

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 28, 2022

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

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

TIME: 6:45 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 Reinstatements: AR#21-22/#20
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___
 - 3.2.2 Approve Funding for Compensatory Education Services and Advocacy Fee for Student per Confidential Settlement Agreement
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___
 - 3.3 **Human Resources:**
 - 3.3.1 Consider Unpaid Leave of Absence for Certificated Employee #UC-1308, Pursuant to Article XX
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___
 - 3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain___
 - 3.3.2 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA
4. **Adjourn to Open Session**
5. **Call to Order and Pledge of Allegiance**

6. Closed Session Issues:

6a Report Out of Action Taken on Reinstatements: AR#21-22/#20

3.2.1

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6b Report Out of Action Taken on Approve Funding for Compensatory Education

3.2.2 Services and Advocacy Fee for Student per Confidential Settlement Agreement

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

6c Report Out of Action Taken on Consider Unpaid Leave of Absence for

3.3.1 Certificated Employee #UC-1308. Pursuant to Article XX

Action: **Vote:** Yes ___; No ___; Absent ___; Abstain ___

7. Approve Regular Minutes of June 14, 2022

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 COVID 19 Updates

10.2.2 Receive Report on Student Support & Discipline Statistics

10.2.3 Receive Report on State Indicators (Separate Cover Item)

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10.2.4 Receive Report on State Indicators for Tracy Charter (Separate Cover Item)

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

9-13

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	14-15
13.1.3	Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service	16-18
13.2	Educational Services:	
13.2.1	Adopt the District Technology Plan Draft 2022-2027 (Separate Cover Item)	19-20
13.2.2	Approve Agreement for Contract Services between TUSD and Hatching Results for the 2022-2023 School Year	21-27
13.2.3	Approve Agreement for Special Contract Services with Improve Your Tomorrow (IYT) College Academy for Earl E. Williams Middle School and West High School Students and Parents for the 2022-2023 School Year (Separate Cover Item)	28
13.2.4	Approve Agreement for Special Contract Services with Bootstrap to Provide Professional Development to Support STEM Implementation	29-33
13.2.5	Approve Support Services for School Administrator Coaching	34-35
13.2.6	Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Central School during the 2022-2023 School Year	36-39
13.2.7	Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School	40-43
13.2.8	Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site license in ELA, Math, Science, and Social Studies for the 2022-2023 School Year	44-51
13.2.9	Approve Agreement for Buy Back and ERW Presenter Keri Greener (Solution Tree) to Present to the KES Staff on August 5, September 14, and October 12, 2022	52-58
13.2.10	Approve Agreement for Contract Services between Faith In Action Community Education Services and Kimball High School for the 2022-2023 School Year	59-62
13.2.11	Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2022-2023 School Year	63-66
13.2.12	Approve Overnight Travel for Kimball High School Yearbook Design Students to Attend the UOP Yearbook Camp in Stockton, CA July 19-21, 2022	67
13.2.13	Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2022-2023 School Year	68-71
13.2.14	Approve Agreement for Special Contract Services between MobyMax Education, LLC and Monte Vista Middle School to Provide License Renewal for the MobyMax Virtual Intervention Program for the 2022-2023 School Year	72-75
13.2.15	Approve Agreement for Special Contract Services between Nearpod, Inc. and Monte Vista Middle School for the 2022-2023 School Year	76-80

13.2.16	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 2022-2023 School Year	81-86
13.2.17	Approve Agreement for Contract Services between Boys & Girls Club of Tracy and North School for the 2022-2023 School Year	87-90
13.2.18	Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and North School for the 2022-2023 School Year	91-94
13.2.19	Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject 9-12th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year	95-100
13.2.20	Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject K – 8th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year	101-106
13.2.21	Approve Master Contract for Nonpublic Agency (NPA) 360 Degree Customer, Inc. for Speech, and Language Pathologists (SLP), Speech and Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 School Year (Separate Cover Item)	107
13.2.22	Approve Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) services with Anova Center for Education for the 2022-2023 School Year (Separate Cover Item)	108
13.2.23	Approve Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2022-2023 School Year (Separate Cover Item)	109
13.2.24	Approve Master Contract (MC) for Creative Alternatives, NPS for the 2022-2023 School Year (Separate Cover Item)	110
13.2.25	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center for 2022-2023 (Separate Cover Item)	111
13.2.26	Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education for 2022-2023 School Year (Separate Cover Item)	112
13.2.27	Approve Master Contract (MC) for Non-Public School, River Bend, for the 2022-2023 School Year (Separate Cover Item)	113
13.2.28	Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2022-2023 School Year (Separate Cover Item)	114
13.2.29	Approve Master Contract (MC) for Nonpublic Agency (NPA) Speech Path Group (SPG) for Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 School Year (Separate Cover Item)	115
13.2.30	Approve Master Contract for Stockton Educational Center (SEC) Non-Public School (NPS) for the 2022-2023 School Year (Separate Cover Item)	116

13.2.31	Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways for 2022-2023 (Separate Cover Item)	117
13.2.32	Approve Master Contract (MC) with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2022-2023 School Year (Separate Cover Item)	118
13.2.33	Approve Master Contract (MC) for Non-Public School, Victor RTC/North Valley, for the 2022-2023 School Year (Separate Cover Item) (Separate Cover Item)	119
13.2.34	Ratify Master Contract (MC) Dr. Jovan Jacobs, Consultant for April 1, 2022 through June 30, 2023 (Separate Cover Item)	120
13.2.35	Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for 2022-2023	121-125
13.2.36	Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy to provide services to Villalovoz Elementary School for the 2022-2023 School Year	126-129
13.2.37	Approve Agreement for Special Contract Services with World of Wonders (W.O.W.) to provide STEM In-House Field Study Trips to Villalovoz students for the 2022-2023 School Year	130-133
13.2.38	Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School and Williams Middle School for the 2022-2023 School Year	134-137
13.2.39	Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2022-23 School Year	138-141
13.2.40	Approve Specialized Grant Funding for the 2022-2023 Agriculture Incentive Grant for West High School	142-148
13.2.41	Approve Agreement for Contract Services between Imagine Learning, and Williams Middle School to Provide License Imagine Learning MyPath Reading and Math site license for the 2022-2023 School Year	149-152
13.2.42	Approve Service Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) to provide training for Parents at Williams Middle School for the 2022-2023 School Year	153-156
13.2.43	Approve Purchase for Houghton Mifflin Harcourt for Williams Middle School to provide renewal student licenses for Williams Middle School for the 2022-2023 School Year	157-160
13.2.44	Approve Purchase for Scholastic Magazines for Williams Middle School to provide supplemental resources for Math, Science and ELA/ELD for the 2022-2023 School Year	161-162
13.2.45	Approve Purchase for SCUTA for Williams Middle School to Provide License for the 2022-2023 School Year	163-164
13.2.46	Approve Travel for two Art Freiler School Administrators and three Art Freiler School Teachers for AVID Summer Institute in San Francisco, California on July 18-20, 2022	165
13.2.47	Approve Agreement for Contract Services between Imagine Learning Inc., and North School to Provide License for MyPath Reading and Math Site License for the 2022/2023 School Year	166-170

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	171-172
13.3.2	Approve Classified, Certificated, and/or Management Employment	173-175
13.3.3	Approve a Variable Term Waiver for Special Education Teacher - Added Authorization in Special Education (AASE); Autism Spectrum	176-177
13.3.4	Approve School Psychology and School Counselor Unpaid Fieldwork Agreement with CSU East Bay	178-185
13.3.5	Approve a Declaration for Provisional Internship Permits	186-187
13.3.6	Approve Variable Term Waivers for Multiple Subject Teacher(s)	188-189
13.3.7	Approve Employment of 2022 Summer School Staff	190-191

- 14. Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

14.1.1	Adopt the 2022-23 Annual School District Budget (Separate Cover Item)	192-194
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.1.2	Consider Claim No. 606806	195
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.1.3	Adopt Resolution No. 21-23 Committed Fund Balance	196-198
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.1.4	Adopt Resolution #21-22 Authorizing and Defining Names to Sign Orders on School District Funds	199-203
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	

14.2 Educational Services:

14.2.1	Approve the Local Control Accountability Plan (LCAP) (Separate Cover Item)	204-205
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.2	Approve the Local Control Accountability Plan (LCAP) for Tracy Charter (Separate Cover Item)	206-207
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.3	Approve Adoption of Instructional Materials	208-209
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.4	Adopt Revised TITLE IX Board Policies & Administrative Regulations as Final (Separate Cover Item)	210
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.5	Approve updated Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting (Second Reading) (Separate Cover Item)	211
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.6	Adopt Tracy Charter School Student Handbook for the 2022-23 School Year (Separate Cover Item)	212
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.7	Adopt Tracy Charter School Master Agreement for the 2022-2023 School Year	213-216
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 9, 2022
 - 17.2** August 23, 2022
 - 17.3** September 13, 2022
 - 17.4** September 27, 2022
- 18. Upcoming Events:**

