencies (LEAs) are still required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the District's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 10, 2021
SUBJECT: Receive Report on State Indicators for TISCS

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both state and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Due to the circumstances surrounding the COVID-19 Pandemic, in March 2020, the U.S. Department of Education approved California's request to waive statewide accountability and reporting requirements for the 2019–2020 school year. In June 2020, Governor Newsom approved Senate Bill (SB) 98, which prohibits the California Department of Education (CDE) from *publishing* state and local indicators in the 2020 Dashboard. However, the State accountability requirements have not been waived. Local Educational Agencies (LEAs) are still required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local governing board/body in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As TISCS must report to its Governing Board annually on the Local Indicators, this report will provide an update on the school's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators for TISCS.

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 8, 2021
SUBJECT: Approve Accounts Payable Warrants (May 2021)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (May 2021).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 1, 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 22, 2021
SUMMARY OF SERVICES**

A. Vendor: Assad Insurance Agency, Inc.
Sites: Tracy Unified School District
Item: Property and Liability Insurance Renewal for the 21/22 Fiscal Year
Services: Property and liability insurance includes: Premises and vehicles, real property and contents, crime/employee dishonesty, electronic data processing, equipment breakdown, excess liability, cyber liability, claims administration, NorCal Relief claims administration, safety inspections, and property appraisals.
Cost: \$1,163,871.00
Project Funding: Risk Management

B. Vendor: Atkinson, Andelson, Loya, Ruud and Romo
Sites: Tracy Unified School District
Item: Agreement for Special Services
Services: Legal and non-legal Human Resources consulting services and education law training classes.
Cost: \$330.00/hr. (senior partners), \$295.00/hr. (senior associates)
Project Funding: Risk Management

C. Vendor: Alegre Home Care/Alegre Staffing
Sites: District-wide
Item: Contract
Services: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.
Cost: \$48.50/hr. for LVN 1, \$54.00/hr. for LVN 2, \$58.00/hr. for RN, \$75.00/hr. for RN/BSN. Not to exceed \$900,000.00.
Project Funding: Health Services

D. Vendor: Sierra Building Systems
Sites: District-wide
Item: Proposal
Services: Per the National Fire Alarm and Signaling Code, NFPA 72, Sierra Building Systems will perform testing, inspection, and deficiency repairs to the fire alarm panels district wide.
Cost: \$94,663.00 for inspections, not to exceed \$115,000.00.
Project Funding: Environmental Compliance

E. Vendor: Houghton Mifflin Harcourt (Scholastic Read 180)
Sites: Williams Middle School
Item: Annual Renewal

Services: Since 2015, Tracy Unified has partnered with the Scholastic, now Houghton, Mifflin, Harcourt, companies to access online intensive intervention software. Use of the Read 180 software program is intended to work towards the District goal of increasing literacy for all at risk students.
Cost: \$2,181.00 for 35 Student Licenses
Project Funding: Expanded Learning Opportunity Grant

F. Vendor: McArthur & Levin, LLP
Sites: Tracy Unified School District
Item: Attorney-Client Fee Contract
Services: Legal services for Special Education matters under state and federal law.
Cost: \$225.00/hr. (partner attorney), \$200.00/hr. (associate attorney)
Project Funding: Risk Management

G. Vendor: McCormick and Barstow, LLP
Sites: Tracy Unified School District
Item: Purchase Order
Services: Legal services for liability claims and litigation.
Cost: \$235.00/hr. as negotiated by the NorCal Relief executive committee.
Project Funding: Risk Management

H. Vendor: Johnson, Schachter, & Lewis
Sites: Tracy Unified School District
Item: Purchase Order
Services: Legal services for liability claims and litigations.
Cost: \$235.00/hr. as negotiated by the NorCal Relief executive committee.
Project Funding: Risk Management

I. Vendor: Leone & Alberts, Attorneys at Law
Sites: Tracy Unified School District
Item: Purchase Order
Services: Legal services for liability claims and litigations.
Cost: \$235.00/hr. as negotiated by the NorCal Relief executive committee.
Project Funding: Risk Management

J. Vendor: All City Management
Sites: Bohn Elementary School
Item: Agreement
Services: School crossing guard services at Bohn School for the 2020-2021 school year.
Cost: \$13,440.60
Project Funding: General Fund

K.	Vendor:	Schindler Elevator Corporation
	Sites:	District-wide
	Item:	Service Agreement
	Services:	Maintenance agreement, repairs, and emergency communication monitoring for the eight (8) passenger elevators located at various school sites.
	Cost:	< \$23,000.00
	Project Funding:	Environmental Compliance
L.	Vendor:	Cosco Fire Protection
	Sites:	District-wide
	Item:	Agreement
	Services:	Conduct annual inspection o the fire sprinkler systems and fire hydrant systems per NFPA 25. Repair and service to sprinkler risers and hydrants based on deficiencies found during inspection.
	Cost:	< \$85,000.00
	Project Funding:	Environmental Compliance
M.	Vendor:	ApexSCF
	Sites:	Transportation
	Item:	Contract
	Services:	Active shooter and hijacking situational training for school bus drivers
	Cost:	\$5,992.00
	Project Funding:	Learning Opportunities Grant
N.	Vendor:	Opening Technologies, Inc.
	Sites:	Tracy High School
	Item:	Contract
	Services:	Install new code compliant restrictive keying system for Tracy High School Buildings I, J, L, E and R (Phase 1).
	Cost:	\$186,261.00
	Project Funding:	Fund 14/Def. Maintenance
O.	Vendor:	D&H Painting
	Sites:	Frieler School
	Item:	Contract
	Services:	Exterior painting of all exterior campus buildings.
	Cost:	\$102,924.00
	Project Funding:	Fund 14/Def. Maintenance
P.	Vendor:	Hankin Specialty Elevator
	Sites:	District-wide
	Item:	Service Agreement
	Services:	Maintenance and service of the Districts thirteen wheelchair lifts, to include state inspections and repairs when applicable.
	Cost:	< \$9,500.00
	Project Funding:	Environmental Compliance



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 CVS/Pharmacy (Patterson), 12 pallets of sanitizer wipes and spray bottles at a total value of \$47,682.00. This donation will benefit the staff and students of Tracy Unified. The items will be divided up and dispersed to all the school sites district-wide.

Freiler Elementary School:

1. Tracy Unified School District/Freiler Elementary School: From the Blackbaud Giving Fund for the amount of \$504.00 (ck. #504). This donation will be used to purchase school supplies and will benefit the staff and students of Freiler School.

Poet-Christian Elementary School:

1. Tracy Unified School District/Poet-Christian Elementary School: From the Gladys Poet-Christian PTSA for the amount of \$774.77 (ck. #1515). This donation will benefit the Poet School Science Club and will be used for club supplies and activities.
2. Tracy Unified School District/Poet-Christian Elementary School: From the Gladys Poet-Christian PTSA for the amount of \$670.00 (ck. #1514). This donation will be used for agendas, supplies and school activities.

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: Approve Payroll Reports (May 2021)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (May 2021).

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

Pay Date 05/10/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	304,214.51	Teachers' Salaries
		1200	573.60	Cert Pupil Support Salaries
		1300	21,440.32	
		1900	37,832.34	Other Certificated Salaries
		2100	132,658.51	Instructional Aides' Salaries
		2200	93,594.66	Classified Support Salaries
		2400	13,700.37	Clerical & Office Salaries
		2900	5,610.24	Other Classified Salaries
		Total Labor	609,624.55	
Fund	01	SACS Object	Amount	
		3101	43,898.15	STRS On 1000 Salaries
		3201	1,285.47	PERS On 1000 Salaries
		3202	6,177.35	PERS On 2000 Salaries
		3301	6,720.21	
		3302	13,726.02	
		3501	182.20	State Unemploy On 1000 Salary
		3502	122.82	State Unemploy On 2000 Salary
		3601	6,525.77	Worker'S Comp Ins On 1000 Sal
		3602	4,401.70	Worker'S Comp Ins On 2000 Sal
		Total Contributions	83,039.69	
Fund	11	SACS Object	Amount	
		1100	14,396.17	Teachers' Salaries
		1200	573.60	Cert Pupil Support Salaries
		2100	896.41	Instructional Aides' Salaries
		2400	283.48	Clerical & Office Salaries
		Total Labor	16,149.66	
Fund	11	SACS Object	Amount	
		3101	1,779.05	STRS On 1000 Salaries
		3202	219.88	PERS On 2000 Salaries
		3301	217.05	
		3302	90.27	
		3501	7.47	State Unemploy On 1000 Salary
		3502	0.59	State Unemploy On 2000 Salary
		3601	268.32	Worker'S Comp Ins On 1000 Sal
		3602	21.15	Worker'S Comp Ins On 2000 Sal
		Total Contributions	2,603.78	
Fund	12	SACS Object	Amount	
		2100	405.16	Instructional Aides' Salaries
		Total Labor	405.16	
Fund	12	SACS Object	Amount	
		3202	4.32	PERS On 2000 Salaries
		3302	15.23	
		3502	0.20	State Unemploy On 2000 Salary
		3602	7.26	Worker'S Comp Ins On 2000 Sal
		Total Contributions	27.01	

Fund 13	SACS Object	Amount	
	2200	6,484.68	Classified Support Salaries
	Total Labor	6,484.68	
Fund 13	SACS Object	Amount	
	3202	431.78	PERS On 2000 Salaries
	3302	350.72	
	3502	3.23	State Unemploy On 2000 Salary
	3602	116.22	Worker'S Comp Ins On 2000 Sal
	Total Contributions	901.95	

ESCAPE ONLINE

Pay Date 05/28/2021

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEES SUMMARY

Fund	01	SACS Object	Amount	
		1100	4,763,670.17	Teachers' Salaries
		1200	406,737.70	Cert Pupil Support Salaries
		1300	490,529.47	Cert Suprvrs' & Admins' Sal
		1900	104,253.03	Other Certificated Salaries
		2100	385,100.43	Instructional Aides' Salaries
		2200	784,881.32	Classified Support Salaries
		2300	180,253.89	Class Suprvrs' & Admins' Sal
		2400	434,640.60	Clerical & Office Salaries
		2900	33,694.31	Other Classified Salaries
		Total Labor	7,583,760.92	
Fund	01	SACS Object	Amount	
		3101	903,600.72	STRS On 1000 Salaries
		3102	6,132.27	STRS On 2000 Salaries
		3201	34,285.53	PERS On 1000 Salaries
		3202	357,729.63	PERS On 2000 Salaries
		3301	86,226.94	
		3302	129,156.16	
		3401	618,312.40	
		3402	252,180.17	
		3501	2,882.66	State Unemploy On 1000 Salary
		3502	907.99	State Unemploy On 2000 Salary
		3601	103,341.03	Worker'S Comp Ins On 1000 Sal
		3602	32,598.12	Worker'S Comp Ins On 2000 Sal
		3701	64,124.12	
		3702	35,658.28	
		Total Contributions	2,627,136.02	
Fund	09	SACS Object	Amount	
		1100	105,304.63	Teachers' Salaries
		1200	641.92	Cert Pupil Support Salaries
		Total Labor	105,946.55	
Fund	09	SACS Object	Amount	
		3101	16,160.38	STRS On 1000 Salaries
		3201	1,179.62	PERS On 1000 Salaries
		3301	1,774.78	
		3401	12,246.13	
		3501	52.98	State Unemploy On 1000 Salary
		3601	1,899.09	Worker'S Comp Ins On 1000 Sal
		Total Contributions	33,312.98	
Fund	11	SACS Object	Amount	
		1100	11,039.46	Teachers' Salaries
		1200	8,260.75	Cert Pupil Support Salaries
		1300	10,964.84	Cert Suprvrs' & Admins' Sal
		2100	3,432.36	Instructional Aides' Salaries
		2400	8,945.71	Clerical & Office Salaries
		Total Labor	42,643.12	
Fund	11	SACS Object	Amount	
		3101	4,887.82	STRS On 1000 Salaries
		3202	2,562.23	PERS On 2000 Salaries
		3301	408.67	
		3302	897.54	
		3401	2,139.65	
		3402	2,451.27	
		3501	15.14	State Unemploy On 1000 Salary
		3502	6.19	State Unemploy On 2000 Salary
		3601	542.49	Worker'S Comp Ins On 1000 Sal
		3602	221.90	Worker'S Comp Ins On 2000 Sal
		Total Contributions	14,132.90	

Fund 12	SACS Object	Amount	
	1300	2,107.90	Cert Suprvrs' & Admins' Sal
	2100	10,675.38	Instructional Aides' Salaries
	2300	1,793.32	Class Suprvrs' & Admins' Sal
	2400	4,116.58	Clerical & Office Salaries
	Total Labor	18,693.18	

Fund 12	SACS Object	Amount	
	3101	340.43	STRS On 1000 Salaries
	3102	410.99	STRS On 2000 Salaries
	3202	2,388.09	PERS On 2000 Salaries
	3301	27.97	
	3302	990.83	
	3401	196.08	
	3402	1,603.92	
	3501	1.05	State Unemploy On 1000 Salary
	3502	8.30	State Unemploy On 2000 Salary
	3601	37.78	Worker'S Comp Ins On 1000 Sal
	3602	297.30	Worker'S Comp Ins On 2000 Sal
	Total Contributions	6,302.74	

Fund 13	SACS Object	Amount	
	2200	116,459.41	Classified Support Salaries
	2300	35,875.60	Class Suprvrs' & Admins' Sal
	2400	16,945.79	Clerical & Office Salaries
	Total Labor	169,280.80	

Fund 13	SACS Object	Amount	
	3202	30,448.35	PERS On 2000 Salaries
	3302	11,864.82	
	3402	16,671.05	
	3502	84.65	State Unemploy On 2000 Salary
	3602	3,034.38	Worker'S Comp Ins On 2000 Sal
	Total Contributions	62,103.25	

ESCAPE **ONLINE**



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 8, 2021
SUBJECT: Approve Revolving Cash Fund Reports (May 2021)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (May 2021).

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

06/02/21

TUSD
REVOLVING CASH FUND
May 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amount</u>
05/04/2021	9714	Taqueria Las Comadres	PO21-02108 WMS luncheon	
			01-0000-0-1110-1000-4300-490-2323	-754.00
TOTAL				-754.00
05/04/2021	9715	BLACK BEAR DINER	PO21-02112 WMS Breakfast	
			01-0000-0-1110-1000-4300-490-2323	-770.00
TOTAL				-770.00
05/05/2021	9716	Taqueria La Mexicana	PO21-02113 Central Elementary lunch	
			01-0000-0-110-1000-4300-130-2323	-541.25
TOTAL				-541.25
05/12/2021	9717	Taqueria La Mexicana	PO21-02210 Stein HS Luncheon	
			01-0000-0-1110-1000-4300-550-2323	-942.50
TOTAL				-942.50
05/25/2021	9718	BLACK BEAR DINER	PO21-02112 WMS 5/27/2021 Breakfast	
			01-0000-0-1110-1000-4300-490-2323	-974.25
TOTAL				-974.25



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 3, 2021
SUBJECT: Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service

BACKGROUND: District policy currently dictates that the disposal of equipment must meet the following conditions before a surplus is declared:

1) "When district-owned books, equipment and supplies become unusable, obsolete, or no longer needed, the Superintendent or designee shall identify these items to the Governing Board, together with their estimated value and a recommendation that they be sold or disposed of by one of the methods prescribed in law and administrative regulations." (BP 3270)

2) If the district is unable to use the equipment, an assessment must be made to determine which category the equipment falls under:

- Equipment about to be replaced
- Equipment beyond economic repair
- Obsolete due to changes in material make up (technology)
- Salvage and scrap
- Rubbish

3) The next step would be to sell the item for cash through the following steps:

a) "Ed Code 39520 requires the district to sell any personal property belonging to the district if the property is not required for school purposes, or if it should be disposed of for the purpose or replacement, or if it is unsatisfactory or not suitable for school use". A notice of sale would then be posted in a public place.

Or

The district can sell the equipment through an auction sale. In either case, the district reserves the right to award to the highest responsible bidder or reject all bids.

b) If the district fails to receive a qualified bid, a private sale without advertising can take place. The Board will need to reach a unanimous decision on whether the equipment met the criteria of "not exceeds value of \$2,500".

c) If the value of the equipment is insufficient to defray cost of sale (Ed Code 39521), the district can arrange for the disposal of the equipment in a local public disposal site.

The Tracy Unified School District Director of School Business Support Services & Purchasing has declared the surplus on the damaged, obsolete and surplus furniture, computers and equipment due to the fact the inventory has been replaced with newer, more modern and structurally safe inventory. The inventory has a negative value or at best, a negligible value.

The main concerns of district staff is that we are able to eliminate warranty issues for future use of these items, we reduce or eliminate hazardous waste from hitting our landfills and lastly, if we can help out others with our items, then we utilize companies that fulfill our requirements while helping out the environment and others who are less fortunate.

Our surplus items will be processed under an agreement with the vendors, which outlines a salvage plan that includes pick-up of obsolete items, they assume ownership of items, the associated warranty responsibility and the costs incurred for the disposal of toxic products as stated by law. The inventory will be consumed for its parts and reused through reselling channels, or lastly, after disassembly of items, will be sold to recyclers. All vendors are required to provide a Certificate of Recycling and Destruction to ensure the district is safe from any hazardous materials disposal liability and guards our safety against any internal information being accessed after it is declared surplus.

RATIONALE: “Property for which no qualified bid has been received may be sold, without further advertising, by the Superintendent or designee.” (Education Code 39521)

As advised by District counsel, surplus equipment and furniture should not be sold to the public unless the District is able to certify that equipment is safe. In addition, surplus should only be sold to those whom can take title of the equipment and warrant safety through certification.

FUNDING: There is a minimal cost to the district to contract with vendor to remove all e-waste.

RECOMMENDATION: Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service.

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

E-WASTE INVENTORY 6/22/21

ITEM	ESTIMATED QUANTITY
Monitors	256
Computers	774
Printers	25
TV's	14
Projectors	32
Keyboards & Mouses	162
Security Cameras	72



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2021
SUBJECT: **Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2021-2022 School Year**

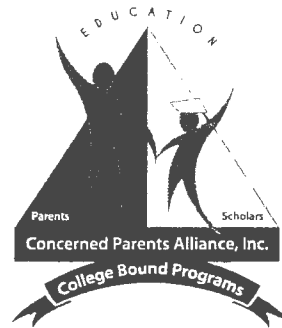
BACKGROUND: Research has documented the importance of involving parents in the educational program; however, some parents are more comfortable navigating the educational system than others. Guidance from the California Department of Education identifies parent involvement as a priority focus area for the development and implementation of the Local Control and Accountability Plan (LCAP). In recent years, all school sites have been encouraged to offer parent education opportunities and having done so; it appears that many of the same parents remain involved while others do not. Two years ago, a group of parents and students became involved in College Bound Tracy Unified School District (TUSD). Students and parents are engaged in this program and there is a desire to continue to provide this support to current participants at each high school for the 2021-2022 school year.

RATIONALE: During the 2015-2016 school year, TUSD piloted College Bound Tracy USD, a college and career readiness program which empowered approximately 50 Kimball, 50 West High and 5 Tracy High students (in grades 9 and 10) and their parents, guardians and/or responsible adults to navigate the educational system while ensuring postsecondary success. College Bound students and their parents attend mandatory monthly Saturday meetings throughout the school year. Parents and students alike identified the positive impact that this program is having on informing parents on how to best guide their child's educational path while students experience The College Bound Curriculum. During the 2019-2020 school year, the College Bound program continued supporting students and families. There is a desire to continue this program for the 2021-2022 school year. Thirty-eight (40) scholars from each of the three comprehensive high schools will be served, along with their families. This program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The total cost of College Bound Tracy USD is not to exceed \$155,000.00, paid for by Expanded Learning and Opportunity/ESSER Grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School Parents and Students for the 2021-2022 School Year.