18.1 August 8, 2022	First Day of School 2022-2023
18.2 September 5, 2022	No School, Labor Day

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 14, 2022**

- 6:15 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Absent: A. Blanco
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:00 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Findings of Fact: #21-22/#115, #21-22/#116, #21-22/#117, #21-22/#118, #21-22/#121, #21-22/#122
3.2.1
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
6b Report Out of Action Taken on Reinstatements: AR#21-22/#11, AR#21-22/#12, AR#21-22/#13, AR#21-22/#14, AR#21-22/#15, AR#21-22/#16, AR#21-22/#17, AR#21-22/#18, AR#21-22/#19
3.2.2
Action: **Vote:** Yes-5; No-0; Absent-2(Blanco, Souza)
6c Report Out of Action Taken on Approve Leave of Absence Request
3.3.1 for Certificated Employee #UC 1307 Pursuant to Article XX
Action: **Vote:** Yes-6; No-0; Absent-1(Blanco)
- Minutes:** 7. **Approve Regular Minutes of May 24, 2022.**
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- Audience:** B. Brownne, M. Petty, J. Kassel, E. Quintana, T. Salinas, C. Munger, D. Ensor, Z. Boswell, B. Wallace, S. Theall
- Student Rep Reports:** 8. None.
- Recognition & Presentations:** 9.1 None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:**
10.1.1 Receive Report on the 2022-2023 Annual School District Budget
Associate Superintendent of Business Services, Dr. Rob Pecot, presented a power point on the budget. The May revise looked excellent. None of it is law yet, so we cannot put that into the budget at this time. This budget will see deficit spending because the state has not passed legislation so far. Once the laws have passed then we will do a budget revise. On July 1st the new law is to have only 10% of non-committed money. You can go over that percentage amount if you do a

resolution and identify what that money will go towards. This budget will be changing in the next 30 days.

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

Director of Curriculum & Accountability, Dr. Zachary Boswell

Presented a power point on the status of COVID. The numbers continue to rise. There are now 37.6 per 100,000 cases in San Joaquin County and 41.1 per 100,000 for the state. Summer testing will only be at the Tracy Charter location, Mondays through Fridays, from 8:00 – 5:00 pm.

Trustee Souza left the meeting at 7:10 p.m.

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

10.2.2 Receive Report on Instructional Materials Adoption

Program Administrator, Jennifer Kassel presented a power point on behalf of Dr. Schneider. This is on AP Government. The committee analyzed the materials and piloted 2 of them. They are recommending the BFW: American Government for the AP course. They felt it is relevant and had fresh alignment. This has been up for public review. At the next board meeting it will be up for approval and then will be used in the 2022.23 school year.

10.2.3 Receive Report on Item 12.2.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)

Director of Continuous Improvement, Tania Salinas, presented a power point. She gave an overview of the 2022.23 LCAP for the district. This presentation is on year 2 of the 3-year LCAP. This will come up for approval at the next board meeting. She reviewed the academic goal and the safety goal. She reviewed the highlights including Social Emotional Learning & Mental Health Services, Multi-Tiered System of Support and Increased A-G completion rate to prepare for college. She also talked about goal 1 and 2 action updates. She showed the updated metrics since we achieved the goal. The budget overview for parents showed the revenue sources projected and how it breaks down. In 2021-022 we had budgeted to spend \$28,646.275, but we actually spent \$21,254,281. This will have a public hearing later on this agenda, we have posted a draft on our website for public comment and will bring it back to the board for approval on June 28th.

10.2.4 Receive Report on Item 12.2.2 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS)

Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point on the LCAP for the Tracy Independent Study Charter School. Since this is a dependent charter, we following similar as

TUSD. This year they went through a WASC accreditation process. They are focusing on 5 roles. He then reviewed actions under Goal 1 and 2 and the metrics which are similar to Tracy Unified. This will have a public hearing later on this agenda, we have posted a draft on our website for public comment and will bring it back to the board for approval on June 28th.

Hearing of Delegations

11. None.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2022-23 School District Budget (Separate Cover Item)
Opened public hearing at 7:36 p.m.
No comments were made.
Closed public hearing at 7:37 p.m.

12.2 Educational Services:

12.2.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) (Separate Cover Item)
Opened public hearing at 7:37 p.m.
No comments were made.
Closed public hearing at 7:38 p.m.

12.2.2 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS) (Separate Cover Item)
Opened public hearing at 7:38 p.m.
No comments were made.
Closed public hearing at 7:39 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: Pull #13.3.3 and approve all others except items #13.2.6, #13.2.12 and #13.2.14. Abercrombie, Erskine.

Vote: Yes-6; No-0; Absent-1(Blanco)

Action: On #13.2.6 Abercrombie, Souza.

Vote: Yes-5; No-1(Hoffert); Absent-1(Blanco)

Action: On #13.2.12. Abercrombie, Kaur.

Vote: Yes-5; No-0; Absent-1(Blanco); Abstain-1(Souza)

Action: On #13.2.14. Abercrombie, Souza.

Vote: Yes-6; No-0; Absent-1(Blanco)

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
- 13.2 Educational Services:**
- 13.2.1** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2022-2023 (Separate Cover Item)
- 13.2.2** 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, William's Middle School and Monte Vista Middle School Parents and Students for the 2022-2023 School Year (Separate Cover Item)
- 13.2.3** Approve Agreement for Contract Services with A Plus Academic Center in-person and virtual tutoring services for students experiencing housing insecurity and in the foster care system during the 2022-2023 School Year
- 13.2.4** Approve Agreement for Contract Services between Axis Community Health and Bohn Elementary, Poet-Christian School, and Monte Vista Middle School for the 2022-2023 School Year
- 13.2.5** Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin County Public Health for the 2022-2023 School Year
- 13.2.6** Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2022-2023 School Year
- 13.2.7** Approve Agreement for Special Contract Services with Chest of Hope for the 2022-2023 School Year
- 13.2.8** Approve Agreement for Contract Services between Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High for the 2022-2023 School Year
- 13.2.9** Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2022-2023 School Year
- 13.2.10** Approve Agreement for Contract Services between Community Medical Center and Duncan-Russel/Stein Continuation High and TISCS, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2022-23 School Year
- 13.2.11** Approve Agreement for Contract Services between Faith in Action Education Services (FACES) and Prevention Services Department for the 2022-2023 School Year
- 13.2.12** Approve Agreement for Special Contract Services with Parents By Choice of Stockton for the 2022-2023 School Year
- 13.2.13** Approve Agreement for Contract Services between Sow A Seed to provide Group Counseling for Stein/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School for the 2022-23 School Year
- 13.2.14** Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District 6-8 grade schools: Williams, Monte Vista, Freiler, North, Poet, and Kelly Schools, for the 2022-2023 School Year

- 13.2.15 Approve Agreement for Contract Services with Sow A Seed to provide Anger Management classes to students during the 2022-2023 School Year
- 13.2.16 Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High for the 2022-2023 School Year
- 13.2.17 Approve Agreement for Special Contract Services with Valley Community Counseling to provide mental health services to Central Elementary, Freiler School, Kelly School, North School, Villalovoz Elementary and West High for the 2022-23 School Year
- 13.2.18 Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School Physical Education Teachers for the 2022-2023 School Year
- 13.2.19 Approve Agreement for Contract Services between Professional Development & Curriculum with Stanislaus State in support of Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 6-12
- 13.2.20 Approve Agreement for Special Contract Services with the County Office of Education for Professional Development for 6th-12th Grade Mathematics Teachers on August 4, 2022
- 13.2.21 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2022-2023 School Year
- 13.2.22 Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2022-2023 School Year
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve a Variable Term Waiver for Administrative Services
- Pulled**
- 13.3.4 Approve Paid Student Internship with CalState TEACH
- 13.3.5 Approve Student Teaching Agreement with CalState TEACH Program
- 13.3.6 Approve Paid Student Internship and Clear Candidate Agreement with Santa Clara Office of Education
- 13.3.7 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers
- 13.3.8 Approve Employment of 2022 Summer School Staff

Action Items:

- 14.1 **Administrative & Business Services:** None.
- 14.2 **Educational Services:**
- 14.2.1 Adopt New and Revised TITLE IX Board Policies and Administrative Regulations as attached (Second Reading) (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- 14.2.2 Adopt TUSD Athletic Handbook for the 2022-2023 School Year (Separate Cover Item)
Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- 14.2.3 Adopt TUSD K-8 and High School Student Handbooks for the 2022-2023 School Year (Separate Cover Item)

Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
14.2.4 Approve the Annual District Title III Plan for the 2022-2023 School Year
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
14.2.5 Approve Adoption of Instructional Materials
Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Blanco)
14.2.6 Approve updated Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting (First Reading) (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)

14.3 Human Resources: None.

Board Reports: Trustee Souza commented that graduations went well. She attended the ceremonies for Tracy High, Adult School and Stein High. Everyone did a great job. Trustee Kaur passed. Trustee Abercrombie passed. Trustee Erskine passed. Trustee Hoffert thanked everyone for coming. Trustee Alexander commented that the graduations went well and the Juneteenth celebration went well and is getting larger every year.

Superintendent Report: Dr. Stephens thanked all of the staff who got the summer programs off to a good start. His first year there were 3 classes and now we have over 900 students. It's taken a lot of effort and planning and he acknowledged and thanked everyone.

Adjourn: 7:47 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
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. Local Educational Agencies (LEAs) are 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 8, 2022
SUBJECT: Receive Report on State Indicators for Tracy Charter

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. Local Educational Agencies (LEAs) are 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: Tracy Charter must report to its Governing Board annually on the Local Indicators, this report will provide an update on the Tracy Charter'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 Tracy Charter's Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; Tracy Charter's 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 Tracy Charter's 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 Tracy Charter.

Prepared by: Zachary Boswell, Ed. D. Director of Curriculum and Accountability.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 15, 2022
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 28, 2022
SUMMARY OF SERVICES**

A. 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: \$49.75/hr. for LNV 1, \$54.00/hr. for LVN 2, \$59.00/hr for RN, \$76.00/hr. for RN/BSN (Credentialed School Nurse. Not to exceed \$950,000.00.
Project Funding: Health Services

B. Vendor: Dannis Woliver Kelley, Attorneys at Law
Sites: Tracy Unified School District
Item: Agreement for Professional Services – Two Year Agreement (expires 6/30/24)
Services: Legal services related to general education law advice and representation; including collective bargaining, litigation, property, and facilities related matters.
Cost: Rates range from \$130.00/hr. to \$450.00/hr. dependent upon the level of qualification of the individual attorney and the nature of the legal services provided.
Project Funding: General Fund/Risk Management

C. Vendor: School Services of California, Inc.
Sites: Tracy Unified School District
Item: Agreement for Special Services
Services: The Business Services division has contracted for many years with School Services of California. Their services are critical to budget development and implementation. In addition, their information services provide guidance on fiscal legislation, new mandates, and information relating to the local mandate reimbursement process.
Cost: \$4,260.00
Project Funding: General Fund

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

E.	Vendor:	Transfinder
	Sites:	Transportation Department
	Item:	Software License & Hosting Agreement – Three Year Agreement (expires 4/10/23)
	Services:	Transfinder is a bus routing software system which includes a scheduling system, route analysis, cost calculations, and satellite imagery.
	Cost:	\$14,200.00
	Project Funding:	General Fund/Transportation
<hr/>		
F.	Vendor:	Assad Insurance Agency, Inc.
	Sites:	Tracy Unified School District
	Item:	Property and Liability Insurance Renewal for the 22/23 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 real property appraisals.
	Cost:	\$1,334,395.00
	Project Funding:	General Fund/Risk Management
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G.	Vendor:	Tracy Tank Town Lions
	Sites:	West High School
	Item:	ASB Concession Stand Contract
	Services:	The Tank Town Lions (TTL) will use the West High School concession stand facility during the high school football season. The WHS ASB will supply the refrigeration, ice machine, soft drink dispenser, and cleaning products. TTL will provide the WHS ASB with a sum equal 60% of the net proceeds.
	Cost:	NA
	Project Funding:	NA
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H.	Vendor:	Tracy Crime Stoppers
	Sites:	District-wide
	Item:	Memorandum of Understanding
	Services:	Tracy Crime Stoppers has implemented the Students Speaking Out tip line which provides students with a way to anonymously report crime and dangerous activities taking place in our schools by way of phone, text, or web tip. In turn, TUSD agrees to advertise the program to school personnel, post information on our websites and to display and distribute flyers and posters.
	Cost:	No cost to the District.
	Project Funding:	N/A
<hr/>		

I. Vendor: Bagley Enterprises
Sites: District Service Center
Item: Contract
Services: Underground storage tank monitoring and compliance; repair of tanks, pumps, and alarm systems as needed.
Cost: Not to exceed \$20,000.00
Project Funding: General Fund/Transportation

J. Vendor: Schindler Elevator Corporation
Sites: District-wide
Item: Service Agreement
Services: Maintenance agreement, repairs, and emergency communication monitoring for nine (9) district passenger elevators located at various school sites.
Cost: \$32,000.00
Project Funding: General Fund

K. Vendor: Hankin Specialty Elevator
Sites: District-wide
Item: Service Agreement
Services: Maintenance and services of Districts thirteen wheelchair lifts, to include state inspections and repairs when applicable.
Cost: < \$11,500.00
Project Funding: General Fund/Environmental Compliance

L. 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

M. Vendor: Kimball High Athletic Booster Club
Sites: Kimball High School
Item: ASB Concession Stand Contract
Services: The Kimball High Athletic Booster Club will use the Kimball High School concession stand facility during the high school football season. The KHS ASB will supply the cleaning products, outdoor mobile grill, refrigeration, ice machine, freezer, and electrical outlets in working order. The Kimball High Athletic Booster Club will provide the KHS ASB with a sum equal to 70% of the net proceeds.
Cost: N/A
Project Funding: N/A

N.	Vendor:	ArbiterSports, LLC
	Sites:	Kimball High School, West High School, and Tracy High School
	Item:	Registration Subscription Order – Three Year Agreement (expires 1/31/25)
	Services:	Sport registration software designed to ensure students provide the required emergency and safety documents and to track and maintain athletic eligibility. A mobile application is included which provides access to emergency information, the ability to track attendance, and to send notifications to parents.
	Cost:	\$15,495.00
	Project Funding:	General Fund/Student Services



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 3, 2022
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 High School:

1. Tracy Unified School District/Tracy High School: From the Butch Gonzales Scholarship account, in care of Starr Danielle Gonzalez, \$500.00 (ck. #0093703913). This donation is a contribution to the Butch Gonzalez Scholarship for the 2022-2023 school year.

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

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

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

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: June 20, 2022
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 no 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 June 30, 2022

ITEM	ESTIMATED QUANTITY
Monitors (HP KVM w/keyboard)	56
Computers	1226
Document Cameras	43
Camera	1
Cisco Cameras	78
TV	1
Projectors	16
Smart Board	1
Monitors	26
Keyboards	72



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2022
SUBJECT: Adopt the District Technology Plan Draft 2022-2027

BACKGROUND: The District's Technology Plan duration is for five years, from July 1, 2022 to June 30, 2027. It is aligned with Districts Goals, the District Strategic Plan, Individual School Site Plans, and continues the expansion and foresight of the current Technology Plan Vision. The TUSD Technology Plan is be used for curriculum planning, training, support, and implementation.

The plan was carefully drafted by the district Technology Committee composed of the Associate Superintendent of Educational Services, Director of ISET, Coordinator of ISET, Educational Services Directors, selected Principals and Assistant Principals of various school sites, and Professional Learning Teachers on Special Assignment. After the initial reading of the draft, this plan will be posted on our website for staff and public comment for purposes of transparency.

The technology plan details the vision of how technology supports teaching and learning goals, equity in access for students and staff, methodologies for professional development opportunities, and infrastructure refresh and upgrades to provide a safe and secure technological 1:1 learning environment.

Included in the plan is a budgetary perspective that incorporates innovations on new software platforms, cloud service migrations, hardware and infrastructure updates, e-rate supported network connectivity and equipment, student and staff device refresh in a phased-in approach and classroom technology upgrades.

The plan's budgetary projection likewise includes incremental changes in salary and benefits brought about by the increased number of ISET Technicians to support a 1:1 environment. Laptops are placed on a 4-year life cycle end-of-life (EOL) refresh program both for students and staff while network datacenter hardware are placed on a 6-year EOL life cycle upgrade. The draft plan projects acquiring a Learning Management System, additional licenses and services for network security along with cloud migration of existing on-premise services.

RATIONALE: It is important to provide updates to the Board of Education regarding technology in the District. This agenda item is a report regarding planned updates to the District's Technology Plan.

FUNDING: No cost.

RECOMMENDATION: Adopt the District Technology Plan Draft 2022-2027.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 10, 2022
SUBJECT: Approve Agreement for Contract Services between TUSD and Hatching Results for the 2022-2023 School Year

BACKGROUND: Hatching Results® provides an extensive variety of professional services designed to improve school counseling programs. Utilizing evidence-based practice models, Hatching Results brings leadership, training and consultation to school counselors, administrators, and school district leaders seeking to improve their comprehensive school counseling programs. With the goal of improving efficiency and effectiveness, we use data to drive decision-making and evaluate the impact of programs and services to improve outcomes for all K-12 students.

Led by President and CEO Trish Hatch, Ph.D., Hatching Results provides comprehensive district training, onsite and virtual professional learning, evaluation, online courses, and regional cohort academies. Over the last 20 years, Dr. Hatch has successfully trained thousands of school counselors and administrators in hundreds of school districts from virtually every state in designing, implementing, evaluating, and improving school counseling programs.

RATIONALE: In order to continue developing a high quality of school counseling programs and services to students and families, ongoing quality professional development is a key component for improvement. The professional learning series and supports provided by Hatching Results will provide the following training to the Tracy Unified School Counseling Teams for the 2022-23 school year.

Professional Learning Outcomes:

Develop a full implementation of a school counseling program aligned with the ASCA National Model, a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices. The training will focus on creating measurable objectives, determining intervention strategies, and clearly defining measurable outcomes together.