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



College Bound Tracy Unified School District (CBTUSD)

A College and Career Readiness Proposal Between

Concerned Parents Alliance, Incorporated

and

Tracy Unified School District (TUSD)

2021 - 2024 Academic Year

June 6, 2021

The achievement gap cannot be closed without closing the parent/family engagement gap. We are in a national educational crisis and it's going to require all of us working TOGETHER in order to make a change. **Concerned Parents Alliance™/College Bound Programs** uses music, poetry, "reality statistics" and real-life solutions to help parents and families take back control of their households while ensuring educational success for their children. **CPA/ College Bound Programs** reaches parents where they are and helps them understand that "children need our presence more than our presents."

CPA/COLLEGE BOUND PROGRAMS

2021-2024 CBTUSD Program Details

COLLEGE AND CAREER READINESS FAMILY WORKHOP SERIES

The CPA/College Bound Programs team will provide monthly college and career readiness family workshops. The monthly workshops will be open to up to 120 9th – 12th grade TUSD scholars* and 30 of their younger siblings **plus** their families. The parents, guardians and/or responsible adults described above will be required to attend the workshops with their scholars. Parents/Guardians can register and attend the workshops with a goal of becoming more empowered to navigate the educational system, take back control of their households while ensuring post secondary success for their scholars and themselves. CB families will be empowered to navigate the educational system while being exposed to academic excellence, college preparation, community service, financial literacy, leadership development, appreciation of racial equity and inclusion, self-esteem building, and addressing the social/physical and emotional well-being that has heightened during the COVID pandemic for many. While being qualified for a four-year university/college is the program's priority, scholars and their families will also be exposed to additional post-secondary opportunities including attending a two-year college, career/vocational and military pathways.

CPA will provide a family friendly on-line registration via the CPA/College Bound Programs special registration link. CPA will also create and maintain program applications and rosters while providing personal reminder messages, emails and/or text messages to each participating family. The CPA and TUSD partnership will serve up to 350 scholars, parents and families.

New CB Components: Racial Equity and Inclusion and Social/Physical and Emotional Well-Being

Racial Equity and Inclusion Component – In today's environment, it's important that everyone understand and appreciate all cultures and backgrounds. Each CB family will be provided with the newly released book, "RE-VEALED: True Testimonials and Lessons Learned on Covert and Blatant Racial Experiences by Dr. Darlene V. Willis. Scholars and parents will have an opportunity to present information on their background and what others should celebrate about their culture. The goal is to help everyone understand that we all bring greatness to the table, dispel myths and appreciate the fact that once we understand each other, tell our own stories, have courageous and intentional conversations, how we can make a difference TOGETHER in this world.

Social/Physical and Emotional Learning (SPEL) Component – The American Psychological Association's Level of Stress Study suggests that 61% of adult Americans have had undesired weight gain since the pandemic began and 50% of parents are more stressed. Initial assessments have suggested that learning loss has impacted the under-represented and under-

served communities which has resulted in lower self-esteem and a resentment to the educational opportunities available. This component will provide:

- Information on exercising the mind and body (coping mechanisms, proper exercising)
- Available resources in San Joaquin County (tutoring, sports, crisis intervention, jobs, study groups, etc.)
- Guidance with applying for government assistance (housing, childcare, food banks, SNAP) benefits, Medi-Cal or Cal-Works)
- Direct assistance from qualified CPA staff to help address personal challenges

CPA/College Bound Programs will also provide a “pre-college bound” component titled **The CB Rising Scholars**. This creates a potential pipeline plus allows each parent/guardian the ability to participate fully in the program with their scholar. This component will also allow the CPA team to work with the younger siblings in exposing them to post-secondary opportunities and self-esteem building.

Timeline – August 2021 – May 2022

CBTUSD Workshop Dates:

August 4th – 31st– CB Recruiting

September 18th

October 16th

November 6th

December 4th

January 22nd

February 19th

March 19th

April 2nd

May 7th – Finale Program

Time: 9:00am – 12 Noon

Audience: 120 9th – 12th grade TUSD scholars and 30 of their younger siblings **plus** their families

TUSD Requirements: To identify and provide meeting facilities arranged theater style with 2 microphones, LCD projector and screen, Internet access, 4 classrooms, 1 open space room for the rising scholars’ component, computers or computer lab as requested, and 4 tables on a monthly basis. Provide a translator and appropriate listening devices equipment for workshop participants plus access, upon parent authorization, to educational records of CBTUSD students. CPA prefers that each high school and the district provide at least one representative at each CB meeting. TUSD will work with CPA staff to arrange for an exchange of dialogue with TUSD Principals, Counselors, Athletic Directors and other stakeholders in July 2021, October 2021 and January 2022. The objective of these meetings is to keep the lines of communication open.

CPA will submit a request at least 2 weeks in advance to site principals indicating number of computers requested/computer lab. Request will be approved pending confirmation of availability. If not available, CBTUSD will utilize modern technology via family cell phones.

CDC Guidelines: CPA will follow the CDC and TUSD's guidelines including meeting rooms that accommodate social distancing, wearing masks, etc.

INDIVIDUAL SCHOLAR, FAMILY ADVISING & COLLEGE BOUND ADVOCATE

College Bound scholars and their families will be assigned to **CPA/College Bound Program** staff members who provides guidance and advice regarding the A-G college requirements, GPA, tutorial resources, community service, leadership development, scholarship opportunities, college prep, test registration assistance as well as internal and external educational opportunities.

CPA/College Bound Program staff will be available to meet with families upon request and/or as challenges arise for the CB scholar. College Bound Teacher/Advocates will monitor grades, identify and work with TUSD resources to help further the educational journey of our College Bound scholars and families.

Timeline – September 2021 – May 2022

Time: On-going and based upon CBTUSD family needs

Audience: Scholars, Parents/Guardians and/or schools can request CPA/College Bound Program staff to be present for IEP, 504, Teacher, Family and/or Counselor meetings. With advanced notice, via the CPA Staff Request Online form, CPA/College Bound Program staff will make themselves available in order to meet the needs of the CB families.

TUSD Requirements: To provide a meeting room and/or space where **CPA/College Bound Program** staff can meet with scholars, parents, etc. as requested. **CPA/ College Bound Programs** staff shall work with assigned school site staff to request a school site meeting space in advance for all meetings.

COLLEGE BOUND OFFICERS/LEADERSHIP DEVELOPMENT

CB student officers will be elected during the second CB meeting. These officers will communicate pertinent information, including educational activities and scholarship opportunities, to their peers attending the TUSD high schools and meet prior to the CB meetings monthly. This model also allows the scholars to motivate each other during the non-CB dates.

CBTUSD DATA COLLECTION

CPA's Data Clerk will ensure the following data is collected and presented throughout the year.

- **PRE-ASSESSMENT SURVEY – CPA/ College Bound Programs** staff will provide a pre-assessment survey to every CBTUSD scholar and their families in August and September 2021.

Data Includes:

- Scholars entering and ending GPA
- Number of AP or honors classes currently enrolled
- Knowledge of A-G college requirements
- Number of community service hours
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Expectations of the program
- Identification of IEP or 504
- Knowledge of the TUSD on-line campus portal
- Tutorial resources for their scholar
- Number of scholarship opportunities
- FAFSA Completion and EFC
- Name and number of schools CB seniors applied to and accepted admission

POST ASSESSMENT SURVEY – CPA/ College Bound Programs staff will provide a post assessment survey to every CBTUSD scholar and their families in April 2021.

Data Includes:

- Scholars ending GPA and has it increased, decreased or stayed the same
- Number of AP or honors classes taken
- Knowledge of A-G college requirements
- Number of community service hours actually completed
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Were the program expectations met (1 to 5 rating with 5 being the highest)
- Number of times scholar and/or parent met with their school counselor
- Was CPA/COLLEGE BOUND PROGRAMS helpful regarding any school meetings
- Number of times they accessed the campus portal

- Whether or not their scholar took advantage of any tutorial services
- Whether or not their scholar took advantage of scholarships discussed or offered
- Number and names of colleges they applied to (Seniors Only)
- Number and names of colleges they were accepted to (Seniors Only)
- Scholarships they applied to and earned (Seniors Only)
- Completion of FAFSA and EFC average (Seniors Only)
- SAT/ACT taken and/or FEE waiver applied

TUSD Requirements: TUSD will provide transcripts for each registered scholar in August/September 2021 and January 2022, pending CPA collecting a completed Authorization to Release Form signed by the CBTUSD parent/guardian and submitted to TUSD.

College Bound Curriculum/Lesson Plans

Concerned Parents Alliance provides a customized curriculum used for each CB program. It meets the scholars, parents and families where they are and is designed specifically for college bound programs only. The curriculum focuses on educational topics that will impact each household. Examples include time management, study habits, A-G, entrepreneurship, financial aid and scholarships, building self-esteem, understanding the policies and procedures within the educational arena, taking back control of their households, bullying, social media, state of mind, current events, etc.

Comprehensive Marketing Plan

All of the CPA programs and services include a comprehensive marketing plan with the goal of not “adding more to the school staff’s plate” but including this information in the existing marketing efforts. CPA hopes to participate in quarterly meetings with key internal and external stake holders as well as given the opportunity to present at the TUSD Leadership meetings and to be listed as part of the TUSD College and Career Readiness programs. CPA will rely on TUSD staff to nominate and help get the word out about the College Bound TUSD program during key family-oriented programs and events. We will begin recruiting efforts from August 4th – 31st on each of the campuses.

Customized College Tours

CPA has taken our scholars and their parents on customized tours exposing them to over 300 colleges and universities throughout the country. The scholars and parents determine where we go each year. Week-long trips will more than likely be held during school breaks if CDC guidelines allow, and campuses open their doors for tours.

Required Attendance and Parent/Family Engagement

CBTUSD only meets once a month therefore we work with scholars and their families to make the program a priority. We understand that life gets in the way, however, there are no excuses to miss a CB meeting. All scholars must bring a parent/guardian or responsible adult with them to each monthly meeting. It is our goal to have every scholar and their families attend each CB meeting but parents have the ultimate decision. CPA asks that TUSD share with the athletic and/or extra-curricular Directors and ask them to excuse any CB scholars on the designated meeting dates and times. In turn, CPA will work with the parents/responsible adults to also check in with the above personnel reinforcing that their scholar will not be present at the activity if it falls on a CB date.

University/College Partnerships

CPA has a memorandum of understanding with several institutions of higher education including the University of CA, select schools within the California State University and private institutions. We will continue to establish partnerships with other companies or agencies that have made education a priority.

Scholarships

CPA has raised funds and researched hundreds of academic scholarships for our college bound scholars in good standing. Every year, we detail financial aid, financial literacy and scholarship information with the CB families.

CPA Staff Members

Concerned Parents Alliance® has a variety of professional staff members with diverse backgrounds including successful experience in the educational, corporate and non-profit

arenas. We only undertake assignments in which our competence has been established and where we can assure satisfactory performance by virtue of previous experience and/or individual expertise. CPA is a family-oriented organization who values education and family engagement.

CPA/College Bound Programs

OUTCOME BASED PROGRAMS AND SERVICES

Engaged Parents, Guardians, Caregivers and Responsible Adults Will:

- ◆ Understand that parent/family engagement is essential to a comprehensive and successful educational plan
- ◆ Understand the importance of the social/physical and emotional wellness of their scholar and cultural diversity appreciation
- ◆ Become familiar with the educational statistics impacting their children
- ◆ Become more empowered to take control of their finances while learning more about financing their child's educational journey.
- ◆ Understand their ability to have a direct impact as to whether or not their children do well in school, graduate from high school and have the choice of attending college
- ◆ Understand the importance of their scholars attending school, fulfilling A-G college requirements, graduating from high school, preparing for a successful post secondary opportunity with attending a four-year college or university being the priority

Engaged Scholars Will Understand:

- ◆ The importance of believing in themselves, appreciating cultural diversity and understanding the impact of social/physical emotional learning
- ◆ The importance of taking personal responsibility for their educational journey
- ◆ The power they have in creating a positive peer pressure which allows education to become one of their top priorities
- ◆ How they can control whether or not they graduate from high school and have the choice of attending college or exploring an array of post-secondary opportunities
- ◆ How fulfilling A-G college requirements could provide a variety of options to help them with their college and career choices
- ◆ How hard work could result in excellent grades which in turn could provide an array of scholarship opportunities.

CPA/College Bound Programs

PROGRAM COST AND BILLING

\$155,000 per year

CBTUSD is one of few programs within the district that serves the entire family. We work with the scholars, their younger siblings and their parents/guardians. Most programs focus only on the scholar or only on the parent. We believe in family empowerment and have a proven track record of success. The CBTUSD anticipates a waiting list for the 2021-2022 academic year.

CPA has cleared our schedule to service the TUSD community from 2021 – 2024.

CPA's goal is to further support this partnership in helping TUSD increase your A-G fulfillment percentages while empowering the parents/guardians and responsible adults to WAKE UP and take back control of their educational journeys and households.

Timeline – August 2021 – May 2022

Time: 9:00am – 12 Noon

CBTUSD Workshop Dates:

August 4th – 31st– CB Recruiting

September 18th

October 16th

November 6th

December 4th

January 22nd

February 19th

March 19th

April 2nd

May 7th – Finale Program

CPA, via the College Bound Tracy Unified School District program, will provide services up to 120 9th – 12th grade TUSD scholars* and 30 of their younger siblings **plus** their families. It's important to note that we will empower up to 350 scholars, parents and/or responsible adults for \$155,000.

CPA will bill TUSD in the amount of \$77,500 in August 2021 and January 2022.

Kimball, Tracy and West High Schools will be able to provide up to 40 scholars plus their younger siblings for The Rising Scholars component

It's important to calculate the fee formula of \$155,000 includes services for up to 120 9th – 12th grade scholars, 30 rising scholars **PLUS** their parents/responsible adults. It also includes advising, monitoring and connecting with all participants throughout the month and during the monthly meetings. In addition, each scholar and their family will receive the newly released book titled "RE-VEALED: True Testimonials and Lessons Learned on Covert and Blatant Racial Experiences plus a swift response to social/physical and/or emotional challenges.

All checks should be made payable to Concerned Parents Alliance® and mailed within 30 days of the invoice to:

PO Box 720092
San Diego, CA 92172-0092

All questions should be directed to Dr. Darlene V. Willis, Co-Founder/Executive Director by either calling 619-823-7103 or emailing drwillis63@gmail.com

CPA/College Bound Programs

CONTACT INFORMATION

Darlene V. Willis, Ph.D.
Co-Founder/Executive Director
PO Box 729992
San Diego, CA 92172-0092
619-823-7103
drwillis63@gmail.com



The information contained in this document is copyright and for exclusive use between the CPA/College Bound Programs and Tracy Unified School District partnership only.

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 Concerned Parents Alliance Incorporated – College Bound, 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 monthly college and career readiness workshops. The monthly workshops will be open to up to 120 9th -12th TUSD scholars and 30 of their younger siblings, plus their families. See attached Proposal for further details.

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 Ten (10) months Sept. 2021 – May 2022, under the terms of this agreement at the following location Tracy Unified School District.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$77,500.00 in two payments, the first in August 2021, and the second in January of 2022, upon receipt of invoice. **[XX] FLAT RATE**, not to exceed a total of \$155,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] **SHALL** **[XX] 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 in **[XX] TWO PAYMENTS 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 May 22, 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, Julianna Stocking, at (209) 830-3202 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 **[XX] 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:

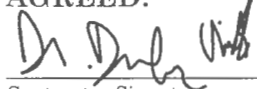
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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



Executive Director

Contractor Signature

Title

Tracy Unified School District

21- 0930

IRS Identification Number

Date

Expanded Learning/ESSER/Grant funds

Executive Director

Account Number to be Charged

Title

PO Box 720092

Department/Site Approval

Address

San Diego, CA 92172-0092

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: **Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2021-2022**

BACKGROUND: Tracy Unified School District (TUSD) has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components include high-quality preschool for approximately 56 students, child and adult literacy activities, kindergarten transition programs during the spring and summer, parent education and involvement opportunities, and articulation between early childhood and elementary school programs.

RATIONALE: Approving the contract for Building Literacy Together will allow the District to continue and expand the services offered to children ages zero to five, their parents, and caregivers. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool, supporting adult/child literacy, providing transition programs for incoming kindergarten students, offering community-based parent education programs, and promoting articulation between preschool and elementary school staff. Funding will allow TUSD to offer preschool programs at North and Villalovo schools. This aligns with District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers. The contract between TUSD and Building Literacy Together is attached here as a separate cover in addition to the Building Literacy Together Scope of Work, Budget Request Form and Budget Narrative.

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$473,619. for the period July 1, 2021 to June 30, 2022.

RECOMMENDATION: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2021-2022.

Prepared by: Tania Salinas, Director of Continuous Improvement.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 10, 2021
SUBJECT: Approve the 2021-2022 Consolidated Application for Funding for the Tracy Unified School District

BACKGROUND: Each year, the District is required to submit to the State Department of Education a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally-funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The 2021-2022 Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Site Plans containing specific goals, programs, and budgets are submitted to the School Board for approval as one part of these requirements.

RATIONALE: The Consolidated Application is attached here with this Agenda Item. State law requires local Governing Board approval of this Application for Funding. This agenda item supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; 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 the District, but the approval of this Item results in continued State and Federal Funding for the District.

RECOMMENDATION: Approve the 2021-2022 Consolidated Application for Funding for the Tracy Unified School District.

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

2021-22 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	06/22/2021
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District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Alina Chavez
DELAC review date	05/19/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111 et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2021-22 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

<p>Title IV, Part A (Student and School Support)</p> <p>ESSA Sec. 4101 SACS 4127</p>	<p>Yes</p>
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*****Warning*****

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2021
SUBJECT: **Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2021-2022 School Year**

BACKGROUND: The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. As a division of HMH, ICLE is best able to support Tracy Unified in making connections between the designed Units of Study and the need to move toward increasing rigor, relevance, and relationships for all students. The District has a planned continued partnership with ICLE to provide professional development for district teachers and administrators for increasing rigorous and relevant instruction and relationships for all students. The 2021-2022 school year will be the fourth year of the partnership with ICLE.

RATIONALE: The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. During the 2017-2018 and 2018-2019 school years, the District partnered with them to provide professional development in the Rigor/Relevance Framework to district and site administrators and teachers. The District's goal is to shift to a student-centered model focused in students working and thinking about their learning.

Through a comprehensive and blended approach, this contract is tailored to support our continued implementation of the California Standards through a series of courses and coaching to fit our leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership

Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students.

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement a collaborative approach to teacher support. The purpose of Year 3 is to deepen leadership skills in the area of organizational and instructional leadership. Leadership courses and coaching modules will focus on providing effective feedback to teachers, building leadership capacity, and using classroom data in a meaningful way.

This contract includes a total of 162 on site days and a number of components including coaching days for administrators and teachers with ICLE coaches uniquely skilled at providing training and implementation support of the Rigor/Relevance Framework, along with high-leveraging instructional strategies aimed at improving student outcomes.

The purpose of this professional development is to continue to train and support all site and district administrators and teachers in the Rigor/Relevance Framework in order to improve instruction and student outcomes. The first component includes the District annual leadership and strategic planning training in July 2021 for district and site administrators as well as monthly Leadership Academy Sessions for all site administrators and Ed Services team members. The second component includes 3 days of training for new administrators to the District and new site teachers. The third component includes 8 days at each of the 17 school sites for on-site, job-embedded coaching and support from the ICLE coaches. This support includes, but is not limited to:

- Training on the Daggett System for Effective Instruction
- Building understanding of how rigor, relevance, and relationships support the foundations of effective instruction through lesson design
- Supporting the development of action items for creating engaging learning environments
- Training and implementation support for effective instructional strategies to increase rigor and relevance
- Professional development of higher level thinking through questioning, academic discussion, and writing strategies
- Calibration of instructional rounds focused on the Rigor/Relevance Framework
- Site leadership coaching to build the capacity of the site leadership team in implementing Rigor/Relevance effectively at each individual school site

This agenda request meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the staff development training is \$ 641,520.00 and will be paid by Expanded Learning and Opportunity Funds.

RECOMMENDATION: Approve Agreement for Special Contract ~~Services~~ with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2021-2022 School Year.

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

SERVICES AGREEMENT

DATE: 4.21.21
CP: 007995810

NAME OF SCHOOL DISTRICT: TRACY UNIFIED SCHOOL DISTRICT

ADDRESS: 1875 W LOWELL AVE, TRACY, CA 95376

Dates	Description	Investment
TBD	79 In-Person Leadership Coaching Days	\$391,050.00
TBD	83 In-Person Instructional Coaching Days	\$410,850.00
	Less 20% Preferred Partner Discount (standard rate \$4,950.00 per day; with discount \$3,960.00 per day)	-\$160,380.00
Total (All Inclusive)		\$641,520.00

Total Investment Includes	
Travel and Expenses	<ul style="list-style-type: none"> - Airfare - Ground transportation - Lodging - Meals - All other travel expenses
Materials	- Instructional materials used during the session (as applicable)

Services Agreement valid for 30 days

Subject to terms and conditions, located at: <https://www.hmhco.com/terms-of-use/services>

The district/organization referenced above hereby accepts and agrees to the details set forth in this Services Summary, including dates and fees, subject to the terms and conditions.

CLIENT TO COMPLETE:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

- Will a PO be issued for this purchase? ☐ Yes ☐ No PO Required
- Is the PO attached? ☐ Yes ☐ No If no, anticipated date of PO: _____
- Please Invoice from Houghton Mifflin Harcourt: ☐ Upon delivery of service or ☐ Upfront
- If invoice "upon delivery of service" is selected, please indicate funding/PO expiration/last date
HMH can invoice: _____
- Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to:
Kimi.Coupe@hnhco.com

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Houghton Mifflin Harcourt Company DBA (ICLE), 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 Professional Development for District Administrators, Site Administrators and Teachers in the Rigor/Relevance Framework for the California Content Standards for the 2021-2022 school year in the Tracy Unified School District.

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 162 () [] HOURS [X] DAYS, under the terms of this agreement at the following location TUSD School Sites and D.O..

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

- a. District shall pay \$641,520.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$641,520.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [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, Julianna Stocking, at (209) 830-3202 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 24, 2021
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Wanda Hirsch School, Art Freiler School and Jacobson School for the 2021-2022 School Year

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through eighth grade for four to eight-week sessions (depending on the school). Students will learn basic art concepts and carry out various art projects.

RATIONALE: In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading project-based learning for the Common Core Standards. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: These contracts are to be paid with Site, Parent Club and Site Categorical Funding. The Central School contract will not exceed \$4,576.00 to be paid from Title 1 funds. McKinley School contract will not exceed \$2885.00 to be paid from Title 1 funds. Wanda Hirsch School and Art Freiler School will be at no cost due to a credit of funds from the 2019-2020 school year. Jacobson School contract will not exceed \$4,992.00 to be paid from site funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, Wanda Hirsch School, Art Freiler School and Jacobson School for the 2021-2022 School Year.

Prepared by: Ms. Nancy Morgan Link, Central School Principal.



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

**MEMORANDUM OF UNDERSTANDING
(Central/Mario, Kelsey, TBD)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and **Central Elementary** for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and **Central Elementary**, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Central Elementary** to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, **Mario Tejada, Kelsey Cardoni, and an additional artist TBD**, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 3, 2021 and will continue on the following dates. See quote.

Number of classes: (22) Twenty one classes, 4-week sessions.

Staff Contact at site: Nancy Link 830-3303 nlink@tusd.net

Artist Contact: Mario 985-4435 donmario819@gmail.com Kelsey 265-6105 kelseycardoni@yahoo.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, **Central Elementary** will pay SJCOE the sum of \$4,576.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☒ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☒ No N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Central Elementary
200 West Eaton Avenue, Tracy, CA 95376

Date

SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

5/24/2021
Date

5/25/21
Date



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

MEMORANDUM OF UNDERSTANDING
(McKinley/Linda, Frances, Inga)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and McKinley Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and McKinley Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for McKinley Elementary to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artist-in-Residence, Linda Brown, Frances Yamuni, and Inga Perry who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: January 4, 2022 and will continue on the following dates. See attached.

Number of classes: (20) Twenty classes 4-week sessions

Staff Contact at site: Shannon Bancroft 830-3319 sbancroft@tusd.net

Artist Contact: Linda Brown 914-5309 brownliff@yahoo.com Inga Perry 825-7212 ingaperry@hotmail.com
Frances Yamuni 482-3611 colorsandcanvas2u@gmail.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, McKinley Elementary will pay SJCOE the sum of \$2,885.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☒ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☒ No N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

McKinley Elementary
800 W. Carlton Way, Tracy, CA 95376

Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

5/20/21
Date


CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

5/25/21
Date



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

MEMORANDUM OF UNDERSTANDING
(Wanda Hirsch/Mario, Linda, TBD)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Wanda Hirsch Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Wanda Hirsch Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Wanda Hirsch Elementary to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, Mario Tejada, Linda Brown and an artist TBD, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: August 20, 2021 and will continue on the following dates. See attached.

Number of classes: (18) Eighteen classrooms, 2 sessions each.

Staff Contact at site: Kay Phenix 830-3312 kphenix@tUSD.net

Artist Contact: Mario Tejada 985-4435 donmario816@gmail.com Linda Brown 914-5309 brownlff@yahoo.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, Wanda Hirsch Elementary will pay SJCOE the sum of \$0.00 (credit from 19/20).

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☒ Yes ☐ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Wanda Hirsch Elementary
1280 Dove Drive, Tracy, CA 95376

Date

Sandra Wendell
SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

Wanda Hirsch 5/17/21
CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Date



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

MEMORANDUM OF UNDERSTANDING
(Art Feiler Elementary/ Mario)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Art Feiler School for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Art Feiler School, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Art Feiler School to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, Mario Tejada who is a temporary employee of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 14, 2021 and will continue on the following dates. See quote.

Number of classes: (5) five classes, 4-week session

Staff Contact at site: Judy Mizuno 830-3309 jmizuno@tusd.net

Artist Contact: Mario Tejada 985-4435 donmario819@gmail.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, Art Feiler School will pay SJCOE the sum of \$0.00 (credit from 19/20)

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No ☐ N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No ☐ N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION


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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Art Feiler Elementary
2421 W Lowell Avenue Tracy, CA 95376

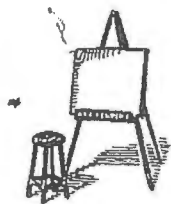
Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

5/28/21
Date


CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

5/25/21
Date



Artist in Schools Residency Quote

209-468-4973 swendell@sjcoe.net

Please reply to this emailed quote with your approval of dates and we will issue your MOU.

Art Freiler School
Judy Mizuno 830-3309 School Year 2021-2022

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
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Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> September	<input type="checkbox"/> Marlo	<input type="checkbox"/> 5	<p>\$1,296.00</p> <p>-\$1,296.00</p> <p><u>(credit from 19/20)</u></p> <p><u>\$0.00</u></p> <p>Your invoice will be sent at the start of the residency.</p>

These dates are pending Artist approval. An MOU will be issued soon.

Notes:		Session Dates:
Order supplies from the provided list on our website.	Sign and return MOU.	5 classes:
Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.	Keep the copy for your records.	September 14, March 2, 9, 31
Contact Artists directly at:	Click the link below for complete program details:	
Mario: 985-4435	Sjcoe Ais website	
donmario819@gmail.com		



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

MEMORANDUM OF UNDERSTANDING
(Jacobson Elementary/ Mario, TBD)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Jacobson School for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Jacobson School, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Jacobson School to: 1) Provide supplies for artists in residence. 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site. 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes. 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline. 5) Expedite timely payment to SJCOE. Artists-in-Residence, Mario Tejada and an additional artist TBD, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

II. TERM OF AGREEMENT

Services by SJCOE will begin: September 8, 2021 and will continue on the following dates. See attached.

Number of classes: (24) Twenty four classes, 4-week sessions

Staff Contact at site: Julie Miller 830-3315 jemiller@tUSD.net

Artist Contact: Mario Tejada 985-4435 donmarlo819@gmail.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, Jacobson School will pay SJCOE the sum of \$4,992.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☒ No N/A

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☒ No N/A

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

V. EXTENSION OF TERM

By mutual consent of the parties hereto the term of service described herein in Article 1 may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Jacobson Elementary
1750 W Kavanagh Avenue Tracy, CA 95376

Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

5/19/21
Date


CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

5/19/21
Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 24, 2021
SUBJECT: Approve Agreement for Contract Services Between the San Joaquin County Office of Education and Central Elementary School for the 2021 – 2022 School Year

BACKGROUND: Central staff has made a deep commitment to literacy. The staff has received in depth professional development from Nancy Fetzer every year for the past decade. We have worked on teaching reading, comprehension and phonemic development. The past two years we started increasing rigor in classroom read alouds.

RATIONALE: We know interactive read alouds are a proven strong instructional strategy and the staff feels a need for deeper training in this area. We hope to connect this to STEM where appropriate. The San Joaquin County Office of Education, has been working on interactive read alouds and will present to all grade levels at Central School. Central School requests approval to work with the SJCOE consultants on this literacy professional development. This professional development 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: Site categorical funding. The School Site Title 1 funds shall pay a total of \$9,300.00.

RECOMMENDATION: Approve Agreement for Contract Services Between the San Joaquin County Office of Education and Central Elementary School for the 2021 – 2022 School Year.

Prepared by: Ms. Nancy Morgan Link, Tracy High School Principal.

MEMORANDUM OF UNDERSTANDING

San Joaquin County Office of Education's Language & Literacy Department and Tracy Unified School District's Central Elementary Memorandum of Understanding, 2021-2022 School Year

This Memorandum of Understanding represents the agreed upon services to be provided to Tracy Unified School District's Central Elementary hereinafter referred to as Central Elementary by San Joaquin County Office of Education's Language & Literacy Department hereinafter referred to as Language & Literacy.

Language & Literacy will provide Central Elementary with:

Interactive Read Aloud Professional Learning

3 days @ 1600/day = \$4800

3 half-days @ \$800/day = \$2400

Books, creating, and prepping materials for 3-5 teachers = \$2100

\$9,300 total

Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

CERTIFICATION OF NON-EMPLOYMENT STATUS:

Language & Literacy certifies that at all times Language & Literacy is acting as an independent contractor and not an employee of Central Elementary.

Central Elementary agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of the SJCOE against any and all claims which may result from this agreement.

Language & Literacy agrees to make no claim against Central Elementary for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree Language & Literacy is not entitled to any such benefits.

Are you any of your employees or sub-contractors a CALSTRS or CALPERS member? ☐ Yes ☐ No

If yes, are they paid through a payroll system that reports to both CALSTRS and CALPERS? ☐ Yes ☐ No

Signatures of Authorized Representatives:

Karin Linn-Nieves
Director, Language & Literacy

Karin Linn-Nieves
San Joaquin County Office of
Education

5/11/21
Date

Warren Sun
Division Director, Operations

Warren Sun
San Joaquin County Office of
Education

5/11/21
Date

Superintendent or Designee

Tracy Unified School District's
Central Elementary School

Date

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide professional development for all Central teachers on literacy and interactive read alouds.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 6 full days and 3 half days () | 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 \$ 9,300 per | HOUR | DAY | FLAT RATE, not to exceed a total of \$ 9,300. 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:

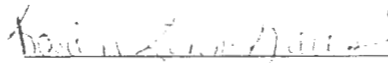
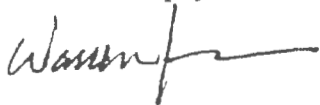
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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



Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Director, Language & Literacy

Title

San Joaquin County Office of Education

Address

PO Box 213030

Stockton, CA 95213

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 22, 2021
SUBJECT: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2021-2022 School Year

BACKGROUND: The Boys and Girls Club of Tracy has provided after school services in the community at school sites for over 25 years. Monte Vista Middle School wishes to continue our partnership with the Boys and Girls Club of Tracy as they provide after school programs that the district cannot. Students have the opportunity to participate in tutoring, sports, art, nutrition, and other programs. Many of our students would be home alone, unsupervised, were it not for the Boys and Girls Club. Students can stay “checked in” until parents arrive at 6:00pm.

RATIONALE: Providing a safe environment where students can learn after school is vital for students to discover and develop their full potential. Monte Vista Middle School’s partnership with the Boys and Girls Club provides a wealth of after school opportunities that are positive, enhance academics, encourage physical fitness, and are community oriented. This agenda request supports District Strategic Goal #1: Ensure students are prepared for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The cost, not to exceed \$22,000, will be paid from Title I Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2021-2022 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 after school activities, tutoring, sports, and nutrition for 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 5 days a week () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$22,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$22,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 9, 2021, and shall terminate on May 27, 2022.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kelly Mil CEO
Contractor Signature Title

IRS Identification Number

Chief Executive Officer
Title

753 W. Lowell Ave.
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 27, 2021
SUBJECT: Approve Agreement for Contract Services Between the Boys & Girls Club of Tracy and North School for the 2021-2022 School Year

BACKGROUND: The Boys & Girls Club of Tracy has been providing after school services in the community at school sites for over 20 years. The North side of Tracy is identified as an area of need due to juvenile activities associated with unauthorized groups. North School was awarded the After School Education and Safety (ASES) grant. For the last 14 years, the Boys & Girls Club of Tracy has been operating an after school program at North School. Due to the success of the program, North School staff wishes to continue to work with the Boys & Girls Club of Tracy at North School as they can provide after school services the regular school program cannot.

RATIONALE: Students and parents have made it clear that making after school programs and activities at North School is of great value. We must first provide a safe environment where students can learn, so that they can discover and develop their full potential. The Boys & Girls Club of Tracy provides after school programs and activities, such as organized sports, giving the students a positive experience. The North School partnership with the Boys & Girls Club of Tracy provides vital opportunities and services for students. This supports District Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap and District Goal #2: Provide a safe and equitable learning environment.

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

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

Prepared by: Jose Jimenez, Principal, North School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/weeks () [] **HOURS** [X] **DAYS**, under the terms of this agreement at the following location North School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 9,000.00 per [] **HOUR** [] **DAY** [X] **FLAT RATE**, not to exceed a total of \$ 9,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
 - c. District shall make payment on a [X] **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 09, 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, Jose Jimenez, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


Contractor Signature

5/25/21
Title

IRS Identification Number

Executive Director

Title

753 W. Lowell Ave

Address

Tracy, CA 95376

Tracy Unified School District

Date

01-3010-0-1110-1000-5800-340-3002

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 1, 2021
SUBJECT: Approve Agreement for Contract Services between Health Connected and Tracy Unified School District for the 2021- 2022 School Year

BACKGROUND: The California Healthy Youth Act of 2016 mandates public schools to implement comprehensive sexual health education curriculum twice during a student's educational career: once in middle school and once in high school. Teachers of both HIV/AIDS education and sexual health education must be trained in the subject. Curriculum must be up to date. Tracy Unified School District has partnered with Health Connected and adopted their Teen Talk Middle School, High School, and Adapted for All Abilities curriculum.

RATIONALE: Tracy Unified School District (TUSD) purchased the Teen Talk curriculum in 2016. There has since been many changes to the curriculum, and TUSD is in need of purchasing updated curriculum. In addition, TUSD must provide adequate training for all 7th and 9th grade general and special education ELA/science teachers who are tasked to teach Teen Talk. For the 21-22 School Year, Health Connected will provide teachers with virtual training and facilitate virtual Parent Education Nights. Each instructor will receive an updated curriculum binder and link to digital materials. Please see attached invoice.

FUNDING: Tracy Unified School District will pay \$24, 066.83 from Prevention Services Department budget for sexual health and HIV prevention curriculum and materials.

RECOMMENDATION: Approve Agreement for Contract Services between Health Connected and Tracy Unified School District 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 Health Connected, 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 virtual Teacher Training for 7th and 9th grade general education and special education ELA/science teachers; facilitate two virtual Parent Education Nights; and the purchase of updated curriculum binders for Middle School, High School, and Adapted for All Abilities. Please see invoice for details.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 () [] 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 \$ 24,066.83 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 24,066.83. 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 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:

Abigail Karlin-Resnick Digitally signed by Abigail Karlin-Resnick
Date: 2021.06.02 09:58:14 -07'00' Executive Director

Contractor Signature

Title

44 /

IRS Identification Number

Executive Director

Title

PO Box 51984

Address

East Palo Alto, CA 94303

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Health Connected
PO Box 51984
East Palo Alto, CA 94303
(650) 367-1937
finance@health-connected
www.health-connected.org



ADDRESS

Tracy Unified School District
1975 W Lowell Ave
Tracy, CA 94537

SHIP TO

Tracy Unified School District
1975 W Lowell Ave
Tracy, CA 94537

Estimate 1075

DATE 05/27/2021

EXPIRATION DATE 07/31/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
District Trng - MS/HS/AAA	Tailored professional development training on sexual health instruction for middle school teachers in Jan/Feb 2022	1	4,500.00	4,500.00
District Trng - MS/HS/AAA	Tailored professional development training on sexual health instruction for high school teachers in Jan/Feb 2022	1	4,500.00	4,500.00
TTMS-Trng	Teen Talk Middle School, training rate (30% off regular price)	30	213.50	6,405.00T
TTHS-Trng	Teen Talk High School, training rate (30% off regular price)	30	213.50	6,405.00T
Family Eng - Engagement Pkg	Access to live Public curriculum information webinars, parent preview materials, Parent Guide, 1 Private live curriculum information webinar (with district rep) (Teen Talk Middle School)	1	600.00	600.00
Family Eng - Engagement Pkg	Access to live Public curriculum information webinars, parent preview materials, Parent Guide, 1 Private live curriculum information webinar (with district rep) (Teen Talk High School)	1	600.00	600.00

SUBTOTAL 23,010.00

TAX 1,056.83

TOTAL — \$24,066.83

Accepted By

Accepted Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: June 22, 2021
SUBJECT: **Approve Agreement for Special Contract Services with Aquatic Dreams Scuba Center, to provide Professional Development to High School Physical Education Teachers on August 2, 2021 or August 13, 2021**

BACKGROUND: Tracy Unified School District High School Physical Education teachers have received training from Aquatic Dreams Scuba Center in years past.

RATIONALE: To provide Tracy Unified School District High School Physical Education teachers with a blended online and in-person learning program that will increase their knowledge of overall water safety. High School Physical Education teachers have the option of attending on August 2, 2021 or August 13, 2021. Part One- Online component 8:00am-11:00am with Red Cross. The online component is approximately 3 hours long and can be completed at the teacher's home site. Part Two- In-person component 1:00pm-3:00pm. The in-person component is approximately 2 hours long and is completed at Aquatic Dreams Scuba Center in Modesto. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of the online Red Cross will be \$25.00 per teacher. The cost of the in-person water training at Aquatic Dreams will be \$71.00 per teacher. Not to exceed \$2,500.00. Funding will be paid through LCFF funds. TUSD will reimburse mileage for teachers driving their personal vehicles to and from Aquatic Dreams.