- Service students and families more proactively and efficiently through a multi-tiered system of supports
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust school counseling curriculum that aligns with state and national standards and student competencies

- Experience greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Witness more legitimacy and understanding of the role of school counselors through the evaluation of outcomes and shared school counseling program results

This aligns with LCAP Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports. Goal #2: Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: This contract service agreement will be paid \$95,500.00, funded through the A-G Improvement Grant funds.

RECOMMENDATION: Approve Agreement for Contract Services between TUSD and Hatching Results for the 2022-2023 School Year.

PREPARED BY: Julianna Stocking, Associate Superintendent of Educational 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 Hatching Results, 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 8 days of professional learning to 27 school counselors, including virtual coaching, a program assessment audit, training materials, and road to RAMP certification services.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of ⁸ _____ () [] HOURS [X] DAYS, under the terms of this agreement at the following location 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 \$ 95,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 95,500.00. 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 \$ 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 July 1, 2022, and shall terminate on June 30, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 _____ days' written notice of termination delivered by certified mail, return receipt requested.

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

HATCHING RESULTS® PROPOSAL FOR SERVICES 2022-2023

TRACY UNIFIED SCHOOL DISTRICT, CA



Prepared By: Dr. Danielle Duarte, Chief of Staff and Lisa De Gregorio, Executive Director
May 26, 2022

Thank you for your continued interest in Hatching Results and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results is the **premier organization** for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of supports, the use of data to drive and evaluate the counseling program, conducting root-cause analysis, the delivery of evidence-based, tiered interventions, and establishing effective district-wide systems and leadership practices. Learn more about our team of Professional Learning Specialists **here**.

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the **ASCA National Model**, a **Multi-Tiered, Multi-Domain System of Supports**, the use of data, and evidenced-based practices takes a minimum of three years. Our evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. We will continue to create measurable objectives, determine intervention strategies, and clearly define measurable outcomes together.

By the end of the professional learning series, participants will be able to:

- Service students and families more **proactively and efficiently** through a multi-tiered system of supports
- Utilize more specific **data** to drive their program, curriculum, and interventions
- Build a **robust school counseling curriculum** that aligns with state and national standards and student competencies
- Experience greater **consistency and equity** in access between and among schools within the district in what students receive from the school counseling program
- Witness more **legitimacy** and understanding of the role of school counselors through the **evaluation of outcomes** and shared **school counseling program results**

Service Plan Proposal

The service proposal for the next academic year that follows has been drafted based on our understanding about desired objectives and our recommendations for continuation. It can be modified to meet the challenges of these uncertain times or budget parameters. Fees are related to the level of direct services provided by Hatching Results, the number of participants, and level of data analysis and reporting. Our solutions can be funded through ESSER to help your district maintain a high-quality learning environment to mitigate learning loss as a result of COVID-19. Learn more about what's available for TK-12 schools **HERE**.

Service Plan Costs

Based on approximately 27 school counselors and related specialists in attendance, the pricing structure is unique to your district and the scope of work indicated. School administrators are strongly encouraged to attend—we will collaborate with you to determine how best to include them in this service plan. Costs are inclusive of travel costs where applicable, time for preparation, planning, and delivery of services by **two Professional Learning Specialists** as well as online access to training materials and resources. For scheduling, please plan for a full day of direct service wherever possible. For instance, if you begin the day with a PD session, schedule a consultation in the afternoon so that your training team is available to you for that day. **NOTE: Pricing is subject to change. This proposal is valid for 60 days from this date.**

PROPOSED SERVICE PLAN SY22-23

Professional Learning (PL)	<p><u>4 days of In-Person Professional Learning</u></p> <p><u>4 Virtual Sessions of Professional Learning</u> (3 hours each)</p> <p><u>Two</u> PL Specialists/Coaches will provide interactive professional learning to all K-12 school counselors, administrators, and other critical partners.</p> <p>Collaborative preparation meetings for agenda development, "toolkit" slide presentations, "action period" activities, evaluation report, and debrief with the district leadership team are included.</p>
Program Assessment & Audit	<p><u>Year 1 Baseline Qualtrics Survey</u> (see <u>sample</u>) to be distributed to all school counselor and administrator participants with an overall report of trends and patterns. Designed to address the organizational, institutional, and political challenges along with current beliefs and behaviors of school counselors and administrators.</p>
Road to RAMP Services	<p><u>1 In-Person RAMP Professional Learning Session with one RAMP Coach</u> including One day of PL/Consultation with one RAMP Coach based on what the team needs - training on specific RAMP sections, supported planning time, in-person application feedback, etc.</p> <p><u>4 Hours of Virtual RAMP Coaching Sessions</u> with one RAMP coach to support completion of RAMP application.</p> <p><u>Review of 2 RAMP Applications</u> - review of the entire application by a RAMP Coach with feedback on all components based on the RAMP Rubric.</p>
Materials & Tools	<p><u>27 copies</u> of <u>The Use of Data in School Counseling 2e</u></p> <p><u>School Counseling Program Handbook</u> template with co-constructed development and support (sample <u>table of contents</u>).</p>
<p>Cost: \$95,500</p>	

The professional learning service plan proposed here can be further customized to meet your needs and budget simply by increasing/decreasing the amount of professional learning and consultation provided or adding other services. View the [Overview of Services Guide](#) [here](#) and the [Overview of RAMP Support Services](#) [here](#).

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your schools. If you have questions on this proposal or wish to proceed with discussing a contract, contact Lisa De Gregorio, Executive Director of Engagement Services, at your convenience at office@hatchingresults.com or (707) 497-4395. To further discuss a service plan, please contact the Lead Professional Learning Specialist or Whitney Triplett, Executive Director of Professional Learning, at whitney@hatchingresults.com.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Assoc Superintendent of Ed Services
DATE: June 6, 2022
SUBJECT: Approve Agreement for Special Contract Services with Improve Your Tomorrow (IYT) College Academy for Earl E. Williams Middle School and West High School Students and Parents for the 2022-2023 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 student success in school. 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. With the support of Improve Your Tomorrow (IYT) mentors on campus, students will be better engaged in school, have increased promotion and graduation rates, have less discipline concerns, better attendance, more likely to consider college, and will receive targeted academic support services tailored to their individual need, with their full-time and on campus IYT mentor.

RATIONALE: Improve Your Tomorrow will provide mentorship support to 50 upcoming 8th graders at Earle E. Williams Middle School and 100 high school students at West High School for the 2022-2023 school year. 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 Improve Your Tomorrow (IYT) for one school year is not to exceed \$270,000.00 and will be paid out of Title 1 dollars.

RECOMMENDATION: Approve Agreement for Special Contract Services with Improve Your Tomorrow (IYT) College Academy for Earl E. Williams Middle School and West High School Students and Parents for the 2022-2023 School Year.

Prepared by: Dr. Mary Petty, Director of Student Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Bootstrap 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. In a previous contract, Bootstrap has supported the development of computer science in the secondary math PreK-12 STEM units. STEM implementation necessitates expert content support from Bootstrap in a variety of areas that address the needs of teacher-leaders, teachers, and students:

- Computer Science professional learning to support STEM unit lessons taught in the fall semester.
- Technical online support for STEM unit implementation and reflection

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

- Knowledgeable teachers who understand computer science standards and how to effectively teach them.
- Online support that teachers implementing the PreK-12 STEM units can access.

Bootstrap will provide professional learning for secondary PreK-12 STEM units to support the teaching and learning of computer science standards. Bootstrap will provide a recording of each training for use by TUSD teachers. Bootstrap will provide lifetime access to software that will be used in the teaching and learning of STEM units. Bootstrap will provide lifetime access to online support for each training participant

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 Bootstrap professional learning support services is not to exceed \$15,000 and will be paid by EIR Grant Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Bootstrap to Provide Professional Development to Support STEM Implementation.

Prepared by: Dean Reese, Director of PreK-12 STEM and Local Assessment.

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 Bootstrap, 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: Bootstrap will provide computer science professional learning to directly support the teaching of STEM units for math courses in grades 6-12. Bootstrap will provide a recording of each training for use by TUSD teachers. Bootstrap will provide lifetime access to software that will be used in the teaching and learning of the STEM unit. Bootstrap will provide lifetime access to online support for each training participant.

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 12 () [] 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 \$15,000. 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 \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on June 1, 2022, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dean Reese, at (209) 830.3275 x1502 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: June 7, 2022
SUBJECT: Approve Support Services for School Administrator Coaching

BACKGROUND: The Tracy Unified School District has experienced an increased number of new school administrators over the last few years, due to the impacts of retirements and natural attrition. In the 2020-21 school year, TUSD on boarded 13 new school administrators. With the high demands of school leadership, Tracy Unified recognized that new and/or developing administrators would greatly benefit from additional assistance in decision making coaching and organizational management skill development to lead schools effectively.

RATIONALE: Tracy Unified School District will provide coaching services to new and/or developing school principals to provide ongoing support throughout the 2022-23 school year. Each identified school principal will be assigned a retired school administrator coach who comes with a vast level of experience and expertise in school leadership.

This contract includes a total of up to 50 hours of coaching (1 hour week) for each administrator, both on site and virtual aimed at improving decision making and organizational management skills.