RECOMMENDATION: Approve Agreement for Special Contract Services with Aquatic Dreams Scuba Center, to provide Professional Development to High School Physical Education teachers on August 2, 2021 or August 13, 2021.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide water safety to High School Physical Education teachers with a blended online and in-person program that will increase their knowledge of overall water safety.

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

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

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

- a. District shall pay \$ 1,440.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 2,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 2, 2021, and shall terminate on August 13, 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, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Bonnie Vance CFO
Contractor Signature Title

IRS Identification Number

CFO

Title

1212 Kansas Ave.

Address

Modesto, Ct 95351

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, Assoc Supt of Ed Services
DATE: June 10, 2021
SUBJECT: Approve Agreement for Special Contract Services with Lifesaver CPR, to Provide Professional Development to Single Subject Physical Education and Teachers Providing Instruction in a Career Technical Education (CTE) Course on the August 4, 2021 Buy Back Day

BACKGROUND: LifeSaver CPR utilizes a highly qualified cadre of professional Firefighter EMT's and Paramedics with years of teaching and hands-on, real life experience. They specialize in offering quick, fun, and informative onsite courses that are tailored to our specific emergency needs. The District recently trained the Management team in CPR, AED, and First Aid with this company.

RATIONALE: Tracy Unified School District has 15 Single Subject Physical Education teachers and 20 Career Technology Education (CTE) teachers. CTE courses involve the use of equipment found in the industry, and PE courses involve rigorous physical activities. By the nature of this coursework, there is the potential to experience a higher rate of incidents requiring current knowledge and practices in safety and First Aid. This aligns with Strategic Goal #2.

FUNDING: The cost of combined CPR, AED and First Aid training will be \$1,500 and will train up to 25 participants. Additional participants can be added for \$60.00 per person. The total cost for the CPR, AED, and First Aid training is not to exceed \$3,000.

RECOMMENDATION: Approve Agreement for Special Contract Services with Lifesaver CPR, to provide CPR, AED and First Aid to Single Subject Physical Education and CTE teachers on the August 4, 2021 Buy Back Day.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Lifesaver, CPR, 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 CPR, AED, First Aid training to Single Subject Physical Education Teachers and teachers with Career Technology Education teaching credentials.

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 4 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Tracy High School Gym.

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

- a. District shall pay \$ 1,500.00 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$ 3,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL ☒ 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 4, 2021, and shall terminate on August 4, 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, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] **WILL** [☒] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 27, 2021
SUBJECT: Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2021-2022 School Year

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, please find the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. 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 Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2021-2022 School Year.

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

Tracy High School

Agriculture Department/FFA Travel Schedule

2021-2022

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/15-16/21 (Thur-Fri)	FFA Officer Retreat Byron, California (Out of District, teachers & students)	FFA & FFA Foundation Students
10/21-25/21 (Thur-Mon)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/4-6/21 (Wed-Fri)	Fresno Livestock Judging Clinic Fresno, CA (Out of District, teachers & students)	FFA Students
8/19/21 (Thur)	Delta Cal Meeting (Fall) Manteca H.S. Manteca, CA (Out of District, teachers and students)	FFA ROP/CTE Ag Incentive Grant
10/6/21 (Wed)	Opening and Closing Speech Contest San Joaquin Cty. Fair Stockton, CA (Out of District, Teachers and Students)	FFA ROP/CTE Ag Incentive Grant
9/22/21 (Wed)	Central Region COLC Modesto, CA (Out of District, Teachers and students)	FFA AG District Funds Ag Incentive Grant
10/7/21 (Thur)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA Ag District Funds Ag Incentive Grant
10/1/21 thru May 2022	Project Visits – observe student’s work Various student homes (Teachers and students)	FFA FFA Foundation

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/14/21 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA ROP/CTE
10/20/21 (Wed)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag District Funds
10/27-11/1/21 (Wed-Tue)	National FFA Convention Indianapolis, IN (Out of state/overnight, teachers and students)	FFA/FFA Foundation ROP/CTE Students
11/10/21 (Wed)	CATA Administrators Night TBD (Teachers and Admin.)	FFA Foundation
11/19-20-21 (Fri – Sat)	CATA Regional Meeting & Road Show Tuolumne, CA (Out of District/overnight, teachers)	Ag Incentive Grant ROP/CTE
11/28-12/4/21	NAAE (Nat'l. Assn. Ag Teachers) Conference New Orleans, LA (Out of State/overnight, teachers)	FFA Foundation CTE Ag Incentive Grant
12/4/21 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
12/7/21 (Tue)	Metal Purchase/Pickup Modesto, CA (Out of District, teacher)	ROP/CTE
12/9-10/21	BIG Co-Ops Speaking Contest Stockton, CA (Out of district, teachers and students)	FFA FFA Foundation
1/7-8/22 (Fri-Sat)	Made for Excellence Leadership Seminar Sacramento, Ca (Out of district, overnight, teachers and students)	FFA Ag Incentive Grant ROP/CTE

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/8/22 Thru 4/29/22	Ag Proficiency Classes (Various days) MJC or Delta College (Out of district, teachers and students)	FFA Ag Incentive Grant
1/10/22 (Fri)	UTI Field Trip – FFA/Ag Sacramento, CA (Out of district, teachers and students)	Ag District Funds ROP/CTE
1/22/22 (Sat)	Reedley Mid-Winter Field Day Reedley, CA (Out of District, teachers and students)	FFA Students
1/19/22 (Wed)	FFA State Degree Scoring Interview Contest/Record Books Ripon, CA (Out of district, teachers and students)	FFA Ag District Funds
1/14-21/22 (Mon-Mon)	National Western Show Denver, Colorado (Out of state/overnight, teachers and students)	Students ROP/CTE
2/5/22 (Sat)	FFA Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/8/22 (Tue)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
2/10/22 (Thur)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA ROP/CTE Ag Incentive Grant
2/19/22 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/3/22 (Thur)	FFA Speech Contest/Regional Semi-Finals Linden, Ca (Out of district, teachers and students)	FFA ROP/CTE

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/7/22 (Mon)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers and students)	FFA AG District Funds
2/5/22 (Sat)	Arbuckle Field Day Arbuckle, CA (Out of district, overnight, teachers and students)	FFA Students
2/26/22 (Sat)	FFA/CATA Central Region Meeting Merced, CA (Out of district, teachers and students)	Ag District Funds
2/16/22 (Wed)	Feeder School Presentations Various Middles Schools Tracy, CA (Teachers and Students)	FFA Ag District Funds
2/22-25/22 (Tue-Fri)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP/CTE
2/27-3/1/22 (Sun-Tue)	Educating for Careers Conference Long Beach, CA (Out of District, teachers)	CTE Carl Perkins
3/4-5/22 (Fri-Sat)	UC Davis Field Day Davis, CA (Out of district, overnight teachers and students)	FFA Students
3/16/22 (Wed)	FFA Sectional Parli-Pro Contest & Co-op Ripon, CA (Out of district, teachers and students)	FFA ROP/CTE
3/17/22 (Thur)	Field Trip UCDAVIS, Davis, CA (Out of district, teachers and students)	ROP/CTE Ag District Funds
3/10/22 (Tue)	FFA State Degree Ceremony Delta College Stockton, CA (Out of district, teachers and students)	FFA Students

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/11-12/22 (Fri-Sat)	Chico State Field Day Chico, CA (Out of district, overnighter, teachers, and students)	FFA Students
3/12/22 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA Students
3/19/22 (Sat)	Great Western judging contest Tulare, CA (Out of district, teachers and students)	FFA Students
3/24/22 (Thur)	Central Reg. FFA Speech Finals MJC Modesto, CA (Out of District, teachers and students)	FFA ROP/CTE
3/19/22 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA Students
3/25/22 (Fri)	Regional Parli-Pro Contest MJC Modesto, CA (Out of district, teachers and students)	FFA ROP/CTE
3/18/22 (Fri)	AG Day 2018 Sacramento, CA (Out of district, teachers and students)	FFA ROP/CTE
4/1/22 (Fri)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of district, teachers and students)	FFA ROP
4/5/22 (Sat)	Plymouth Steer Show Plymouth, CA (Out of district, teachers and students)	FFA
4/5/22 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA

<u>Date</u>	<u>Function</u>	<u>Funding</u>
4/5/22 (Sat)	Consumnes River College Field Day Consumnes River, CA (Out of district, teachers and students)	FFA
4/9/22 (Sat)	Fresno Field Day Fresno, CA (Out of district, overnight teachers and students)	FFA
3/24-28/22 (Thur-Mon)	FFA State Leadership Conference Anaheim CA (Out of district, overnight, teachers and students)	FFA Students ROP/CTE FFA Foundation
5/5/22 (Thur)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/6-8/22 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers & students)	FFA Students FFA Foundation
5/12/22 (Wed)	Delta-Cal Sectional Meeting/FFA Officer Election Delta College Stockton, CA (Out of district, teachers and students)	FFA
5/20/22 (Fri)	FFA/American Farmer Contest/Regional Galt, CA (Out of district, teachers and students)	FFA Ag District Funds
6/2/22 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of district, teachers and students)	FFA FFA Foundation
6/16-17/22 (Thur-Fri)	FFA Officer Leadership Retreat Location -TBD (Out of District, overnight, teachers and students)	FFA FFA Foundation

<u>Date</u>	<u>Function</u>	<u>Funding</u>
6/11-19/22 (Sat-Sun)	AG Fest/S.J. County Fair Stockton, CA (Out of District, teachers and students)	FFA FFA Foundation
6/19-23/22 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag District Funds ROP/CTE Ag Incentive Grant

**** It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time.**

*****Due to the Sectional, Regional and State CATA committees, these dates may change.**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2021
SUBJECT: Approve Specialized Grant Funding for the 2021-2022 Agriculture Incentive Grant for West High School

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local school board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$24,680.00. This supports Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The grant will provide \$24,680.00 and the District is responsible to supply in-kind matching funds. The matching funds have been accounted for through the CTE budget of the Agriculture department at West High School. No additional funds are required from the district.

RECOMMENDATION: Approve Specialized Grant Funding for the 2021-22 Agriculture Incentive Grant for West High School.

Prepared by: Dr. Zachary Boswell, Principal, Merrill F. West 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)

Merrill F. West 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

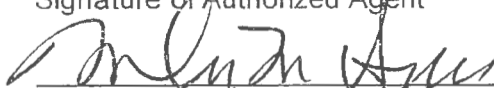
Certification: I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations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




Signature of Authorized Agent



Authorized Agent Title



Signature of Agriculture Teacher
Responsible for the Program



Signature of Principal

Contact Phone Number: (209) 815-7276

Date of Local Agency Board Approval: 6-22-21

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>710</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>1</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>\$ 5,680.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 2,000.00</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>\$ 24,680.00</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.	Supplies and Equipment	\$ 11,680.00	\$ 11,680.00
Subtotal	N/A	\$ 11,680.00	\$ 11,680.00

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.	Transportation	\$ 8,000.00	\$ 8,000.00
2.	Conferences	\$ 5,000.00	\$ 5,000.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 13,000.00	\$ 13,000.00

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.			
2.			
3.			
4.			
5.			
Subtotal	N/A	\$ 0.00	\$ 0.00

Total Allocated Funds:

\$ 24,680.00

\$ 24,680.00

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B

School Year

2020-21

School

Merrill F. West High

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of four of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	J. Dajani	A. Ferrell	M. Hepner	H. Smith	A. Rocha			
Fall Region Meeting	X	X	X	X	X			
Region In-service Day	X	X	X	X	X			
Spring Region Meeting	X	X	X	X	X			
Section In-service*	X	X	X	X	X			
Section In-service*								
Section In-service*								
Section In-service*								
Summer Conference								
University AgEd Skills Week								
Professional Development **								

* Four Section In-service Meetings equals one Professional Development Activity

** Can utilize a maximum of two other "Agriculturally Related" Professional Development activities than those listed above. Explain the Professional Development:

1 Dajani - PD for Internship Ready; CSU Chico, MJC, CSU Stanislaus, UC San Diego & TUSD STPP, ERM PLC, Science and CTE BBD

2 Ferrell - District Science Committee, ERM PLC, Science and CTE BBD

3 Hepner - ERM PLC, CTE BBD, Mentor Training, Staff Development Trainings (2)

4 Smith - Induction Year 2 trainings, ERM PLC, Science and CTE BBD

5 Rocha - Induction Year 2 trainings, ERM PLC, Science and CTE BBD



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2021
SUBJECT: Approve Overnight Travel for the West High FFA Officer Retreat
And Industry Tour Trip to Camanche Lake Resort in Ione, CA.
August 27-29, 2021

BACKGROUND: West High School FFA is seeking approval to take its Advisors (5) and 2021-22 incoming student officers (6) on a retreat to Camanche Lake Resort in Ione, California. The activities of the participants will include leadership building and creating a calendar of events for the FFA program. They will also go on industry tours in the area familiarizing students with the quality of program they will be creating.

RATIONALE: The purpose of this retreat is to build a cohesive team of officers for the FFA program and inspire student participation. Advisors will spend time training student officers in procedures of the program as well as creating a calendar of activities which the same student leaders will run. Students will miss school on Friday with parent permission and have opportunity to make up any missed assignments. This aligns with Strategic Goal #1 -Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will total approximately \$1,500. The West High Associated Student Body FFA account and AIG funds will pay for this trip. Meals will be included for each participant.

RECOMMENDATION: Approve Overnight Travel for the West High FFA Officer Retreat and Industry Tour Trip to Camanche Lake Resort in Ione, CA. August 27-29, 2021.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 10, 2021
SUBJECT: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at George Kelly Elementary School during the 2021-2022 School Year

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting 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 all 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 George Kelly Elementary 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 college and career ready, and ensure all students meet grade level standards with a focus on closing the achievement gap through accelerated learning and tiered support.

FUNDING: The cost will not exceed \$10,500 and will be paid with TUSD Expanded Learning and Opportunities Grant Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at George Kelly Elementary School during the 2021-2022 School Year.

Prepared by: Michael Bunch, Principal, George Kelly Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Contractor will provide its Signature Parent Engagement Program for the parents/guardians of the students enrolled in the school. Contractor will recruit parents by phone, provide an Orientation session, a series of six weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parent who attend four or more sessions.

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 ten (~~10~~) ☒ HOURS [] DAYS, under the terms of this agreement at the following location George Kelly--Zoom.
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 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$10,000. 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 \$0.00 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 September 28, 2021, and shall terminate on November 13, 2021.
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, Michael Bunch, at (209) 830-3390 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 _____

Gabriela Rios, Executive Director

Address _____

3641 Mitchell, suite H

Ceres, CA 95307

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 9, 2021
SUBJECT: **Approve Agreement for Special Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2021-2022 School Year**

BACKGROUND: Parent Institute for Quality Education (PIQE) is an organization committed to connecting 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 all 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 North 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 request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The program will be paid with district ESSER funds not to exceed a total of \$10,000.00

RECOMMENDATION: Approve Agreement for Special Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2021-2022 School Year.

Prepared by: Jose Jimenez, Principal, North School

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a Quality Education (PIQE), 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 eight 75 minute sessions via Zoom to educate parents and increase parent involvement at North School for 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 1 day / 7 weeks () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$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 \$n/a for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 30, 2021, and shall terminate on November 17, 2021.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jose Jimenez, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Gabriel Kios
Contractor Signature Title

IRS Identification Number
Executive Director

Title
3641 Mitchell Rd Ste. H

Address
Ceres CA 95307

Tracy Unified School District

Date
01-3212-0-1110-2495-5800-340-9222

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Jose Jimenez, Principal
From: Gabriela Rios, Executive Director
Date: 5/21/2021

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and North Elementary School agree as follows:

RECITALS

- A. Scope of Services: PIQE will provide its Signature Parent Engagement Program for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of six weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.
- B. Virtual Services: Contingent on COVID-19 safety measures, should it be deemed necessary PIQE is prepared to provide on-line services. For virtual services, PIQE's Elementary school Signature Program will be provided in eight-75-minute sessions, in which PIQE will support families with online connectivity and navigation, bridge families to resources, and support families to re-engage and transition to distance learning via a virtual platform (Zoom).
- C. Location: North Elementary School -ZOOM-
- D. Session Dates: September 30 ,2021 to November 17, 2021.

Compensation: a flat fee of \$ 10.000

The minimum number of parents to open a class in any language is 15.

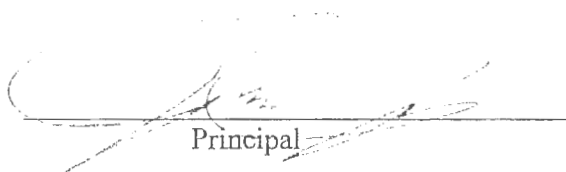
School funding: ESSER


Now Anything is Possible!

3641 Mitchell, suite H | Ceres, CA 95307
Telephone: 209-238-9496 Fax: 209-238-9495
www.piqe.org

Copyright Protections: PIQE owns all products and all content in the program(s), including and without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. *Initials:* _____

I accept these services at North Elementary School under the terms and conditions noted.


Principal


Date



Parent Institute Representative:

Gabriela Rios, Executive Director PIQE

Now Anything is Possible!

3641 Mitchell, suite H | Ceres, CA 95307
Telephone: 209-238-9496 Fax: 209-238-9495
www.piqe.org

EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 11, 2021
SUBJECT: Approve Master Contract (MC) for Creative Alternatives, NPS for the 2021-2022 School Year

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Creative Alternatives, INC. in Turlock, CA. The District's Special Education administration would like to contract with Creative Alternatives Inc. for the 2021-2022 school year to provide placement pursuant to students and their IEP. Approval is necessary at this time to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract are billed at \$250,000.00 (200 days) Total contract expenses will not exceed \$250,000.00. 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: Approve Master Contract (MC) for Creative Alternatives, NPS for the 2021-2022 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: June 9, 2021
SUBJECT: **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation**

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. The STEM Division of the San Joaquin County Office of Education (SJCOE) has been working with TUSD's STEM Project Co-Directors to identify areas of need to support and accelerate STEM learning in TUSD. TUSD's STEM Leadership Council has determined that effective STEM implementation necessitates expert content support from SJCOE in a variety of areas that address the needs of administrators, teacher-leaders, teachers, and students:

- Training in the CA Science Standards for district and site administrators,
- Leadership and content training for the Math & Science Curriculum Committee who facilitate teacher trainings in STEM,
- Training teachers in the toolkit for science instructional materials adoption, and
- Training lead teachers to implement "accelerated science lab learning" for eight graders and high school students

RATIONALE: To effectively implement TUSD's STEM EIR award from US Ed requires

- Knowledgeable district and site administrators who understand STEM-related standards,
- Teacher-leaders to facilitate district training days for STEM efforts,
- High-quality instructional materials evaluated and selected by knowledgeable instructional materials pilot teachers for Board approval, and
- Increased opportunities for TUSD secondary students to engage in hands-on lab learning.

SJCOE will work with TUSD's STEM and Professional Learning staff to develop and grow district capacity that supports STEM implementation.

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 SJCOE STEM support services is not to exceed \$58,400 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation.

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 San Joaquin County Office of Education's STEM Division, 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 professional development to support STEM implementation including teacher training and support for instructional materials evaluation and selection, content and leadership support for the Math+Science Curriculum Committee, training for administrator's instructional leadership, and training for teachers to lead accelerated labs for secondary students
- Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 50.5 () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.
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 \$58,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] 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 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, Debra Schneider, at (209) 482.8620 x1353 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: June 1, 2021
SUBJECT: **Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District for the 2021-22 School Year**

BACKGROUND: Tracy Unified is committed to offering high-quality professional learning opportunities that support educators in growing their skills and knowledge to ensure all students graduate college and career ready. On this day, TUSD will support teachers in on-going professional learning and development during Buy Back Day (BBD).

RATIONALE: The BBD scheduled for August 4, 2021, the San Joaquin Pride Center will offer a 1-3 hour training called “Cultural Awareness and Diversity Training” that explores what it means to be LGBT+ and how to have conversations with those that may be coming out or identifying on the transgender spectrum.

FUNDING: Tracy Unified School District will pay \$100.00 per hour for a total of \$400.00 funded through LCFF.

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District for the 2021-22 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Offer a 1-3 hour training called Cultural Awareness and Diversity Training explores what it means to be LGBT+ and how to have conversations with those that may be coming out or identifying on the transgender spec

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3-4 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location Buy Back Day Location.

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

- a. District shall pay \$ 100.00 per ☒ **HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ 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** ☒ **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) 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:

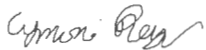
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

937 Yosemite Street

Address

Department/Site Approval

Stockton, CA. 95203

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: June 22, 2021
SUBJECT: **Approve Agreement for Special Contract Services with Central California World Language Project, to Provide World Language Teachers Professional Development during the District Early Release Mondays and Three Summer Session Days for Three Years; 2021-2022, 2022-2023, and 2023-2024**

BACKGROUND: The World Language Project is a community of K-16 world language educators which provides professional development opportunities for world language and ELD teachers. This organization is affiliated with the California Foreign Language Project whose mission is to sponsor professional development programs aligned with the state-adopted foreign language standards and framework in order to deepen teachers' content knowledge, strengthen and expand language programs, and prepare participants to effectively use and teach language and cultural content at every level of California's educational system. This virtual professional development will take place during the four district early release Mondays and three days over the summer for three years; 2021-2022, 2022-2023, and 2023-2024.

RATIONALE: The World Language teachers have been working to develop more communication-based instruction, including increasing the amount of instruction done in the target language. Teachers have identified communication-based outcomes for students and are now working on how to provide instruction that supports these outcomes, and how to assess student progress to support these efforts. This 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 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 total cost for Central California World Language Project is \$30,000 for three years; 2021-2022, 2022-2023, and 2023-2024. This professional development will be paid for by LCFF funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Central California World Language Project, to Provide World Language Teachers Professional Development during the District Early Release Mondays and Three Summer Session Days for Three Years; 2021-2022, 2022-2023, and 2023-2024.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Central California World Language Project, 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 world language teachers professional learning workshops four hours each day on four district early release days; September 20, 2021, November 1, 2021, January 24, 2022, and March 14, 2022 and summer institute eight hours each day for three days; May 31, 2022, June 1, 2022, and June 2, 2022. Second and third years dates to be determined.

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 21 () [] HOURS [] DAYS, under the terms of this agreement at the following location Virtual.

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

- a. District shall pay \$ 30,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 30,000.00. 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 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 September 20, 2021, and shall terminate on June, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: June 10, 2021
SUBJECT: **Approve Agreement for Special Contract Services with S & S Worldwide/ PE Central, to Provide Single Subject Physical Education Teachers Professional Learning on the District Staff Development Buy-Back Day August 4, 2021 and District Early Release Mondays during the 2021-2022 School Year.**

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to all TUSD students. PE Central provided highly effective and relevant professional learning opportunities for PE teachers during the District Staff Development Buy-Back Day and District Early Release Mondays in 2020-2021. As TUSD continues to work toward developing intentionally integrated curriculum, PE Central is positioned to continue to support TUSD teachers integrating literacy and other subjects into PE through Project Based Learning.

RATIONALE: PE Central Workshops provide K-12 Physical Educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools such as: how to implement Personalized Learning/Project Based Learning into your program; how to use FitnessGram to its fullest, how to integrate literacy and other subjects into PE. PE Central will provide one full day workshop at the District Staff Development Buy-Back Day, and four (4) days of service provided at each district led Early Release Monday during the 2021-2022 school year. The workshops will support elementary PE teachers. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of training by PE Central for the 2021-2022 school year will not exceed \$13,400.00. This training cost will be paid by LCFF funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with S & S Worldwide/PE Central, to Provide Single Subject Physical Education Teachers Professional

Learning on the District Staff Development Buy-Back Day August 4, 2021 and District Early Release Mondays During the 2021-2022 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and S & S Worldwide/ PE Central, 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 single subject physical education teachers professional learning on the districts buy back day and district early release Mondays 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 5 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Tracy High School/ Freiler Elementary School.

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

- a. District shall pay \$ 13,400.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 13,400.00. 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 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] 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: June 11, 2021
SUBJECT: Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways

BACKGROUND: Board approval is requested to contract with Non-public agency (NPA) services with Therapeutic Pathways. The District's Special Education administration would like to contract with Therapeutic Pathways to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2021-2022 regular school year and related services will not exceed \$250,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways.

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: June 11, 2021
SUBJECT: **Approve Master Contract (MC) for Nonpublic Agency, Nonsectarian School Services with Behavioral & Educational Strategies & Training (B.E.S.T.)**

BACKGROUND: Board approval is requested to contract with Non-public agency (NPA) services with Behavioral & Educational Strategies & Training (B.E.S.T.). The District's Special Education administration would like to contract with B.E.S.T. to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2021-2022 regular school year and related services will not exceed \$50,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic Agency, Nonsectarian School Agency with Behavioral & Educational Strategies & Training (B.E.S.T.).

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: June 11, 2021
SUBJECT: **Approve Master Contract for Nonpublic, Nonsectarian Agency (NPA) Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board-Certified Behavior Analyst (BCBA)**

BACKGROUND: Board approval is requested to contract with Non-public agency (NPA) services with Building Connections Behavioral Health, Inc. The District's Special Education administration would like to contract with Building Connections Behavioral Health, Inc. to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2021-2022 regular school year and related services will not exceed \$150,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Nonpublic, Nonsectarian Agency (NPA) Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board-Certified Behavior Analyst (BCBA).

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: June 11, 2021
SUBJECT: **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center for 2021-2022**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at East Valley Education Center in Oakdale, CA. The District's Special Education administration would like to contract with East Valley Education Center for the 2021-2022 school year to provide placement pursuant to students and their IEP. Approval is necessary at this time to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract are billed at \$250,000.00 (200 days) Total contract expenses will not exceed \$250,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center for 2021-2022

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: June 11, 2021
SUBJECT: Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency Services with Haynes Family of Programs Inc-S.T.A.R. Academy

BACKGROUND: Board approval is requested to contract with Non-public agency (NPA) services with Haynes Family of Programs Inc-S.T.A.R. Academy. The District's Special Education administration would like to contract with Haynes Family of Programs Inc-S.T.A.R. to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2021-2022 regular school year and related services will not exceed \$50,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency Services with Haynes Family of Programs Inc-S.T.A.R. Academy.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICE MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 11, 2021
SUBJECT: **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education for 2021-2022**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at Point Quest Education Lodi, CA. The District's Special Education administration would like to contract with Stockton Educational (SEC) Center for the 2021-2022 school year to provide placement pursuant to students and their IEP. Approval is necessary at this time to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2021-2022 regular school year and related services will not exceed \$300,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education for 2021-2022.

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: June 11, 2021
SUBJECT: **Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2021-2022 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) placement of Special Education students at Sierra Vista Child & Family Services (Kirk Baucher) in Modesto, CA. The District's Special Education administration would like to continue the contract with Sierra Vista Child & Family Services (Kirk Baucher) for the 2021-2022 school year to provide placement pursuant to students and their IEP. Approval is necessary at this time to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract are billed at \$250,000.00 (200 days). Total contract expenses will not exceed \$250,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-1110-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2021-2022 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: June 11, 2021
SUBJECT: **Approve Master Contract for Stockton Educational Center (SEC) Non-Public School (NPS) for the 2021-2022 School Year**

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at Stockton Educational Center (SEC) in Stockton, CA. The District's Special Education administration would like to contract with Stockton Educational (SEC) Center for the 2021-2022 school year to provide placement pursuant to students and their IEP. Approval is necessary at this time to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract are billed at \$700,000.00 (200 days) Total contract expenses will not exceed \$700,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Stockton Educational Center (SEC) for the 2021-2022 School Year.

Prepared by: Sean Brown, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: June 10, 2021
SUBJECT: Approve Agreement for World of Wonders (W.O.W) to Provide STEM In-House Field Study Trips for the 2021-2022 School Year to Villalovoz Students

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

RATIONALE: STEM field experiences and enrichment opportunities are no longer limited to traditional science experiments. STEM in-house field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. This aligns with Strategic Goal #1 (Prepare all student for college and careers that all students meet grade level standard with focus on closing the achievement gap).

FUNDING: Presentation, materials, and transportation fees will be a total of \$7,000.00. Villalovoz Elementary School will pay the entire cost using Title I funds, goal 1a16, from our site to cover the fee.

RECOMMENDATION: Approve Agreement for World of Wonders (W.O.W) to Provide STEM In-House Field Study Trips for the 2021-2022 School Year to Villalovoz Students.

Prepared by: Mrs. Erin Quintana, Villalovoz Elementary 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 World of Wonder Science Museum, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: World of Wonders is to offer hands-on, science-based exhibits and programs for Villalobos Elementary students.
- _____
- _____

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 38 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Villalobos School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 7,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 7,000. 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 \$ 790.00 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 September, 2021, and shall terminate on May, 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, Marji Baumann, at (209) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide 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

Educational program
Title Coordinator

Tracy Unified School District

20-3075595

IRS Identification Number

Date

Educational Program Coordinator
Title

Account Number to be Charged

2 N. Sacramento St.

Address

Department/Site Approval

Yodi, CA 95240

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 12, 2021
SUBJECT: **Approve Overnight Travel for the West High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 24 – July 27, 2021**

BACKGROUND: West High School Cheer and Dance teams will combine this year to host a local camp. This will include a total of 40 students and 5 coaches heading to the Great Wolf Lodge located at 2500 Daniels Street, Manteca, Ca. 95337. This camp will contribute to the cohesiveness needed to cultivate a united, supportive team.

RATIONALE: The purpose of this camp is to focus on developing skills, learn choreography, learn proper techniques for safe stunting and bond as a team. This is a voluntary camp; no student is required to attend in order to be on the dance or cheer team. Students will travel to Manteca in TUSD vans, driven by chaperones / coaches Megan Lundell, Gaye Graber and Jessica Anastasio. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging, meals and transportation costs will total approximately \$475 per student. As this is a voluntary event, students are responsible to pay for their camp fees. There will be a fundraiser event in June to offset the cost for all participants.

RECOMMENDATION: Approve Overnight Travel for the West High Cheer and Dance Team Camp in Manteca at the Great Wolf Lodge, July 24 – July 27, 2021.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 1, 2021
SUBJECT: **Approve Agreement for Contract Services between Edgenuity Inc, and Williams Middle School to Provide License Edgenuity Inc. MyPath Reading and Math site license for the 2021-2022 School Year**

BACKGROUND: Williams Middle School has a large population of students who need continued intervention in reading and math. Edgenuity is an excellent program that has been used to provide intervention, reinforce, or enrichment for students. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year.

RATIONALE: Based on school wide assessment data, Fastbridge assessments and grades earned data from the 2020/2021 school year we see that we will need to provide various supports for students to address the learning loss from the 2020/2021 school year. The MyPath Edgenuity program will allow us to pre-assess students at the beginning of the year, identify student's needs, and build intervention/enrichments systems for math and language arts for all students. In addition, we will be able to track students as they progress in the different interventions and use of the program.

FUNDING: The cost, not to exceed \$18,750.00, will be paid from Targeted Funds/LCAP.

RECOMMENDATION: Approve Agreement for Contract Services between Edgenuity Inc, and Williams Middle School to Provide License Edgenuity Inc. MyPath Reading and Math site license for the 2021-2022 School Year.

Prepared by: Miguel Romo, Williams 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 Edgenuity 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: Edgenuity MyPath is a supplemental program designed to meet students where they are in reading and math. Edgenuity Mypath provides students with age-appropriate, online instruction and gives educators the ability to monitor academic progress easily. Once students take a pre-assessment in both reading and math, an individual learning path (ILP), a sequence of lessons that provide intervention, reinforcement, or enrichment, will be provided. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the 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 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$ 18,750.00 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 \$ _____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 07/01/2021, and shall terminate on 06/30/2022.

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, Miguel Romo, at (209) 830-3345 ext: 5474 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.

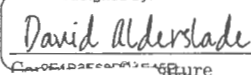
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without 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:

DocuSigned by:



6/2/2021

David Alderslade

Title

Tracy Unified School District

IRS Identification Number

Executive Vice President, CFO

Date

Title

Edgenuity Inc.

Account Number to be Charged

Address

8860 E. Chaparral Road, Suite 100

Department/Site Approval

Scottsdale, AZ 85250

Budget Approval

Date Approved by the Board



STANDARD TERMS AND CONDITIONS

These Terms and Conditions govern the provision of products and services as set forth in the applicable Edgenuity quote, customer-accepted proposal, or purchase order (collectively the "Quote," and with these Terms and Conditions, the "Agreement"). Edgenuity updates these Standard Terms from time-to-time, and posts the current version on its website at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions.pdf>.

1. DEFINITIONS.

- a. **Subscription** refers to Edgenuity's internet based learning management software as a service. The Subscription includes access to the **Licensed Material** (defined below) and **Third Party Services** found at <https://www.edgenuity.com/third-party-terms.pdf>.
- b. **Licensed Material** refers to the Edgenuity products and services specified in the Quote or other agreement, which may include Edgenuity Courseware, audio, video and other content, curriculum, documentation and software including applets and animations.
- c. **Professional Development** refers to all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Edgenuity as described in the applicable Quote. Professional Development services are also subject to the additional terms contained in the attached Addendum.
- d. **Instructional Services** refers to services provided by Edgenuity including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Quote. Instructional Services are also subject the additional terms contained in the attached Addendum.

2. LICENSE and SERVICES.

- a. **License.** Edgenuity grants Customer a non-exclusive, non-transferable license to access and use Licensed Material for internal educational and training purposes solely for the Subscription as set forth in the Quote. This Agreement provides only Customer and Customer's specifically authorized instructors, administrators, students and parents ("End Users") access to and use of the Subscription solely for internal education- and training-related purposes. License and Service types are listed below:
 - i. **Concurrent License** - provides access to software throughout the Term by all authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing program simultaneous cannot exceed total quantity of licenses purchased.
 - ii. **Reusable License** - provides access to software throughout the Term by all authorized users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
 - iii. **Single User** - available to a single User identified by name and designated as the sole Student User of the specific license throughout the Term. Licenses cannot be transferred to another User.
 - iv. **Site License** - provides access to software throughout the Term by all authorized Users located in the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
 - v. **Virtual School** - a Customer that is (a) a private school licensed by the applicable state where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student clients enrolled in a program by faculty of tutoring provider and such services are the primary purpose of enrollment by students Clients; or (c) a public program implemented by School District where students do not meet physically regularly for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record regularly for learning; and (d) with respect to (a), (b), and (c) a Virtual School is not school that sells licenses or access to Software on a standalone bases or sells license or access to Software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

Licenses are available to access software throughout the Term by authorized Users not to exceed specific quantities stated on Price Quote.

- b. **Services.** If set forth in the Quote, Edgenuity will also provide Professional Development and/or Instructional Services, subject to the additional terms and conditions attached hereto as the Addendum for Instructional Services and Professional Development. Customer's access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote, or if the Subscription is terminated for any reason.
- c. **Edgenuity Technical and Customer Support.** Edgenuity will provide technical and customer support for the Service. Technical support includes system updates and enhancements when generally made available and pushed per Edgenuity's regularly scheduled maintenance. Information on customer support and technical requirements is found at <https://www.edgenuity.com/support/customer-support>.

3. USE OF SUBSCRIPTION.

- a. **Customer Data and Student Data.** All data and materials uploaded or entered during use of the Subscription by Customer, including student information and student records, remain the property of Customer ("Customer Data"). All student-generated content and personally identifiable information about any students ("Student Data") shall remain the property of the student, or of the parent or legal guardian of the student. Customer represents and warrants that it has appropriate rights to any Customer Data and Student Data. Customer grants Edgenuity the right to use the Customer Data and Student Data solely for purposes of performing under this Agreement. Students (or Parents or legal

guardians of the Student), retain ownership and control of all Student Data that is provided or accessed through Edgenuity's course, and ownership of such Student Data never passes to Edgenuity. During the term of this Agreement, Customer may export Customer Data and Student Data to the extent allowed by the functionality within the Subscription. For training and demonstration purposes, Edgenuity may use and share Customer Data and Student Data, but will share only with supervisors, instructors and other Customer employees who have appropriate authorization.

- b. **Customer Responsibilities.** Customer must (i) keep its passwords secure and confidential; (ii) be solely responsible for Customer Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify Edgenuity promptly of any such unauthorized access; and (iv) use the Subscription as described in Edgenuity's written technical guides. Customer authorizes its integrators or other third party vendors and Edgenuity to conduct initial setup and to allow continued access to the Subscription for the sole benefit of Customer. Customer may provide Edgenuity the name and contact information for all third parties authorized by Customer, or necessary for Customer to use the Subscription. Customer is solely responsible for ensuring compliance by its authorized integrators or other third party vendor(s) with all federal, state and local privacy laws and regulations. **EDGENUITY HEREBY DISCLAIMS FOR ALL PURPOSES AND CIRCUMSTANCES ANY RESPONSIBILITY OR LIABILITY FOR USE OF THE PRODUCTS INCLUDING THE CUSTOMIZATION THEREOF.**

4. WARRANTIES and DISCLAIMERS.

- a. **Compliance Warranty & Privacy Policy.** Edgenuity will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Laws"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and the Children's Online Privacy Protection Act ("COPPA"). Edgenuity's Privacy Policy, which is incorporated by reference into these terms and conditions, contains additional terms regarding Edgenuity's use of and commitment to safeguarding Student Data, and compliance with other student privacy laws. Customers and End Users can find Edgenuity's privacy policy at <http://www.edgenuity.com/InformationPrivacy>. Customer is responsible for providing notice of its own privacy policy to parents of its student and for obtaining any necessary parental consents for students to use the Subscription as may be required by Applicable Law.
 - b. **Professional Development and Instructional Services Warranty.** Edgenuity warrants that it will provide Professional Development and/or Instructional Services in a professional and competent manner consistent with the terms of this Agreement and under generally accepted industry standards.
 - c. **Edgenuity Service Warranty.** Edgenuity warrants that it will make commercially reasonable efforts to maintain the online availability of the Subscription. CUSTOMER'S EXCLUSIVE REMEDY AND EDGENUITY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR EDGENUITY TO REPAIR THE NON-CONFORMING SERVICE, OR IF EDGENUITY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN EDGENUITY MAY TERMINATE ACCESS TO THE SUBSCRIPTION AND REFUND A PORTION OF THE FEE.
 - d. **DISCLAIMERS.** THE SUBSCRIPTION IS PROVIDED "AS IS" AND WITH ALL FAULTS. EXCEPT FOR THE ABOVE WARRANTIES, THE SUBSCRIPTION AND ANY PROFESSIONAL DEVELOPMENT AND INSTRUCTIONAL SERVICES ARE PROVIDED ON AN "AS-IS" AND "WHEN AVAILABLE" BASIS. EDGENUITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING THE SUBSCRIPTION AND SERVICES TO THE EXTENT ALLOWED BY LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE IS NO WARRANTY THAT THE OPERATION OR CONNECTIVITY OF THE SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SUBSCRIPTION WILL BE FREE OF ALL POSSIBLE METHODS OF UNAUTHORIZED ACCESS, ATTACK, OR INTRUSION.
5. **PAYMENT, INVOICING AND TAXES.** Unless otherwise provided in the Quote, Customer will pay the amount of each invoice net 30 days after the invoice date. Except to the extent that Customer provides Edgenuity with a valid tax exemption certificate authorized by the appropriate taxing authority, Customer must pay any taxes, impositions, or other charges imposed or levied by any governmental authority, including any sales, use, value-added, or withholding taxes, in connection with the Quote, excluding Edgenuity income and payroll taxes.