The coaching support includes up to 50 hours of coaching (1 hour per week) for each of the 11 identified school principals for on-site, job-embedded coaching. This support includes, but is not limited to:

- Supporting the development of skills to navigate and facilitate crucial conversations with educational partners
- Supporting the development and implementation of school organizational processes
- Supporting access and utilization of school personnel and district/county partner resources to develop leadership skills in curriculum, crucial conversations, organizational management
- Leadership coaching to build the capacity of the site leadership team in implementing structures and processes effectively at the individual school site

This agenda 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 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 coaching is \$ 44,000.00 and will be paid by the Title II funds.

RECOMMENDATION: Approve Support Services for School Administrator Coaching.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 3, 2022
SUBJECT: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Central School during the 2022-2023 School Year

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

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

FUNDING: The total cost, not to exceed \$2,000, will be paid from Site Title I Categorical Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at Central Elementary School for the 2022 - 2023 School Year.

Prepared by: Nancy Morgan Link, Principal, Central 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 Boys and Girls Club of Tracy, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide activities, tutoring, reading and mentoring programs for all students. Supplies for these programs are also needed.

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

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

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

- a. District shall pay \$ 2,000 per | **HOUR** | | **DAY** | ☒ | **FLAT RATE**, not to exceed a total of \$ 2,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ | **SHALL** | ☒ | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a | ☒ | **MONTHLY PROGRESS BASIS** | ☐ | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 1, 2022, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

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7. Contractor shall contact the District's designee, Nancy Morgan Link, at () 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:

Kelly Whit CEO
Contractor Signature Title

68-0028682
IRS Identification Number

Chief Executive Officer
Title

753 West 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: June 2, 2022
SUBJECT: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School

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

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

FUNDING: Total cost is \$48,829. Funding will be provided by Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School.

Prepared by: Stephen Theall, Art Freiler 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 Sow A Seed Community Foundation, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum. Services will be provided to Art Freiler School during the 2022-2023 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 10 mos./ 35 weeks () [] HOURS [] DAYS, under the terms of this agreement at the following location Art Freiler School.

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

- a. District shall pay \$48,829 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$48,829. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 8, 2022, 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, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

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: Brittani Ryan, Principal, George Kelly Elementary
DATE: June 8, 2022
SUBJECT: Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site license in ELA, Math, Science, and Social Studies for the 2022-2023 School Year

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

RATIONALE: School wide assessment data, FastBridge assessments, and teacher feedback, including feedback for our site leadership team has indicated the need to provide tier 2 and 3 supports for students to address the learning loss from the 2021-2022 school year. In between FastBridge assessment windows, we will utilize IXL based on student needs to track progress and record growth.

FUNDING: The cost, not to exceed \$17,939.00, will be paid from George Kelly's ELOG allocation.

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site license in ELA, Math, Science, and Social Studies for the 2022-2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and IXL Learning 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: IXL is a digital learning platform that is tailored to each student's specific subjectm topic, and curriculum needs. The curriculum- based program includes a real-time disgonostic, actionable analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. The program is fully aligned with California Common Core State standards.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 335 () [] HOURS [X] DAYS, under the terms of this agreement at the following location George Kelly Elementary School.

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

- a. District shall pay \$ 17,939.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 17,939.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 8/1/2022, and shall terminate on 7/1/2023.

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, Brittani Ryan, 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
94-3321802

IRS Identification Number
CEO

Title
777 Mariners Island Blvd., Suite 600

Address
San Mateo, CA 94404

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



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

RENEWAL QUOTE

QUOTE # 3545520-2022-003-2
DATE: MAY 23, 2022

TO:

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

COMMENTS OR SPECIAL INSTRUCTIONS

Due to the credit on this quote, the total price we only remain valid if the sales agreement or PO is received and processed by the valid until date.

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Jared Mumley	A22-3545520	August 1, 2022 – July 1, 2023	June 30, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades K-8: 975 students) Subjects: Math, ELA, Science, and Social studies	\$22,425.00	\$22,425.00
1	IXL eLearning Library: on-demand professional learning	\$2,243.00	\$2,243.00
1	Credit from existing subscription A22-3545520 (George Kelly School) <i>Unlimited instructor accounts included</i>	-\$6,729.00	-\$6,729.00
SUBTOTAL			\$17,939.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$17,939.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 3545520-2022-003-2. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT**

CONTRACT #103008

May 23, 2022

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

CUSTOMER

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

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Jared Mumley	A22-3545520	3545520-2022-003-2	Aug 1, 2022 - Jul 1, 2023

PAYMENT PLAN

Amount	Invoice date
\$17,939	June 30, 2022
TOTAL	\$17,939

Price valid until June 30, 2022

COMMENTS OR SPECIAL INSTRUCTIONS

Due to the credit on this quote, the total price we only remain valid if the sales agreement or PO is received and processed by the valid until date.

ACCEPTANCE OF SALES CONTRACT

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

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

6/7/22



TERMS AND CONDITIONS OF SALE

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

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

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

All checks should be mailed to:

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

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

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

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

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

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

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

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

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

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

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

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

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

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

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

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Brittani Ryan, Principal, George Kelly Elementary
DATE: June 8, 2022
SUBJECT: **Approve Agreement for Buy Back and ERW Presenter Keri Greener (Solution Tree) to Present to the KES Staff on August 5, September 14, and October 12, 2022**

BACKGROUND Solution Tree is a vendor overseeing the Professional Learning Community process, and RTI. Keri Greener is a consultant for Solution Tree, who specializes in collecting, analyzing, and using data trends to influence classroom instruction.

RATIONALE: Keri Greener will provide a virtual professional development on August 5 (Site Pre-Service Day), September 14, 2022 (ERW) and October 12, 2022 (ERW) to the KES staff which will offer an opportunity for the entire staff to receive training, versus attending the PLC institute that is held out of state. We are focused on reviewing the PLC process for new staff and returning staff members to continue our work in building common formative assessments, collecting data, analyzing it and applying the data to inform instruction in all core content areas. We are also focusing in creating a tier 3 system during the school day. Professional development in RTI will help us critique and build a strong tier 3 system to support our students.

FUNDING: The cost, not to exceed \$7,200.00, will be paid from George Kelly's Site Budget and FARM monies that were distributed to KES during the 2021-2022 school year. There will be no ongoing costs following the Solution Tree Professional Development workshops.

RECOMMENDATION: Approve Agreement for Buy Back and ERW Presenter Keri Greener (Solution Tree) to Present to the KES Staff on August 5, September 14, and October 12, 2022.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 3 days (2 hours each) of virtual professional development training facilitated on 8/5/22, 9/14/22, and 10/12/22. We are focused on reviewing the PLC process for new and returning staff members to continue our work in building common formative assessments, collecting data, analyzing it and applying the data to inform instruction. Additionally, we are focused in building a tier 3 support system during the school day.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of six () ☒ 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 \$ 7,200.00 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$ 7,200.00. 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 August 5, 2022, and shall terminate on October 12, 2022.
5. This agreement may be terminated at any time during the term by either party upon Thirty 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Brittani Ryan, 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 [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:
DocuSigned by:

Tony Tooell, CFO

8480F7FF4B13467
 Contractor Signature

35-2026417

IRS Identification Number

CFO

Title

555 N. Morton St. Bloomington, IN 47404

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



**Solution Tree, Inc.
Purchase Agreement**

Effective June 7, 2022, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy USD- George Kelly ES ("Customer") located at 535 Mabel Josephine Dr Tracy, CA US 95376 agree as follows:

1. **Summary of Products and Services:** Customer will purchase the following Solution Tree products and services ("Products"). Additional Products may be added in a mutually agreed upon written Addendum.

Products and Services	Total
Virtual Professional Development	\$7,200.00
Total	\$7,200.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). A non-refundable deposit of 20% of the total amount due will be invoiced upon execution of this Agreement. The total includes any travel, lodging, and incidental expenses incurred by Solution Tree. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$1,440.00	Upon execution of Agreement
Virtual Professional Development	\$1,920.00	August 5, 2022
Virtual Professional Development	\$1,920.00	September 14, 2022
Virtual Professional Development	\$1,920.00	October 12, 2022

3. **Virtual Professional Development**

- 3.1. **Description of Services:** Solution Tree agrees to provide a speaker, Keri Greener ("Associate"), to disseminate information for Customer on the topic of *PLC at Work®* virtually for 2 hours each on August 5, 2022, September 14, 2022, and October 12, 2022.
- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.



4. General Terms

4.1. Intellectual Property: Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

4.2. Force Majeure: If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
- c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
- d. All obligations unaffected by a Force Majeure Event will remain in place.

4.3. Termination: Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.

- a. **Onsite Professional Development:** If Customer cancels any Onsite Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Onsite Professional Development Services.