6. MUTUAL CONFIDENTIALITY.

- a. **Definition of Confidential Information.** Confidential Information means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). Edgenuity's Confidential Information includes without limitation the Service, its user interface design and layout, pricing information, and the Licensed Material.
- b. **Protection of Confidential Information.** The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement.
- c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.

7. EDGENUITY PROPERTY.

- a. **Reservation of Rights.** The content, documentation, software, workflow processes, user interface, designs, know-how and other items provided by Edgenuity as part of the Subscription, any Instructional Services or Professional Development, or in response to Customer requests for customized content are the proprietary property of Edgenuity and its licensors, and all right, title and interest in and to such items, including all associated intellectual property rights, remain only with Edgenuity and its licensors. Customer may not remove or modify any proprietary marking or restrictive legends in the Edgenuity Courseware. Edgenuity reserves all rights unless expressly granted in this Agreement.
- b. **Restrictions.** Customer may not (i) sell, resell, rent or lease the access to the Subscription or use it in a service provider capacity; (ii) use the Subscription to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (iii) interfere with or disrupt the integrity or performance of the Subscription or attempt to gain unauthorized access to the Subscription or its related systems or networks; (iv) use the Subscription for other than internal Customer educational purposes; (v) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer the Subscription or modify, create derivative works based on the Subscription; or (vi) access the Subscription to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

8. TERM AND TERMINATION.

- a. **Term.** The Term of this Agreement and Customer's access to the Subscription, Services, and any instructional Services or Professional Development services will continue for the period indicated on the applicable Quote, unless terminated by Edgenuity for material breach. The term of the Agreement begins and ends on the effective dates stated in the Price Quote for Services ("Term") and Customer only has the right to use the Products and/or Service during the Term. The Term may be extended for an additional one (1) year renewal term (or other duration stated in the invoice) upon Edgenuity's issuance of an invoice for extension and either: (a) payment for such invoice by Customer or (b) Customer's continued accessing and use of the Products and/or Service.
- b. **Funding-Out Clause.** If Customer is a governmental entity receiving federal funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Edgenuity in writing within thirty (30) calendar days before termination. Upon termination, Edgenuity will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.
- c. **Non-payment of Fees.** Edgenuity may terminate the Agreement and access to the Subscription in a Quote within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Quote.
- d. **Mutual Termination for Material Breach.** Except for 7(b), if either party is in material breach of this Agreement, the non-breaching party may terminate this Agreement at the end of a written thirty (30) calendar day notice and cure period, if the breach has not been cured.
- e. **Access to and Return of Customer Data and Student Data.** For a period of up to sixty (60) days after termination, upon request, Edgenuity will make the Subscription available for Customer to access and export Customer Data and Student Data. Alternately, Customer may submit a written request to Edgenuity up to sixty (60) days after termination, to request the deletion of Student Data (other than anonymized or de-identified data that may be retained pursuant to Edgenuity's Privacy Policy).
- f. **Suspension for Violations of Law.** Edgenuity may temporarily suspend the Subscription or remove the applicable Customer Data, or both, if it in good faith believes that, as part of using the Subscription, Customer has violated a law. Edgenuity will attempt to contact Customer in advance.
- g. **Return or Destroy Edgenuity Materials Upon Termination.** Within sixty (60) days after expiration or termination of this Agreement for any reason, upon request, Customer agrees to return, delete or destroy all proprietary Edgenuity materials provided by Edgenuity. Customer will confirm its compliance with this destruction or return requirement in writing upon request of Edgenuity.

9. LIABILITY LIMIT.

- a. **EXCLUSION OF INDIRECT DAMAGES.** EDGENUITY IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF DATA, RECORDS OR INFORMATION; AND LOST PROFITS), EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.
- b. **TOTAL LIMIT ON LIABILITY.** EDGENUITY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER WITHIN THE 12-MONTH PERIOD BEFORE THE EVENT THAT GAVE RISE TO THE LIABILITY.

10. INDEMNITY.

- a. Edgenuity will defend or settle any third party claim against Customer to the extent that such claim alleges that Edgenuity technology used to provide the Subscription violates a copyright, patent, trademark or other intellectual property right. Customer must promptly notify Edgenuity of any such claim in writing, cooperates with Edgenuity in the defense, and allow Edgenuity solely to control the defense or settlement of the claim. If such a claim appears likely, then Edgenuity may modify the Subscription, procure the necessary rights, or replace the infringing part of the Subscription with a functional equivalent. If Edgenuity determines that none of these are reasonably available, then Edgenuity may terminate the Subscription and refund any prepaid and unused fees. Edgenuity has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by Edgenuity or for any third party services not owned by Edgenuity. THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND EDGENUITY'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.
- b. To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise

from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.

11. OTHER TERMS.

- a. **Governing Law.** If Customer is a public school or district or other state or municipal governmental agency, this Agreement will be governed by the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona.
- b. **Entire Agreement and Changes.** These Terms and Conditions (and any Attachments) and the Quote constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. The Parties may modify this Agreement only by written agreement signed by both parties.
- c. **No Assignment.** Neither party may assign or transfer this Agreement or a Quote to a third party, except that this Agreement with all Quotes may be assigned, without the consent of the other party, as part of a merger or sale of all or substantially all the assets of a party.
- d. **Independent Contractors.** The parties to this Agreement are independent contractors, and this Agreement does not create any partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- e. **Feedback.** By submitting ideas, suggestions or feedback to Edgenuity regarding the Subscription, Customer agrees that items submitted do not contain confidential or proprietary information; and Customer grants Edgenuity an irrevocable, unlimited, royalty-free and fully-paid perpetual license to use such items for any business purpose.
- f. **Enforceability and Force Majeure.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect. Except for the payment of fees, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events, failure of Internet services, any third party service and telecommunications services.
- g. **Money Damages Insufficient.** Any breach by a party of this Agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. The other party may seek a court order to stop any breach or avoid any future breach.
- h. **No Additional Terms and Order of Precedence.** This Agreement supersedes any additional or conflicting terms of any Customer form-purchasing document. If there is an inconsistency between these Terms and Conditions and any Quote, the Quote will prevail only with respect to pricing, duration and service specific terms.
- i. **Survival of Terms.** Sections 5 through 10, 11(a) (e) (g) (h) and (i) shall survive termination of this Agreement.

Addendum for Instructional Services & Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional or Professional Development Services from Edgenuity. In the event of a conflict between these additional terms and the Edgenuity Standard Terms and Conditions, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Edgenuity for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Subscription.
3. **HOURS OF AVAILABILITY.** Edgenuity Instructional and Professional Development Services will be available during the business hours specified by Edgenuity, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the Subscription. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Edgenuity cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Edgenuity will provide virtual access to teachers or coaches (or both) ("Edgenuity Instructors") who are hired, trained, supervised, and paid by Edgenuity, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Subscription (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Edgenuity Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Edgenuity of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Edgenuity Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Edgenuity shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Edgenuity Instructors, and for ensuring that all Edgenuity Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Edgenuity's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs (IEP); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Edgenuity will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Edgenuity. Customer shall be solely responsible for the costs of any required adjustments or accommodations.
 - c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for insuring the accuracy and completeness of student information used, relied upon, or reported by Edgenuity in providing the Instructional Services, and shall promptly notify Edgenuity if any student information needs to be corrected or updated. Upon notice to Customer, Edgenuity reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Edgenuity may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Subscription, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Edgenuity must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Subscription must be completed. PD Services will be available for use by Customer only during the Term of the Subscription. PD Services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. If there are any changes or cancellations of PD services less than 72 hours prior to the scheduled delivery date, Customer agrees to reimburse Edgenuity for travel and other out-of-pocket expenses incurred. The Parties must document in writing and sign any grace periods or extension of time for delivery of PD Services.
 - b. **Use of Customer's Facilities.** If Edgenuity will be providing any PD Services at Customer's premises, Customer shall advise Edgenuity in advance of any Instructor Requirements for Edgenuity personnel, and Edgenuity will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Edgenuity as part of Instructional or PD Services are the property of Edgenuity, and customer may not record, reproduce or copy such content without Edgenuity's express written authorization.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 14, 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>
Larson, Jeffery Psychologist	District Wide	6/30/21	Personal
Ryan, Brittani Assistant Principal	WMS	6/30/21	Accepted Principal Position

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Jaramillo, Josiah Home Economics Teacher	WHS	6/9/21	Personal
Kassel, Jennifer TOSA	Prof. Learning	6/9/21	Personal
Pabalan, Delgel TOSA	Prof. Learning	6/9/21	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
-------------------	-------------	---------------------------	---------------

BACKGROUND:**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carey, Sharie Counselor	Tracy High	6/30/21	Retirement
Miller, Gloria Counselor	Tracy High	6/30/21	Retirement

BACKGROUND:**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alfaro Arce, Maria Career Ed Tech	Tracy High	5/29/21	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Feliciano, Christopher Utility Person III	MOT	6/1/21	Accepted Utility Person III position (Days)
Guzman Tinajero, Sahian Special Ed Para I	Central	6/1/21	Personal
Sundar, Nicholas ISET Technician III	ISET	6/25/21	Personal
Valadez, Elias Utility Person III	MOT	6/1/21	Personal
Williams, Serenna Para Educator I	Jacobson	7/23/21	Accepted Elementary Attendance Clerk position

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: June 14, 2021
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Heredia, Sandra

Psychologist, District Wide (Replacement)
LMP, Range 8, Step A
\$81,918.00
Fund: General

Reese, Dean

Director of PreK- 12 STEM Curriculum and
Local Assessment, District Training and
Technology Center (New)
LME, Range 58, Step 10
\$147,363.75
Fund: General

Ryan, Brittani

Principal, George Kelly School (Replacement)
LME, Range 54, Step B
\$114,713.28
Fund: General

Sharma, Gurneet

Counselor, West High School (New)
LMP, Range 7, Step A
\$77,034.75
Fund: ESSER

BACKGROUND:

Mix, Lucy

Moore, Kenneth

Rodriguez, Jessica

Safina, Altynay

Zendejas, Alejandro

CERTIFICATED

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

RSP, Williams Middle School (New)
"B", Class VI, Step 5
\$67,125.00
Funding: General

3rd grade, George Kelly School (Replacement)
"A", Class I, Step 1
\$52,219.00
Fund: General

6th grade, George Kelly School (New)
"B", Class IV, Step 1
\$56,570.00
Funding: General

SDC, West High School (Replacement)
"A", Class IV, Step 2
\$52,352.00
Funding: General

BACKGROUND:

Medina, Vivian

Wahidi, Najia

Williams, Serenna

CLASSIFIED

School Supervision Assistant (Replacement)
Hirsch
1.5 hours per day
Range 21, Step C - \$15.93 per hour
Funding: General Fund-Unrestricted

Special Ed Para Educator I (Replacement)
West High
6 hours per day
Range 24, C - \$17.07 per hour
Funding: Special Education

Elementary Attendance Clerk (Replacement)
Jacobson

8 hours per day
Range 28, D - \$19.59 per hour
Funding: General Fund

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 8, 2021
RE: Approve School Psychology and School Counseling Internship Agreement with Brandman University

BACKGROUND: Tracy Unified School District Currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. An agreement between Brand University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective July 1, 2021 through July 1, 2024.

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

FUNDING: None.

RECOMMENDATION: Approve School Psychology and School Counseling Internship Agreement with Brandman University

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

SUPERVISED INTERNSHIP AGREEMENT

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

SCHOOL PSYCHOLOGY

☒

EDUCATION ADMINISTRATION

☐

SCHOOL COUNSELING

☒

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the TRACY UNIFIED SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

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

I. RESPONSIBILITIES OF THE UNIVERSITY

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

II. RESPONSIBILITIES OF THE FIELDWORK SITE

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

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

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

III. THE PARTIES MUTUALLY AGREE

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

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Attn: Antonia Velasco, Personnel Analyst for
Certificated Employees
Phone: 209-830-3260 extension 1301

UNIVERSITY CONTACT INFORMATION:

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

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

Agreement.

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

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 7/1/2021 and shall continue in full force and effect through 7/1/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

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

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

Appendix A
Definition of Internship

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

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

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

I. Specific Supervision Requirements School Psychology Fieldwork:

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

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

School Administration Fieldwork:

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 11, 2021
RE: Approve PPS School Counseling Internship Agreement with CSU Stanislaus

BACKGROUND: Tracy Unified School District Currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. An agreement between CSU Stanislaus and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective July 1, 2021 through June 30, 2026.

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

FUNDING: None.

RECOMMENDATION: Approve PPS School Counseling Internship Agreement with CSU Stanislaus.

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

PPS – COUNSELOR EDUCATION PROGRAM INTERN AGREEMENT

CONTRACTUAL AGREEMENT BETWEEN California State University, Stanislaus and Tracy Unified School District

This Agreement, made and entered into this **1st day of July 2021**, by and between the State of California State through the Trustees of The California State University on behalf of California State University, Stanislaus, all of which are hereinafter called “University” and **Tracy Unified School District** hereinafter called “District”, collectively together called, “Parties” sets forth the provisions of understanding between the student, program coordinator, and employer with respect to participation in the Counselor Education Internship Program.

A. RESPONSIBILITIES OF THE CSU STANISLAUS

The University shall:

1. Assume direct responsibility for coordinating the program and serve as liaison between CSU Stanislaus and the District.
2. Assure that interns are eligible for the Internship and verify the registration of the student in the appropriate University coursework.
3. Review the intern’s Individual Intern plan, identifying the goals, activities, and competencies to be addressed.
4. Review Site Supervisor evaluation for consideration of awarding grade in EDCL 5850, Counseling Seminar and Field Experience, if applicable.
5. Conduct regular progress checks with the interns during the experience.
6. Communicate, as needed, with the cooperating school and District to provide and to receive information necessary for the effective and efficient evaluation and administration of the program. Such communication may include face-to-face meetings and written evaluations, as well as phone calls and emails.

B. RESPONSIBILITIES OF THE DISTRICT

The District shall:

1. Interview, evaluate and select interns as employees of cooperating schools.
2. Ensure that no credentialed school counselors are displaced in the hiring of intern counselors.
3. Ensure that interns are employed with the rights and responsibilities of other employees of the District, including their placement on the salary schedule.
4. Orient selected interns to the school counselor’s role and responsibilities, ensuring that the program furthers the educational goals of the District.
5. Assign interns to District schools and ensure that they are always working under the supervision of a mentor who holds a PPS Credential and has at least two years’ experience in the duties being performed by the interns.

6. Provide interns and their mentors 1-3 hours per week for program planning and individual supervision.
7. Compensate mentor counselors in accordance with the District provisions for compensating mentor teachers.
8. Provide interns with the necessary resources and support needed to do their jobs effectively and efficiently. Such resources will include, but not be limited to, office space, computer access, school policies, procedures and relevant databases, as well as in-service trainings and professional development opportunities that are available to fully credentialed school counselors.
9. Assist interns in the fulfillment of individual plans for professional development. Such assistance will include, but not be limited to, the identification of specific goals and activities to be completed each semester, the provision of time, resources and opportunities to complete these activities, and opportunities to participate in the broad spectrum of the school counselor's job.
10. Evaluate intern's performance and discuss the performance appraisal with the student and the CSU Stanislaus Counselor Education Program Coordinator using the evaluation tools and methods employed for all school counselors employed by the district.
11. Communicate as needed with CSU Stanislaus Counselor Education Program Coordinator to discuss issues, problems, and suggestions for the effective and efficient administration of the program.
12. The District shall not employ discriminatory practices in its selection of students and in its performance hereunder on the basis of sex, sexual orientation, race, color, ancestry, ethnicity, religious creed, national origin, disability (including HIV and AIDS), medical condition, age, marital status, and denial of family care leave.
13. District shall be aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." District is familiar guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

C. RESPONSIBILITIES OF THE MENTOR

The Mentor shall:

1. Meet directly with the intern for 1-3 hours per week to provide assistance in program planning and individual supervision.
2. Be available throughout school hours to assist the intern in addressing crises.
3. Assist intern in developing and fulfilling the Individual Intern plan for professional development. Such assistance will include, but not be limited to, the identification of specific goals and activities to be completed each semester, assistance in finding resources and opportunities to complete these activities and providing opportunities to participate in the broad spectrum of the school counselor's job.

4. Provide feedback on the intern's performance through weekly meetings with the intern, communication with the University Field Experience Instructor (when necessary), and completion of the Field Experience Supervisor Evaluation.
5. Communicate as needed with CSU Stanislaus Counselor Education Program Coordinator to discuss issues, problems and suggestions for the effective and efficient administration of the program.

D. RESPONSIBILITIES OF THE INTERN

The Intern shall:

1. Be a regular employee of The District and follow all of the policies of The District as well as the objectives and requirements of the CSU Stanislaus Counselor Education Program
2. Work on a schedule arranged by the employer, always under the supervision of a PPS credentialed mentor.
3. Create an Individual Intern plan, identifying the goals, activities, and competencies to be addressed each semester, in consultation with the University Counselor Education Program Coordinator, the credentialed mentor and the appropriate district representative.
4. Meet with the University Counselor Education Program Coordinator, as needed, to discuss progress.
5. Consult weekly (1-3 hours) with the supervising mentor and/or school administrators to determine progress and to discuss any problems or concerns arising during the intern experience.
6. Maintain a weekly log of all work for review and evaluation.
7. Participate in the performance evaluation with appropriate school administrator on an annual basis.
8. Communicate with the CSU Stanislaus Counselor Education Program Coordinator regarding any problems, issues, or suggestions regarding the work experience.

E. TERM OF THE AGREEMENT

1. The term of this agreement shall be for a period of five (5) years commencing **July 1, 2021 and terminating June 30, 2026**. Either party may terminate this agreement after giving the other party sixty (60) days advance written notice of its intention to so terminate.
2. This agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

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

TRUSTEES OF THE CALIFORNIA
STATE UNIVERSITY
California State University, Stanislaus

THE DISTRICT
Tracy Unified School District

Signature	Date
Rhonda Willson	
Procurement & Contract Services	

Signature	Date
Name: _____	
School Board	

Signature	Date
Dr. Oddmund Myhre	
Dean, College of Education, Kinesiology and Social Work	

Signature	Date
Dr. Brian Stephens	
District Superintendent	

Signature	Date
Dr. Suzanne Whitehead	
Coordinator, Counselor Education Program	

Signature	Date
Name: _____	
Certificated Bargaining Unit Rep. (if applicable)	

ADDENDUM: INDIVIDUAL SITE AND INTERN

I have studied the terms of the PPS – COUNSELOR EDUCATION PROGRAM INTERN AGREEMENT. I agree to abide by them throughout the term of the following internship:

Intern:

Name

Address

Phone/E-Mail

Site:

Name of School

Address

Phone

Site Administrator:

Name

Position

Phone/E-Mail

Mentor/Supervisor:

Name

Position

Phone/E-Mail

SIGNED:

Signature Date
Intern

Signature Date
Site Administrator

Signature Date
Dr. Suzanne Whitehead
Counselor Education Program

Signature Date
Mentor/Supervisor



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 8, 2021
RE: Approve School Psychology and School Counseling Fieldwork Agreement with Brandman University

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between Brandman University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective July 1, 2021 through July 1, 2024.

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

FUNDING: None.

RECOMMENDATION: Approve School Psychology and School Counseling Fieldwork Agreement with Brandman University.

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



SUPERVISED FIELDWORK AGREEMENT

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

TEACHER EDUCATION

☐

SCHOOL PSYCHOLOGY

☒

SCHOOL COUNSELING

☒

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the TRACY UNIFIED SCHOOL DISTRICT, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of fingerprint clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Tracy Unified School District
1875 W. Lowell Ave.
Tracy, CA 95376
Attn: Antonia Velasco, Personnel Analyst for
Certificated Employees
Phone: 209-830-3260 extension 1301

UNIVERSITY CONTACT INFORMATION:

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

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 7/1/2021 and shall continue in full force and effect through 7/1/2024. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

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

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

Appendix A
Payment for Master Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

School Counseling Fieldwork:

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

I. Specific Supervision Requirements School Psychology Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

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

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: June 11, 2021
RE: **Certify that Provisions of Section 5593 Regarding Coaches Have Been Met**

BACKGROUND: Section 5594 of Title 5, California Code of Regulations requires that all local governing boards shall certify to the State Board of Education that the provisions of Section 5593 have been met.

RATIONALE: The attached coaches currently employed by the Tracy Unified School District meet the qualifications of Section 5593.

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

FUNDING: None.

RECOMMENDATION: Certify that Provisions of Section 5593 Regarding Coaches Have Been Met.

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

Name	Site	Sport	Position
Agapie, George	KHS	Soccer	Boys-Frosh/Soph
Alkire, Vic	THS	Baseball	Varsity-Head
Allen, Dustin	KHS	Football	Varsity Asst.
Allen-Trombley, Jennifer	KHS	Cross Country	Asst. Coach
Allmon, Randy	WHS	Football	Varsity Asst
Anastasio, Jill	WHS	Volleyball	Soph
Anastasio, Steve	WHS		Athletic Dir
Anastasio, Steve	WHS	Football	Varsity Head
Anderson, Dustin	KHS	Football	Soph Head
Anderson, John	WHS	Tennis	Boys Varsity
Aptaker, Lee	WHS	Basketball	Varsity Girls
Bailey, Deonte	WHS	Basketball	Frosh Boys
Barreto, Mateo	KHS	Water Polo	Asst. Coach
Baumann, Frank	THS	Volleyball	Soph
Baumann, Frank	THS	Volleyball	Varsity
Behnam, Arash (Scott)	WHS	Soccer	Girls Varsity
Behnam, Arash (Scott)	WHS	Softball	Varsity
Bigler, Justin	KHS	Softball	Varsity Head
Blackwell, Jonathan	THS	Wrestling	Head Coach
Bogart, Wayne	KHS	Football	Soph Asst.
Bowman, Amanda	THS	Water Polo	Asst. Coach
Bravo, Rogelio	WHS	Wrestling	Asst Coach
Burroughs, Rachel	THS	Softball	Frosh
Butler, Jessica	KHS	Pep Squad	Advisor - Fall
Butler, Jessica	KHS	Pep Squad	Advisor - Winter
Cherry, Kevin	KHS	Basketball	Girls-Soph
Coatney, Monique	KHS	Dance	Advisor - Fall
Coatney, Monique	KHS	Dance	Advisor - Winter
Corbett, Jonathan	WHS	Wrestling	Head Coach
Cueva, Genaro (Junior)	THS	Basketball	Varsity-Boys
Dayak, Adaurie	KHS	Soccer	Girls-Frosh/Soph
DeHaro, Adam	THS	Baseball	Soph
Dell'Aringa, Dante	WHS	Baseball	Varsity
Dorado, Abel	WHS	Soccer	Boys Varsity
Durant, Tyler	WHS	Football	Frosh Asst
Eaton, Derek	THS	Basketball	Girls-Sophomore
Escobar, Zack	THS	Football	Asst. Varsity
Evans, Justin	THS	Volleyball	Varsity
Farfan, David	WHS	Baseball	Sophomore
Fielsch, Mischelle	THS	Tennis	Girls-Head Coach
Fielsch, Mischelle	THS	Tennis	Boys-Varsity
Fishburn, Jay	THS	Track	Head Coach
Gallardo, Roger	KHS	Baseball	Varsity
Garcia, Salvamar	WHS	Basketball	Soph Girls
Garibaldi, Alberto	KHS	Basketball	Boys-Varsity

Gibson, Jimmy	THS	Volleyball	Frosh
Gonzalez, David	KHS	Wrestling	Asst. Coach
Graber, Gaye	WHS	Pep Squad	Asst. Advisor-Fall
Graber, Gaye	WHS	Pep Squad	Asst. Advisor-Winter
Granillo Jr., Miguel	KHS	Basketball	Girls-Varsity
Grim, Latef	KHS	Football	Varsity Head
Guillen, Marcus	THS	Football	Frosh-Head
Guillen, Nelson	THS	Football	Asst. Soph
Hattley, Ronald	KHS	Soccer	Girls-Varsity
Heinen, Casey	KHS	Water Polo	Head Coach Boys
Heinen, Casey	KHS	Water Polo	Head Coach Girls
Heinen, Casey	KHS	Swimming	Varsity Head
Hern, Ryan	WHS	Golf	Varsity Boys
Hupman, Tida	WHS	Soccer	Frosh/Soph Girls
Anderson, John	WHS	Tennis	Girls Varsity
Hayley, Chris	KHS	Basketball	Boys-Frosh
Wichman, Casey	WHS	Golf	Varsity Girls
Jamero, Nicholas	WHS	Water Polo	Asst Co-ed
Jamero, Nicholas	WHS	Swimming	Varsity Asst
James, Robert "Bob"	WHS	Cross Country	Asst Coach
James, Theresa	WHS	Cross Country	Head Coach
James, Theresa	WHS	Track	Asst Coach
Johnson, Scott	WHS	Football	Varsity Asst
Juarez, Henry "Chico"	KHS	Baseball	Frosh
Kalis, Phillip	THS	Soccer	Boys-Varsity
Kalis, Phillip	THS	Soccer	Girls-Frosh/Soph
Keeney, Paulette	THS	Softball	Varsity
Keeney, Paulette	WHS	Volleyball	Boys Varsity
Larson, Amanda (Job Share)	THS	Track	Asst. Coach
Lassiter, Bryce	KHS	Soccer	Boys-Varsity
Lawrence, Joe	KHS	NA	Athl. Dir.
Leanos, Anthony	THS	Basketball	Frosh-Boys
Leanos, Anthony	THS	Wrestling	Asst. Coach
Lieberg, Todd	THS	Water Polo	Girls-Head Coach
Lieberg, Todd	THS	Swimming	Asst Swimming
Lundell, Megan	WHS	Dance	Advisor - Fall
Lundell, Megan	WHS	Pep Squad	Advisor-Fall
Lundell, Megan	WHS	Dance	Advisor - Winter
Lundell, Megan	WHS	Pep Squad	Advisor-Winter
Martin, Shelby	WHS	Volleyball	Frosh
McGee, Gerianne	THS	Softball	Sophomore
Mohsini, Mursal	WHS	Track	Asst Coach
Moore, Gary (Job-Share)	KHS	Golf	Boys-Varsity (Job-Share)
Muhammad, Gary	WHS	Track	Asst Coach (Pole Vaulting)
Muniz, Theodore	THS	Baseball	Frosh
Musleh, Omar	WHS	Football	Soph Head

Musleh, Omar	WHS	Volleyball	Varsity
Norwood, Corey	KHS	Football	Varsity Asst.
Nunn, Mike	KHS	Track	Asst. Coach
Ornellas, Kevin	THS	Basketball	Boys-Soph
Ortiz, Nick	KHS	Football	Varsity Asst. 50%
Pajarillo, Zoey	KHS	Basketball	Girls-Frosh
Pasquale, Bryce (Job Share)	THS	Track	Asst. Coach
Perez, Jaime	THS	Cross Country	Asst. Coach
Perry, Nathan	THS	Soccer	Girls-Varsity
Pombo, Richard	KHS	Baseball	Soph
Pribble, Jeffery	THS	Football	Varsity-Head
Pribble, Jeffery	THS	Track	Asst. Coach
Quintana, Michael	WHS	Tennis	Girls Varsity
Rebeiro, Robert	WHS	Football	Varsity Asst
Retuta, Rene	KHS	Softball	Sophomore
Retuta, Rene	KHS	Basketball	Boys-Frosh
Rivera, Sean (Job-Share)	KHS	Golf	Boys-Varsity (Job-Share)
Romo, Tristan	WHS	Football	Frosh Head
Saenz, Rachel	WHS	Softball	Soph
Sanchez, Taryn	KHS	Pep Squad	Asst. Advisor - Fall
Shrout, Matt	THS	Football	Athletic Dir
Soares, Sheila	THS	Dance	Advisor - Fall
Soares, Sheila	THS	Pep Squad	Advisor - Fall
Soares, Sheila	THS	Dance	Advisor - Winter
Soares, Sheila	THS	Pep Squad	Advisor - Winter
Solano, Derek	THS	Golf	Girls-Varsity
Solano, Derek	THS	Basketball	Girls-Varsity
Solano, Derek	THS	Golf	Boys-Varsity
Speer, Kevin	THS	Football	Asst. Varsity
Tailes, Armado	WHS	Baseball	Frosh
Tailes, Armando	WHS	Golf	Varsity Girls
Tailes, Armando	WHS	Water Polo	Varsity Boys
Tiffany, James	KHS	Golf	Varsity Girls'
Trew, Tahnee	THS	Water Polo	Boys-Head Coach
Trombley, Ben	KHS	Track	Head Coach
Vallotton, David	KHS	Track	Asst. Coach
Vega, Victor	KHS	Football	Frosh Asst.
Vega, Victor	KHS	Track	Asst. Coach
Villa, Abel	KHS	Track	Asst. Coach
Von Stade, Scott	WHS	Basketball	Varsity Boys
Waters, Cassidy	WHS	Water Polo	Varsity Girls
Waters, Cassidy	WHS	Swimming	Varsity Asst
Weagley, Melissa	THS	Cross Country	Varsity
Weagley, Melissa	THS	Track	Asst. Coach
Wells, John "Tony"	KHS	Basketball	Boys-Soph
Williams, Theodore	WHS	Track	Head Coach
Williams, Theodore	WHS	Football	Frosh Asst

Windschitl, Patrick	WHS	Swimming	Varsity Head
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VOLUNTEER COACHES

Name	Sport	Site
Anderson, John	Baseball	WHS
Asuncion, Francis	Basketball	KHS
Forest, Brandon	Wrestling	WHS
Coronado, Gilbert	Football	KHS
Galindo, Rodrigo	Softball	KHS
Gross, Katrina	Basketball	WHS
Hayley, Chrysell	Basketball	KHS
Hooch, Robert	Basketball	THS
Juarez, Henry "Chico"	Baseball	WHS
Magana, Armando	Basketball	KHS
Martinez, Jason	Baseball	khs
Oceguera, Samuel	Wrestling	WHS
Sanchez, Julie	Softball	KHS
Sanchez, Oliver	Softball	KHS
Sauers, Shannon	Football	KHS



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 9, 2021
SUBJECT: **Certify Corrective Action to the 2019-20 Findings and Recommendations of the Independent Annual Financial Report**

BACKGROUND: The board was presented with the annual independent audit in April. The audit included two findings. Each year the Superintendent is required to certify that all corrective actions to the annual independent audit have been reviewed and filed by the district's Governing Board. The Superintendent is also required to assure that corrective procedures have been implemented and will be used in the ensuing years.

RATIONALE: The attached forms document the corrective actions to the audit finding.

FUNDING: None.

RECOMMENDATION: Certify Corrective Actions to the 2019-20 Findings and Recommendations of the Independent Annual Financial Report.

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



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

AUDIT FINDING CORRECTIVE ACTION 2019-2020

Tracy Unified School District
San Joaquin County, California

FINDING CATEGORY All Other - Accounts Receivable

FINDING # 1

PAGE: # 100

Describe below specific corrective action used in resolving audit finding:

Specifically address each individual item within the finding. Be certain that your responses are clear and concise. You will need to provide all documentation which supports the specific action taken toward resolving the finding; i.e., copies of amended reports, corrective action plans, etc.

Attach all pertinent documentation. Number of attachments for this finding: 1

The following finding represents a material weakness, and/or instances of noncompliance related to the financial statements that are required to be reported in accordance with *Government Auditing Standards*.

2020-001 **Accounts Receivable**

Criteria or Specific Requirements

Generally accepted accounting principles indicate that exchange revenues for services performed be recognized in the year in which the services are provided.

Condition

We noted that cafeteria federal and state revenue for May and June 2020 was not accrued as accounts receivable.

Questioned costs

Not applicable.

Context

The year end closing process occurred during the beginning of the change to remote work and the accrual was not captured and recorded.

Effect

Cafeteria fund accounts receivable and revenue were understated by \$187,592.

Cause

Year end accrual was not recorded.

Recommendation

We recommend the District ensure that internal control processes designed to review and capture all required year end adjustments be reviewed and determined that it operates effectively either when personnel are working remotely or in person.

Repeat Finding

No

Corrective Action Plan

District management has reviewed policies and procedures for year-end processing and discussed this omission with appropriate district personnel. We have updated our year-end procedures checklist to ensure completion of this process in future year end closings.



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

AUDIT FINDING CORRECTIVE ACTION 2019-2020

Tracy Unified School District
San Joaquin County, California

FINDING CATEGORY State Compliance - Unduplicated Count

FINDING # 2

PAGE: # 102

Describe below specific corrective action used in resolving audit finding:

Specifically address each individual item within the finding. Be certain that your responses are clear and concise. You will need to provide all documentation which supports the specific action taken toward resolving the finding; i.e., copies of amended reports, corrective action plans, etc.

Attach all pertinent documentation. Number of attachments for this finding: 2

The following finding represents an instance of noncompliance and/or questioned costs relating to compliance with state laws and regulations. The finding has been coded as follows:

<u>Five Digit Code</u>	<u>AB 3627 Finding Type</u>
40000	State Compliance

2020-002 Code 40000 – Unduplicated count

Criteria or Specific Requirements

Obtain a copy of the school's certified "1.18 – FRPM / English Learner / Foster Youth – Student List" report. Select a representative sample, to achieve a high level of assurance, from the students indicated as only free or reduced priced meal eligible (FRPM) identified under the "NSLP Program" column (which means students are indicated as a "No" under the "Direct Certification" column, a "No" under the "Homeless" column, blank under the "Migrant Ed Program" column, a "No" under "Foster" column, and "181-Free" or "182-Reduced" under the "NSLP Program" column) and verify there is supporting documentation such as a Free and Reduced Price Meal (FRPM) eligibility application under a federal nutrition program, an alternative household income data collection form that indicates the student was eligible for the designation, or a direct certification list obtained from the county welfare department, or COE, that matches enrolled students against those children/households receiving CalFresh (or CALWORKs) benefits. If a student in the sample transferred to another LEA, the LEA may obtain the documentation from the LEA the student transferred to, or another student may be selected for the sample.

Condition

We identified two students whose FRPM designation was listed as reduced but that was not supported by the Free and Reduced Lunch status.

Questioned Costs

\$42,814. 2 students at Tracy High, which had a population of 794 FRPM unduplicated count students. Extrapolated to the population results in a questioned cost of 26 students. A reduction of the two students noted would result in zero questioned costs. Using the reduction of the extrapolated 26 students in the LCFF Estimated the Cost of Unduplicated County Penalty worksheet results in a questioned cost of \$42,814.

Context

We reviewed 60 FRPM student files and noted 2 students from one family that did not meet the low-income threshold.

Effect

Students listed as FRPM were not supported by FRPM eligibility amounts.

Cause

Decentralized operations are dependent on the action of several individuals. Some individuals may not be aware of established procedures

Repeat Finding (Yes or No) No

Recommendation

We recommend District management review policies and procedures with personnel responsible for monitoring the accurate reporting of student designations on the certified "1.18-FRMP/PM/English Learner/Foster Youth – Student List.

Corrective Action Plan

District management has reviewed policies and procedures with appropriate personnel to ensure proper monitoring and reporting of student designations on all future certified student lists.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Educational Services
DATE: May 4, 2021
SUBJECT: **Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for the 2021-2024 School Years**

BACKGROUND: Education Code Section 52060 requires that:

52060. (a)The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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 and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2021.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the 3-Year LCAP for 2021-2024.

The June 8, 2021 Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item, but the results will impact the 2021-2022, 2022-2023, and 2023-2024 budget decisions per State regulations.

RECOMMENDATION: Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for the 2021-2024 School Years.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Dr. Robert Pecot, Associate Superintendent of Educational Services
DATE: May 24, 2021
SUBJECT: **Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS) for the 2021-2024 School Years**

BACKGROUND: Education Code Section 52060 requires that:

52060. (a)The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years, and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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 and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2021.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the 3-Year LCAP for 2021-2024.

The June 8, 2021 Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item, but the results will impact the 2021 - 2022, 2022-2023, and 2023-2024 budget decisions per State regulations.

RECOMMENDATION: Approve the LCAP Parent Budget Overview, and the Local Control Accountability Plan (LCAP) for TISCS for the 2021-2024 School Years.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associated Supt of Business Services
DATE: June 8, 2021
SUBJECT: Adopt the 2021-22 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.*

The requirements also include that the governing board of each district shall:

- (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: During the board meeting of June 8, 2021, the Board of Trustees conducted a public hearing on the budget to be adopted for the subsequent fiscal year. At the same meeting, staff discussed with the Board of Trustees the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, 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, and made 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. The proposed rationale for maintaining reserves in excess of three percent during the budget year was that TUSD is not only required to maintain a 3% reserve in the budget year, but in each of the subsequent two years. Planned deficit spending will erode the ending balance over three years. The current ending balance is sufficient to meet the three year mandate.

In January of 2021, Governor Newsom proposed the California State Budget for 2021-2022. 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 May, but has not yet been adopted by the California Legislature.

While the Governor and the legislature continue to develop a budget agreement, the San Joaquin County Office of Education (SJCOE) has offered guidelines for district budget development. The actual budget may differ from the budget ultimately adopted by the Governor and the legislature. However, the SJCOE guidelines allow the TUSD to develop a budget in accordance with mandated timelines.

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 2021-2022, 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: Adopt the 2021-22 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, Assoc Supt of Business Services
DATE: June 11, 2021
SUBJECT: Approve the Award of Request for Proposal (RFP) for Charter Bus Services

BACKGROUND: District purchasing procedures require that services valued at greater than \$15,000 and which are not for special services and advice concerning financial, accounting, engineering, legal or administrative matters, must be procured through a bidding process. Also, to be valid or to constitute an enforceable obligation against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: The District will exceed the bid limit for charter bus contracted services. To ensure the District provides the safest, most efficient and economical modes of Transportation for our students and staff, bids will be solicited from all known vendors who can provide charter bus services.

FUNDING: There is no cost to soliciting bids, but responses will set prices for future field trips and other trips using charter bus services.

RECOMMENDATION: Approve the Award of Request for Proposal (RFP) for Charter Bus Services.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 2, 2021
SUBJECT: Adopt Resolution No. 20-21 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2021-2022 School Year and to Authorize Designated Personnel to Sign Contract Documents

BACKGROUND: Tracy Unified School District operates State Preschool Programs on the South West Park Elementary and North School campuses for which the District receives special State funding. Governing Board approval of the Resolution authorizing the District to enter into a contract is required for receipt of the funds each year. The authorized signatures are Dr. Rob Pecot, Associate Superintendent of Business Services and Tania Salinas, Director of Continuous Improvement.