4.4. Entire Agreement: This Agreement and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.



This Agreement is acknowledged and accepted by Customer and Solution Tree:

DocuSigned by:
Brittani Ryan 6/7/2022
CEB9362511644FE...
Brittani Ryan Date
Principal
Tracy USD- George Kelly ES

DocuSigned by:
Tony Toohill, CFO 6/8/2022
8460F1FF4B13467...
Tony Toohill, CFO Date
Solution Tree, Inc.
Solution Tree, Inc.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
SUBJECT: Approve Agreement for Contract Services between Faith In Action Community Education Services and Kimball High School for the 2022-2023 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will provide one behaviorist for a total of 7 hours daily for each instructional day throughout the school year. There is no cap on the number of students they can service. They will provide group therapy services that include grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners. This aligns with Strategic Goal #2 of our SPSA to Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: FACES will be paid \$110 per hour, for 7 hours per day, not to exceed a total of \$138,600. This will be funded through ELOG funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and Kimball High School for the 2022-2023 School Year.

PREPARED BY: Ben Keller, Kimball High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith In Action Community Education Services (F.A.C.E.S), 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 classroom behaviorist to assist and support behaviors in the classroom setting. One behaviorist will provide 7 hours of services daily. Services will include group therapy, including grief and loss groups, social anxiety groups, addiction intervention, and boys groups. They will provide counseling services targeted at academic intervention and provide trauma counseling when necessary. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the therapist.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 138,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 8, 2022, and shall terminate on May 26, 2023.
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, Ben Keller, at () 209-832-6600 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

Tracy Unified School District

Date

Title

Address

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 8, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2022-2023 School Year**

BACKGROUND: Sow A Seed Community Foundation has been providing intervention services for young men and women in the community of Tracy for several years focused on student social and academic success. Students witness the struggles their families face, both economic and personal. Given the current social and economic needs of students due to the pandemic, Sow A Seed Counseling Services will provide an effective intervention for Kimball High School students.

RATIONALE: Sow A Seed Community Foundation provides mentors who are positive role models and who can guide young people to envision a brighter future for themselves by the choices they make today. This year, Sow A Seed Community Foundation can fill a void by offering mentors and youth groups that can meet the needs of our school community. This Agenda request supports 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 2022/2023 school year is \$14,061. The fees will be paid from District ELOG Funds

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to Provide Intervention Services to Students at Kimball High School for the 2022-2023 School Year.

Prepared by: Mr. Ben Keller, Kimball High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Sow A Seed Counseling Services will Provide mentoring groups and intervention services for the 2022-2023 school year at Kimball High School. Mentors will work with both male and female students after school focusing on student social and academic success. Mentors will help guide students to envision a brighter future for themselves by the choices they make today.

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 64 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 14,061 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 14,061. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 14, 2022, and shall terminate on May 18, 2023.
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, Ben Keller, at () 209-832-6600 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 _____

11-3851058
IRS Identification Number _____

Title
Interim Executive Director

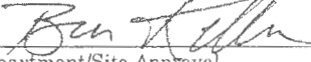
Address
42 W. 8th Street

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: June 8, 2022
SUBJECT: **Approve Overnight Travel for Kimball High School Yearbook Design Students to Attend the UOP Yearbook Camp in Stockton, CA July 19-21, 2022**

BACKGROUND: The leaders of the Kimball High School Yearbook Design class have been invited to attend the UOP Yearbook Camp in Stockton, CA. Four students and Advisor, teacher Reid Jacobe, will attend the camp. Transportation will be provided by each student's parent. The students and advisor will stay in the UOP residential halls. Students will be supervised by Mr. Jacobe, Herff Jones staff and UOP Resident Assistants.

RATIONALE: The opportunity to participate in a three-day intensive yearbook camp will be invaluable to the KHS Yearbook students. The camp will provide students the opportunity to learn the importance of teamwork. The students will have workshops in photography, writing and eDesign that will help them be better prepared with producing the yearbook for the upcoming year. The students will also have time to work with the Herff Jones artist to finalize cover and end sheets for yearbook production. 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; 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 will be no cost to the District. Registration, food and lodging will be paid by Herff Jones scholarships for the yearbook students and advisor.

RECOMMENDATION: Approve Overnight Travel for Kimball High School Yearbook Design Students to Attend the UOP Yearbook Camp in Stockton, CA July 19-21, 2022.

Prepared by: Ben Keller, Principal Kimball High School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 28, 2022
SUBJECT: Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2022-2023 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 \$20,000, will be paid from Title I Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy to Provide Services to Monte Vista Middle School for the 2022-2023 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 2022-2023 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 \$ 20,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 20,000. 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 \$ 0.00 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 8/8/22, and shall terminate on 5/26/23.

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 Wilson

Contractor Signature

68-0028682

IRS Identification Number

Chief Executive Officer

Title

753 W. Lowell Ave

Address

Tracy, CA. 95376

Digitally signed by Kelly Wilson
Date: 2022.06.01 09:48:43 -07'00'

CEO

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 28, 2022
SUBJECT: **Approve Agreement for Special Contract Services between MobyMax Education, LLC and Monte Vista Middle School to Provide License Renewal for the MobyMax Virtual Intervention Program for the 2022-2023 School Year**

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

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

FUNDING: The cost, not to exceed \$3,495, will be paid from Targeted Funds/LCAP.

RECOMMENDATION: Approve Agreement for Special Contract Services Between MobyMax Education, LLC and Monte Vista Middle School to Provide License Renewal for the MobyMax Virtual Intervention Program for the 2022-2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and MobyMax Education, LLC, hereinafter referred to as "Contractor,"

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

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

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

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

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

- a. District shall pay \$3,495 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$3,495. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 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 8/8/22, and shall terminate on 8/7/22.

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

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

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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.
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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:

 **Wade Willett**

Contractor Signature Title
84-3428190

IRS Identification Number
CEO

Title
P.O. Box 392385

Address
Pittsburgh, PA 15251

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
SUBJECT: Approve Agreement for Special Contract Services between Nearpod, Inc. and Monte Vista Middle School for the 2022-2023 School Year

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

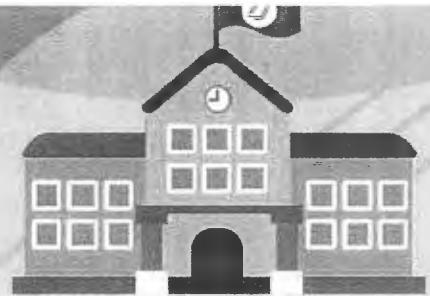
RATIONALE: Monte Vista teachers have had many challenges teaching during distance learning, the hybrid model, and back to in-person instruction. Teachers participated in a large amount of professional development, especially in the technology world. The Nearpod platform has been a key system that Monte Vista Middle School piloted to increase student engagement and rigor in the classroom. Teachers have incorporated Nearpod into many rigorous lessons.

FUNDING: The cost, not to exceed \$4,788.00, will be paid from Title I Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services between Nearpod, Inc. and Monte Vista Middle School for the 2022-2023 School Year.

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

Quote ID: 161957

**Sales Order For:**

Lisa Mendez
MONTE VISTA MIDDLE SCHOOL
751 W LOWELL AVE
TRACY, California 95376
UNITED STATES

Nearpod Contact:

Angela Chen
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

If you are a Tax-Exempt Customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Orders should be addressed to:
Nearpod Inc.
1855 Griffin Road A-290
Dania Beach, FL 33004

Service Start: 07/01/2022**Service End:** 06/30/2023

Description	Quantity	Total
<p>Nearpod Premium Plus - School:</p> <p>Nearpod Premium Plus, including unlimited access to:</p> <ul style="list-style-type: none">- Nearpod's lesson, video, and activity creation and delivery platform with 20+ formative assessment and media features- Nearpod Lesson Library with 7,500+ standards-aligned, interactive lessons for all K-12 subject areas, featuring favorite educational brands- Nearpod Video & Activity Library with 5,000+ standards-aligned interactive videos and activities for all K-12 subject areas, featuring favorite educational brands, that can be used on their own,	700 - Students	\$4,788.00

or added to Nearpod slides lessons - School features including larger class sizes, unlimited storage, shared School Library, LMS integration, and more - Premium Plus lesson delivery features, including Live Teacher Annotation and Co-Teaching		
	Total	(USD) \$4,788.00

Terms

This Sales Order is valid until: 06/30/2022

Service will run from 07/01/2022 until 06/30/2023, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) \$4,788.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: <https://nearpod.com/terms-conditions>, the Nearpod Privacy Policy available online at: <https://nearpod.com/privacy-policy>, the Flocabulary Terms of Use available online at: <https://flocabulary.com/terms-of-use/>, and the Flocabulary Privacy Policy available online at: <https://flocabulary.com/privacy-policy/>, as applicable.

Training Policy

Training Cancellation Policy

Nearpod requests 48 hours notice to cancel or reschedule a confirmed session. If the session is not canceled but no one attends, this session will be considered expired.

Minimum Attendance Policy

Nearpod requests that at least 10 participants attend a confirmed training session. If there are fewer than 10 participants, the session may be modified and will not be recorded.

Free Training Resources

Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: <http://nearpod.com/resources>

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Is a PO Required for Purchase? Yes / No

If Yes, please provide PO number below and submit PO with this Sales Order.

If No, please return this Sales Order with Signature below and indicate payment method.

Purchase Order (Net 30):

Please provide PO #: _____

If PO is not provided, payment is due immediately via Credit Card, Check, ACH, or Wire

Check, ACH or Wire

Credit Card

Please provide email address to receive
secure payment link:

Expiration Date:

Name on card:

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:

Nearpod, Inc

1855 Griffin Rd. Suite A-290

Dania Beach, FL 33004

Email: angela.chen@nearpod.com or FAX: +1 305-655-1999

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Nearpod Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any):

Exemption from FATCA reporting code (if any):

5 Address (number, street, and apt. or suite no.) See instructions.
1855 Griffin Road, A290

6 City, state, and ZIP code
Dania Beach, Florida 33004

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

4 6 - 0 9 9 3 6 7 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA codes entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Severin Veeva x cfo* Date ▶ 1/5/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 28, 2022
SUBJECT: **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 2022-2023 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 children can achieve their greatest academic potential.

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

FUNDING: The District shall pay a flat fee of \$12,500 for the signature program in English and Spanish. The funding source will come from the Expanded Learning Opportunity Grant.

RECOMMENDATION: Approve agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to provide training for parents at Monte Vista Middle School during the 2022-2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: _____

Provide a Parent Training Course for the parent of a new student enrolled at Monte Vista Middle School. The training is designed to review skills and techniques which will enable parents to address the educational needs of their school-age children.

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

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

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

- a. District shall pay \$12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$_____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 31, 2022, and shall terminate on October 19, 2022.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:


Contractor Signature
33-0259359
IRS Identification Number
Executive Director
Title
3641 Mitchell Rd. Ste. H
Address
Ceres CA 95307
209-238-9496

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Dr. Barbara Silver, School Principal
From: Gabriela Rios, Executive Director
Date: May 31st, 2022

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

RECITALS

- A. Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12** for the parents of the children enrolled in the school identified above. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer 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. Time of Class: Morning _____ Evening ☒ 6-7:15pm_
- C. Type of Class: Virtual (V) _____, Hybrid (H) ☒ ___, In-Person (P) _____
- Hybrid** – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.
- D. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- E. Session Dates: August 31, 2022 – October 19, 2022
- F. Compensation: a flat fee of \$12,500 for up to 50 graduated parents. A parent graduate consists of a parent who registers and attends four or more of the core classes

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org

during the eight-week course. The minimum number of parents to open a class in any language is 15.

Location: Monte Vista Middle School of Tracy Joint Unified

School funding: _____

In addition, where the PIQE program is provided in person, the school will make childcare arrangements to have it available to families as well as provide refreshments to the parents.


Copyright Protections: PIQE owns all products and all content in the program(s), including 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 Monte Vista Middle School under the terms and conditions noted.

Dr. Barbara Silver, School Principal

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

Parent Institute for Quality Education
22 West 35th St., Suite 201, National City, CA 91950
Telephone: 619.420.4499
www.piqe.org



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2022
SUBJECT: Approve Agreement for Contract Services between Boys & Girls Club of Tracy and North School for the 2022-2023 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 15 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 Boys & Girls Club of Tracy and North School for the 2022-2023 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 8, 2022, and shall terminate on June 30, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

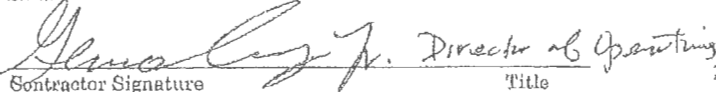
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature Title

68-0028682

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 6, 2022
SUBJECT: Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and North School for the 2022-2023 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 ELOG funds not to exceed a total of \$12,500.00

RECOMMENDATION: Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and North School for the 2022-2023 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 2022-2023 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 \$ 12,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500.00. 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 \$ 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 15 2022, and shall terminate on November 3, 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, Susan Hawkins, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

33-0259359

IRS Identification Number

Executive Director

Title

3641 Mitchell, Suite H

Address

Ceres, CA 95307

Tracy Unified School District

Date

01-3213-0-1110-2495-5800-800-2732

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: June 1, 2022
SUBJECT: **Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject 9-12th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year**

BACKGROUND: Tracy Unified School District 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. As TUSD continues to work toward developing intentionally integrated curriculum, Mark Manross Consulting is positioned to continue to support TUSD teachers integrating other subjects into PE through Project Based Learning.

RATIONALE: Revise prior agreement with PE Central to be Mark Manross Consulting due to change in the vendor. Mark Manross Consulting Workshops provide K-12 Physical Education 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. Mark Manross Consulting will provide 1 full day session on the August 4th Pre-Service Day and 2 Early Release Wednesdays in 2022. The workshops will support elementary PE teachers. The 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 Mark Manross Consulting for the 2022-2023 school year will not exceed \$9,100. The training cost will be paid by LCFF or Grant Funds.

RECOMMENDATION: Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject 9-12th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year.

Prepared by: Erin Quintana, Director, Professional Development & 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 Mark Manross Consulting, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 9-12 Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 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 \$9,100 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$9,100 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 \$9,100 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, 2022, and shall terminate on May, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Mark Manross Consulting

Onsite Workshop Proposal: High School PE Workshop Sessions (Proposal Written 4-21-2022, Revised 6-1-2022)

2022 School Year Workshop Dates for High School PE (3 in 2022):

2022:

- Thursday, August 4, 2022 – 8:00am-3:30pm (6-hour session)
- Wednesday, August 24, 2022 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, September 28, 2022 – 2:00pm-4:30pm (2.5-hour session)

School District: Tracy Unified School District, Tracy, CA

Contact:

Erin Quintana
Director of Professional Learning & Curriculum
Tracy Unified School District
1875 West Lowell Ave. Tracy, CA 95376

209-830-3331 (Erin Quintana)
equintana@tusd.net

Assistant: Lisa Rodriguez,
lmrodriguez@tusd.net

Location of Workshops: TBD

Presenter: Kirk Johansen, Retired PE Teacher, Sacramento, CA

Number of Participants: 10 High School Physical Education Teachers

Cost: Not to exceed \$9,100.00 (see breakdown below). This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 2 presenters, one for the full day HS PE workshop on Aug. 4 and then 1 presenter for the other 2 HS PE sessions in 2022.

Cost breakdown:

- Session 1 (Full Day, 6-hour session, 1 presenter: Dave Blackney): \$3900
- Session 2 (2.5-hour session, 1 presenter: Kirk Johansen): \$2600
- Session 3 (2.5-hour session, 1 presenter: Kirk Johansen): \$2600
- **Total: \$9,100**

Transportation Details: Both Dave and Kirk will drive to and from Tracy USD. Dave will be staying at a hotel and Kirk will drive home after each 2.5-hour session.

Presenter Bios:

Will be provided upon request.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: June 1, 2022
SUBJECT: **Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject K – 8th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year**

BACKGROUND: Tracy Unified School District 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 2021-2022 school year. As TUSD continues to work toward developing intentionally integrated curriculum, Mark Manross Consulting is positioned to continue to support TUSD teachers integrating other subjects into PE through Project Based Learning.

RATIONALE: Revise prior agreement with PE Central to be Mark Manross Consulting due to a change in the vendor. Workshops provide K-12 Physical Education 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. Mark Manross Consulting will provide 1 half-day session on the August 3rd Buy Back Day, 1 full day session on the August 4th Pre-Service Day, 3 Early Release Wednesdays in 2022 and 2 Early Release Wednesday's in 2023. The workshops will support elementary PE teachers. The 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 Mark Manross Consulting for the 2022-2023 school year will not exceed \$19,950. The training cost will be paid by Goal 9- LCFF funds.

RECOMMENDATION: Revise Agreement for Contract Services with PE Central to read as Mark Manross Consulting to Provide Single Subject K – 8th Grade Physical Subject to Physical Education Teachers on Professional Development for the 2022-2023 School Year.

Prepared by: Erin Quintana, Director, Professional Development & 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 Mark Manross Consulting, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide K - 8th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 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 7 () [] HOURS [x] DAYS, under the terms of this agreement at the following location THS and FES.

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

- a. District shall pay \$ 19,950 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 19,950. 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 \$ 19,950 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, 2022, and shall terminate on May, 2023.

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

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

Mark Manross Consulting

Onsite Workshop Proposal: Elementary Workshop PE Proposals (Proposal Written 4-12-2022, Revised 6-1-2022)

2022-23 School Year Workshop Dates (5 in 2022, 2 in 2023):

2022:

- Wednesday, August 3, 2022– Session 1: 8:15-10:15am; Session 2 10:30am-12:30pm (4-hour session)
- Thursday, August 4, 2022 – 8:00am-3:30pm (6-hour session)
- Wednesday, August 24, 2022 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, September 28, 2022 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, November 9, 2022 – 2:00pm-4:30pm (2.5-hour session)

2023:

- Wednesday, February 1, 2023 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, March 15, 2023 – 2:00pm-4:30pm (2.5-hour session)

School District: Tracy Unified School District, Tracy, CA

Contact:

Erin Quintana
Director of Professional Learning & Curriculum
Tracy Unified School District
1875 West Lowell Ave. Tracy, CA 95376

209-830-3331 (Erin Quintana)
equintana@tusd.net

Assistant: Lisa Rodriguez,
lmrodriguez@tusd.net

Location of Workshops: TBD

Presenter: Pat Vickroy, Retired PE Teacher, Gilroy CA

Number of Participants: 15 Elementary/Middle School Physical Education Teachers

Cost: Not to exceed \$19,950.00 (see breakdown below). This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 1 presenter.