RATIONALE: The State Preschool Program provides important educational opportunities for students ages 3 to 4. In addition, over half of the students are bilingual, and the preschool provides these students an additional opportunity for early English Language Acquisition. The State will provide approximately \$313,706 for the operation of this program. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Adopt Resolution No. 20-21 Approving the Application Authorizing the District to Enter into a Yearly Contract with the State for a Child Development Program for the 2021-2022 School Year and to Authorize Designated Personnel to Sign Contract Documents.

Prepared by: Tania Salinas, Director of Continuous Improvement.



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1513

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 39-7549-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: TRACY JOINT UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$313,706.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 6,293.0
Operation (MDO) Requirement 175

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING Tania Salinas, Director Continuous Improvement	
TITLE Contract Manager		ADDRESS 1875 W. Lowell Ave. Tracy, CA 95376	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 313,706	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-7549	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 313,706	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	FISCAL YEAR 2021-2022	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER 200		DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Tracy Joint Unified School District	95-1055500
By (Authorized Signature)	

Printed Name and Title of Person Signing	
Tania Salinas, Director Continuous Improvement	
Date Executed	Executed in the County of
	San Joaquin

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

1. Proposer/Bidder Firm Name (Printed):

Tracy Joint Unified School District

2. Federal ID Number:

95-1055500

3. By (Authorized Signature):

4. Printed Name and Title of Person Signing:

Tania Salinas, Director Continuous Improvement

5. Date Executed:

6. Executed in the County and State of:

San Joaquin

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

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

authorizes entering into local agreement number 20-21 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED THIS 22nd day of June 2021, by the Governing Board of Tracy Joint Unified School District of San Joaquin County, in the State of California.

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

(Clerk's signature)

(Date)



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION No. 20-21**

**APPROVING THE APPLICATION AUTHORIZING THE DISTRICT TO ENTER INTO A
YEARLY CONTRACT WITH THE STATE FOR A CHILD DEVELOPMENT PROGRAM
FOR 2021-2022, AND TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN
CONTRACT DOCUMENTS.**

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

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

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

NOW, THEREFORE BE IT RESOLVED, that the *Tracy Unified School District Board of Education* does hereby approve the application authorizing the District to enter into a yearly contract with the State for a Child Development Program for 2021-2022 and to authorize designated personnel to sign contract documents.

PASSED AND ADOPTED this 22nd day of June 2021 by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOTES:

ABSENT:

ABSTAIN:

**President
Board of Trustees
Tracy Unified School District**

Attested:

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

**Clerk
Board of Trustees
Tracy Unified School District**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 11, 2021
SUBJECT: Adopt Revisions to the TUSD K-8 Student Handbook for the 2021-2022 School Year

BACKGROUND: The K-8th Grade Student Handbook was last updated and approved prior to the 2020-21 school year.

RATIONALE: To stay current with education code the District K-8 Grade Student Handbook has been reviewed and revised by our cabinet team, Assistant Principals, TEA leadership, Director of Student Services, and our Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt Revisions to the TUSD K-8 Student Handbook for the 2021-2022 School Year.

Prepared by: Mary Petty, Director of Student Services and Curriculum for the 2021-2022 school year.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 11, 2021
SUBJECT: **Adopt Revisions to the TUSD High School Student Handbook for the 2021-2022 School Year**

BACKGROUND: The District High School Student Handbook was last updated and approved prior to the 2020-21 school year.

RATIONALE: To stay current with Education Code the District High School Student Handbook has been reviewed and revised by our cabinet team, high school assistant principals, TEA and CSEA leadership, and Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt Revisions to the TUSD High School Student Handbook for the 2021-2022 School Year.

Prepared by: Mary Petty, Director of Student Services for the 2021-22 school year.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 11, 2021
SUBJECT: Adopt revisions to the TISCS Student Handbook for the 2021-2022 School Year

BACKGROUND: The District High School Student Handbook was last updated and approved prior to the 2020-21 school year.

RATIONALE: To stay current with Education Code the TUSD student handbook has been reviewed and revised by the site principal and academic counselor. Since TISCS is a dependent charter school of TUSD, this agenda item supports TUSD District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt Revisions to the TISCS Student Handbook for the 2021-2022 School Year.

Prepared by: Mary Petty, Director of Student Services for the 2021-22 school year.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: June 11, 2021
SUBJECT: **Approve TISCS Expanded Learning and Opportunities Grants Plan**

BACKGROUND: In response to the 2019, Novel Coronavirus (COVID-19) the U.S. Congress passed the CARES Act, which was signed into law on Friday, March 27, 2020. The California Legislature provided \$6.6 billion in the [Assembly Bill 86 COVID-19 relief package](#), including \$2 billion for In-Person Instruction (IPI) Grants and \$4.6 billion for Expanded Learning Opportunities (ELO) Grants. Governor Newsom signed AB 86 on March 5, 2021.

Expanded Learning and Opportunities (ELO) Grants shall be expended only for any of the following purposes: extending instructional learning time, accelerating progress to close learning gaps, integrated pupil supports, community learning hubs, supports for credit deficient pupils, additional academic services, and training for school staff. LEAs are encouraged to engage, plan, and collaborate on program operation with community partners and expanded learning programs, and leverage existing behavioral health partnerships and Medi-Cal billing options, in the design and implementation of services.

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

TISCS: \$33,273.00-dollar apportionment, of which \$3,127.00 needs to be spent toward paraprofessionals and \$2000.00 needs to be spent on homeless students.

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

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

meeting graduation requirements, credit-deficient pupils, high school pupils at risk of not graduating, and other pupils identified by certificated staff.

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

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

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

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

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING Expanded Learning and Opportunities Grant Funds.

RECOMMENDATION: Approve TISCS Expanded Learning and Opportunities Grants Plan.

Prepared by: Mary Petty, Director of Student Services



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 4, 2021
SUBJECT: **Approve Tentative Agreements with the Tracy Educators Association**

BACKGROUND: Through the negotiations process, Tentative Agreements were signed for the sunshined re-opener articles for the 2021-2022 contract year. Additional articles were opened by mutual agreement, with tentative agreements also being reached. The Tentative Agreements (see attached) were approved and ratified by the TEA members on May 5, 2021.

RATIONALE: The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and Tracy Educators Association (TEA) (see attached):

- Article I – Recognition
- Article VI – Hours
- Article VII – Duties
- Article X – Membership Dues
- Article XII – Class Size/Teacher Aide Time
- Article XIII – Salaries
- Article XIV – Fringe Benefits
- Article XVI – Transfer/Reassignment
- Article XX – Leave of Absence
- Article XXXII – Job Sharing
- Article XXXIX – Teachers Assigned to Independent Charter

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

FUNDING: Pay increases described in the tentative agreements (attached) will be paid from a variety of funds.

RECOMMENDATION: **Approve Tentative Agreements with the Tracy Educators Association**

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: June 4, 2021
SUBJECT: Approve New TSMA Salary Agreement

BACKGROUND: On May 19, 2021, the Tracy Unified School District tentatively agreed with the Tracy Educators Association (TEA) the following salary increase for 2021-2022:

A percentage increase to the 2021-2022 salary schedule of 5.07% (based on the Governor's proposed COLA, estimated in May, 2021, to be 5.07%)

The District Administration recommends approval of the following increase for TSMA members:

- A percentage increase to each step and range cell of the 2021-2022 Classified/Confidential Salary Schedule (LMH), the 2021-2022 Management/Administrator Salary Schedule (LME), and the 2021-2022 Psychologist/Counselor Salary Schedule (LMP), equal to the funded Cost of Living Adjustment (COLA) percentage (based on the Governor's proposed COLA, estimated in May, 2021, to be 5.07%)
- Health Benefits – no change status quo.

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

FUNDING: The salary increase described above will be paid from a variety of funds.

RECOMMENDATION: Approve New TSMA Salary Agreement.

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



TRACY
UNIFIED SCHOOL DISTRICT

HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 6, 2021
SUBJECT: Approve Increase to Certificated Substitute Salary Schedule

BACKGROUND: On May 19, 2021, the Tracy Unified School District tentatively agreed with the Tracy Educators Association (TEA) the following salary increase for 2021-2022:

A percentage increase to the 2021-2022 salary schedule of 5.07% (based on the Governor's proposed COLA, estimated in May, 2021, to be 5.07%)

The District Administration recommends approval of the following increase for certificated substitutes:

A percentage increase to the certificated substitute salary schedule of 5.07% (based on the Governor's proposed COLA, estimated in May, 2021, to be 5.07%)

FUNDING: The salary increase described above will be paid from the general fund.

RECOMMENDATION: Approve Increase to Certificated Substitute Salary Schedule.

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: June 6, 2021
SUBJECT: Approve Increase to Translator Hourly Rate of Pay

BACKGROUND: On May 19, 2021, the Tracy Unified School District tentatively agreed with the Tracy Educators Association (TEA) the following salary increase for 2021-2022:

A percentage increase to the 2021-2022 salary schedule of 5.07% (based on the Governor's proposed COLA, estimated in May, 2021, to be 5.07%)

The District Administration recommends approval of the following increase for translators:

A percentage increase to the translator hourly rate of pay of 5.07% (based on the Governor's proposed COLA, estimated in May, 2021, to be 5.07%)

FUNDING: The salary increase described above will be paid from a variety of funds.

RECOMMENDATION: Approve Increase to Translator Hourly Rate of Pay.

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: June 6, 2021
SUBJECT: Approve Amendment to Superintendent Contract

BACKGROUND: It has been the practice of the Board of Education to give the current Superintendent of Tracy Unified School District the same pay increase that is awarded by the Board of Education to the Tracy Educators Association (TEA) employees and the Tracy School Management Association (TSMA) employees of the Tracy Unified School District which are both on the agenda for the June 22, 2021, meeting.

Pursuant to the current Superintendent's Contract of Employment, "the BOARD hereby retain the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this contract."

It is the recommendation of the Human Resources department to approve a 5.07% increase, (based on the Governor's proposed COLA, estimated in May, 2021, to be 5.07%), to the salary of the current superintendent for the 2021-2022 school year.

FUNDING: Pay increases described herein will be paid from the general fund.

RECOMMENDATION: Approve Amendment to Superintendent Contract.

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: June 9, 2021
SUBJECT: Approve Job Description and Salary for Community Family Services Advisor

BACKGROUND: As a result of the COVID-19 pandemic and TUSD's stakeholder engagement meetings and surveys, there is a need to provide additional attention to a resource system for K-12th grade students and parents. Additional attention to help all students achieve and maintain standards of excellence in the curricular and behavioral areas so that each student receives the greatest academic and personal benefit from the learning experience. The Community Family Services Advisor will focus on social and emotional areas; monitor attendance, grades, behavior, assist in parent education trainings, meetings, workshops and make direct referrals for resources/agencies.

RATIONALE: In order to ensure that additional resources and support are available to all K-12th grade students in the Tracy Unified School District, the Community Family Services Advisor will manage, maintain, and create intervention opportunities for a caseload of students in need through weekly meetings with students, communication with parents, teachers, counselors, administrators and other support staff for our TK-12th grade students. This position will provide additional focused attention and support to our English Learners, Foster and Homeless youth, and Low-Income students.

This new job description accurately reflects the essential functions, education, and experience, skills, and qualifications for the position of Community Family Services Advisor. This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Elementary and Secondary School Emergency Relief (ESSER)

RECOMMENDATION: Approve Job Description and Salary for Community Family Services Advisor

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Community Family Services Advisor

DEPARTMENT: Student Services

POSITION SUMMARY: Under the general direction of the Director of Student Services or his/her designee, and under the direct supervision of the Coordinator of Prevention Services the Community Family Services Advisor will develop and implement a resource system for students and parents to achieve and maintain standards of excellence in the curricular and behavioral areas so that each student receives the greatest academic and personal benefit from the learning experience. The Community Family Services Advisor will focus on social and emotional areas; monitor attendance, grades, behavior, assist in parent education trainings, meetings, workshops and make direct referrals for resources/agencies. The Community Family Services Advisor will manage, maintain, and create intervention opportunities for a caseload of students in need through weekly meetings with students, communication with parents, teachers, counselors, administrators and other support staff for our TK-12th grade students.

ESSENTIAL FUNCTIONS:

1. Administers all matters related to students identified as Homeless and/or Foster and/or at-risk, including the following: identification, monitoring, case management, and intervention.
2. Assists families in obtaining access to school programs and resources. Removes obstacles that might prevent a family's participation in the school/programs.
3. Assists families to understand their opportunities and responsibilities that empower them to be advocates for their students.
4. Attends meetings and professional development as needed/required.
5. Communicates routinely with teachers, students, parents, counselors, administrators and other support personnel concerning the deficiencies, challenges, and progress that students demonstrate. This may include home visits.
6. Coordinates a variety of intervention services for students.
7. Encourages parental involvement in the educational programs. Schedules meetings with parents and school staff including home visits with students and/or parents.
8. Participates in special assessments, individual student plans, and other meetings as necessary.
9. Prepares and maintains a variety of data collection for program records including parent evaluations of services, attendance efforts, behavior interventions, academics and home visits. Ensures accurate data collection and submission.
10. Provides information to the community, parents, and students regarding post-secondary options.
11. Provides individual mentoring for students identified as at-risk or performing below grade level by facilitating a variety of personal, organizational, and study skills strategies to enable sustained student improvement.
12. Receives feedback and concerns from parents and follows up with school site, teachers, counselors, administrators, etc. as part of the two-way communication process established to resolve issues in the best interest of the student.
13. Refers students to other public/private community resources as needed.
14. Uses multiple sources of student data to monitor student progress and provide specific support for the student.
15. Works directly with staff to ensure appropriate implementation of program goals.

16. May be called upon to perform other duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

EDUCATION AND EXPERIENCE: Bachelor's Degree required, Marriage Family Therapist (MFT) or Master of Social Work (MSW) preferred, Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT) preferred. Experience in working directly with students in one of the following areas: teaching, counseling, tutoring or educational professional internship. Ability to assess students in need of supports with housing insecurities, foster youth supports, crisis interventions for both the family and/or school level.

SKILLS AND QUALIFICATIONS:

Specific skill-based competencies are required to satisfactorily perform the functions of the job. Skill based competencies include:

1. Proficiency in using a personal computer and common office productivity software and programs for accessing student data/information.
2. Ability to communicate effectively both orally and written.
3. Possess leadership skills necessary to effectively conduct meetings/trainings as a liaison to a variety of district staff, parents, students, and the public in a positive and productive manner.
4. Technical writing skills to prepare reports.
5. Knowledge of district, state, and federal education laws, codes, and regulations.
6. Interpersonal skills to successfully interact with students, parents, teachers, counselors, administrators, community members and the entire stakeholder community.
7. May require knowledge and competency in a second language.
8. Knowledge of adult and family basic education principles and methods.
9. Knowledge of college admissions and record keeping requirements established by the District and external agencies.
10. Principles and practices for dealing with special needs of families from diverse socioeconomic and ethnic backgrounds.
11. Analyze situations effectively and adopt an effective course of action.
12. Ability to establish and maintain cooperative working relationships with various stakeholders.
13. Requires knowledge of community resources available to supplement services provided by the educational system.

PHYSICAL REQUIREMENTS:

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

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoop and/or climb for extended periods of time.
8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 50 pounds at waist height for short distances.

WORK ENVIRONMENT:

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

SALARY: Leadership/Management Salary Schedule (LME), Range 28

DAYS OF SERVICE: 200 Days

Board Approval:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 15, 2021
SUBJECT: Adopt Resolution 20-22, Authorizing the Elimination of Certain Classified Positions Due to Lack of Work or Lack of Funds

BACKGROUND: Pursuant to Education Codes 45117 and 45114, the District administration is making a recommendation that will require the Governing Board of the Tracy Unified School District to eliminate certain classified positions due to lack of work or lack of funds.

RATIONALE: Elimination of certain classified positions are needed due to lack of work or lack of funds.

RECOMMENDATION: Approve Resolution 20-22, Authorizing the Elimination of Certain Classified Positions due to Lack of Work or Lack of Funds.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 20-22**

**RESOLUTION FOR A REDUCTION IN CLASSIFIED STAFF DUE TO
LACK OF WORK/LACK OF FUNDS**

WHEREAS, Education Codes §45117 and §45114, Board Policy and the Collective Bargaining Agreement between the Tracy Unified School District and the California School Employees Association permit the Governing Board to eliminate the number of classified positions due to lack of work or lack of funds:

WHEREAS, the Governing Board of the Tracy Unified School District has determined that it shall be necessary to eliminate the following positions in the District not later than June 30, 2021 due to lack of work or lack of funds:

- a. Eliminate one (1) vacant 4.5 hour/10 month Bus Driver position
- b. Eliminate one (1) vacant 5 hour/10 month Bus Driver position
- c. Eliminate one (1) vacant 8 hour/12 month Bus Driver/Custodian/Grounds position
- d. Eliminate one (1) vacant 8 hour/10 month Security position
- e. Eliminate one (1) vacant 8 hour/12 month Irrigation Specialist position
- f. Eliminate one (1) vacant 8 hour/12 month Maintenance Custodian position
- g. Eliminate one (1) vacant 8 hour/12 month Custodian I position
- h. Eliminate one (1) vacant 8 hour/12 month Plumber/Welder position
- i. Eliminate one (1) vacant 8 hour/12 month Electrician position
- j. Eliminate one (1) vacant 1 hour/10 month School Supervision position
- k. Eliminate one (1) vacant 1.5 hour/10 month School Supervision position
- l. Eliminate one (1) vacant 3 hour/10 month Bilingual Para Educator I position
- m. Eliminate one (1) vacant 4 hour/10 month Special Ed Para position
- n. Eliminate one (1) vacant 6 hour/10 month Special Ed Para position
- o. Eliminate one (1) vacant 6.5 hour/10 month Special Ed Para position
- p. Eliminate one (1) vacant 6.75 hour/10 month IEP Para Educator I position
- q. Eliminate six (6) vacant 6.5 hour/10 month IEP Para Educator I position
- r. Eliminate four (4) vacant 6 hour/10 month IEP Para Educator I position
- s. Eliminate one (1) vacant 3.5 hour/10 month IEP Para Educator I position
- t. Eliminate one (1) vacant 3 hour/10 month IEP Para Educator I position
- u. Eliminate one (1) vacant 7 hour/10 month IEP Para Educator I position
- v. Eliminate one (1) vacant 5 hour/10 month Para Educator I position
- w. Eliminate one (1) vacant 3 hour/10 month Food Service Worker
- x. Eliminate three (3) vacant 2.5 hour/10 month Food Service Worker
- y. Eliminate one (1) vacant 8 hour/10 month Food Service Worker II position
- z. Eliminate one (1) vacant 5 hour/10 month Software Computer Technician

NOW, THEREFORE, BE IT RESOLVED that as of the close of the business day on ~~June 30~~ 2021, the above referenced classified positions shall be eliminated.

BE IT FURTHER RESOLVED, that the Superintendent, or Superintendent's designee, is authorized and directed to give notice to the affected classified employees pursuant to the District rules and regulations and applicable provisions of Education Code not later than sixty (60) days prior to the effective day of layoff as set forth above.

ADOPTED by the Governing Board of Tracy Unified School District on June 22, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attested:

President

Board of Trustees

Tracy Unified School District

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

Clerk

Board of Trustees

Tracy Unified School District