Mark Manross Consulting, 2465 Meridian Road NE, Leland, NC 27516
Email: workshops@pecentral.org, Phone: 678-764-2536

Cost breakdown:

- Session 1 (2 X 2-hour session = 4 hours, 1 presenter): \$3200
- Session 2 (Full Day, 6-hour session, 1 presenter): \$3750
- Session 3 (2.5-hour session, 1 presenter): \$2600
- Session 4 (2.5-hour session, 1 presenter): \$2600
- Session 5 (2.5-hour session, 1 presenter): \$2600
- Session 4 (2.5-hour session, 1 presenter): \$2600
- Session 5 (2.5-hour session, 1 presenter): \$2600
- **Total: \$19,950**

Transportation Details: Pat will drive to and from Tracy USD every session and for the first sessions will stay over at a hotel.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
SUBJECT: Approve Master Contract for Nonpublic Agency (NPA) 360 Degree Customer, Inc. for Speech, and Language Pathologists (SLP), Speech and Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 School Year

BACKGROUND: Special Education students may require Speech & Language Pathologists (SLP) and Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), and/or Special Education teacher services as part of their Individual Education Plan (IEP). These providers: SLP/SLPA, OT and Special Education teacher help improve student's academic development skills. Many of our Special Day class students have SLP/SLPA, OT or Special Education teacher services written into their IEP and several more are awaiting assessments. 360 Degree Customer, Inc. provides SLP/SLPA, OT and Special Education teacher services with a licensed provider as required by the student's IEP (Individual Education Plan).

RATIONALE: TUSD does not have access to licensed SLP/SLPA and OT. Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. 360 Degree Customer, Inc. will provide Special Education services to students at their school sites. 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 2022-2023 regular school year and related services will not exceed \$3,500,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Nonpublic Agency (NPA) 360 Degree Customer, Inc. for Speech and Language Pathologists (SLP), Speech and Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 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 8, 2022
SUBJECT: Approve Master Contract (MC) for Nonpublic, Nonsectarian School (NPS) services with Anova Center for Education for the 2022-2023 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education Students at Anova Center for Education in Concord, CA. The District's Special Education Administration would like to contract with Anova Center for educational placement for the 2022-2023 school year.

RATIONALE: Districts must offer a continuum of services including, when necessary, services and placement. 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 2022-2023 regular school year and related services will not exceed \$86,690.00 for educational placement. 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 (NPS) services with Anova Center for Education for the 2022-2023 School Year.

Prepared by: Sean Brown, Special Education Director.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
SUBJECT: **Approve Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2022-2023 School Year**

BACKGROUND: Special Education students may require Special Education teacher services as part of their Individual Education Plan (IEP). These providers: Special Education teachers help improve student's academic development skills. Many of our Special Day class students have Special Education teacher services written into their IEP and several more are awaiting assessments. ATX Learning provides Special Education teacher services with a licensed provider as required by the student's IEP.

RATIONALE: Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. ATX Learning will provide Special Education services to students at their school sites. 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 2022-2023 regular school year and related services will not exceed \$2,000,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic Agency (NPA) ATX Learning for Special Education Teachers for the 2022-2023 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 8, 2022
SUBJECT: Approve Master Contract (MC) for Creative Alternatives, NPS for the 2022-2023 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 2022-2023 school year to provide placement pursuant to students and their IEP. Approval is necessary 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 2022-2023 regular school year and related services will not exceed \$625,000.00. 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 for the 2022-2023 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 8, 2022
SUBJECT: **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with East Valley Education Center for 2022-2023**

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 2022-2023 school year to provide placement pursuant to students and their IEP (Individual Education Program). Approval is necessary 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 2022-2023.

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 8, 2022
SUBJECT: **Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Point Quest Education for 2022-2023 School Year**

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 2022-2023 school year to provide placement pursuant to students and their IEP. Approval is necessary 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 2022-2023 regular school year and related services will not exceed \$600,000.00. 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 2022-2023 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 8, 2022
SUBJECT: Approve Master Contract (MC) for Non-Public School, River Bend, for the 2022-2023 School Year

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) placement for one student at River Bend in Tequesta, FL. The District's Special Education administration would like to facilitate the contract with River Bend Nonpublic School to provide the placement pursuant to the student's IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to better communicate and function safely and effectively. 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 200 days. Total contract expenses will not exceed \$137,800.00. 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 School, River Bend, for the 2022-2023 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 8, 2022
SUBJECT: **Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2022-2023 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 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 200 days. Total contract expenses will not exceed \$600,000.00. 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 Sierra Vista Child & Family Services (Kirk Baucher), NPS for the 2022-2023 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 8, 2022
SUBJECT: **Approve Master Contract (MC) for Nonpublic Agency (NPA) Speech Path Group (SPG) for Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 School Year**

BACKGROUND: Special Education students may require Speech & Language Pathologists (SLP) and Speech & Language Pathologist Assistants (SLPA). These providers: SLP/SLPA help to improve student's academic development skills. Many of our Special Day class students have SLP/SLPA, OT or Special Education teacher services written into their IEP and several more are awaiting assessments. Speech Path Group (SPG) provides SLP/SLPA, OT and Special Education teacher services with a licensed provider as required by the student's IEP.

RATIONALE: TUSD does not have access to licensed SLP/SLPA and OT. Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. Speech Path Group (SPG) will provide Special Education services to students at their school sites. 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 2022-2023 regular school year and related services will not exceed \$2,500,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic Agency (NPA) Speech Path Group (SPG) for Speech & Language Pathologists (SLP), Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Special Education Teachers and an American Sign Language (ASL) Interpreter for the 2022-2023 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 8, 2022
SUBJECT: Approve Master Contract for Stockton Educational Center (SEC) Non-Public School (NPS) for the 2022-2023 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 2022-2023 school year to provide placement pursuant to students and their IEP. Approval is necessary 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) Non-Public School (NPS) for the 2022-2023 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 8, 2022
SUBJECT: **Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways for 2022-2023**

BACKGROUND: Board approval is requested to contract for Non-public agency (NPA) placement for four students at Therapeutic Pathways in Tracy, CA. 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 2022-2023 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 # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Nonpublic, Nonsectarian Agency (NPA) Services with Therapeutic Pathways for 2022-2023.

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, 2022
SUBJECT: **Approve Master Contract (MC) with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2022-2023 School Year**

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Board Approval is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: Expenses for this contract are billed at \$70.00 per hour. The district is expecting a need of 70 hours per week. Total contract expenses will not exceed a total of \$215,000.00 for the fiscal year beginning July 1, 2022 and ending June 30, 2023. Funding for Mental Health expenses are budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2022-2023 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 8, 2022
SUBJECT: Approve Master Contract (MC) for Non-Public School, Victor RTC/North Valley, for the 2022-2023 School Year

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) placement for one student at Victor RTC/North Valley in Santa Rosa, CA. The District's Special Education administration would like to facilitate the contract with Victor RTC/North Valley to provide the placement pursuant to the student's IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to better communicate and function safely and effectively. 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 \$53,400.00 (200 days). Total contract expenses will not exceed \$53,400.00. 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 School, Victor RTC/North Valley, for the 2022-2023 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 15, 2022
SUBJECT: Ratify Master Contract (MC) Dr. Jovan Jacobs, Consultant for April 1, 2022 through June 30, 2023

BACKGROUND: Board Approval is requested to ratify a Master Contract for Dr. Jovan Jacobs, Consultant to the Special Education Department for April 1, 2022 through June 30, 2023. The Tracy Unified Special Education Department is exploring the development of forming a Special Education Local Plan Area (SELPA).

RATIONALE: In forming a SELPA, it is imperative to adhere to compliant guidelines as provided by the California Department of Education (CDE), develop systems and structures to provide Free and Appropriate Public Education (FAPE) for the students of the SELPA, and be prudent with the financial ramifications related to federal, state, and local funding related to Special Education. Dr. Jacobs provides an analysis of the current SELPA funding structure while developing a plan and timeline for Tracy Unified Special Education Department and other neighboring districts to explore the formation of a new SELPA. Dr. Jacobs will work with leadership to develop a Local Plan for a multi-district SELPA and provide technical support in navigating this process with CDE. Dr. Jacobs has a wealth of experience and valuable resources needed to form a multi-district SELPA and is a leader among SELPA Executive Directors in the state.

FUNDING: Expenses for this contract are billed at \$125 per hour. The district is expecting a need for 10 hours per week. Total contract expenses will not exceed a total of \$37,500 for 04-01-22 through 06-30-23. Funding Special Education expenses are budgeted in account: #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Ratify Master Contract (MC) Dr. Jovan Jacobs, Consultant for April 1, 2022 through June 30, 2023.

Prepared by: Mr. 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 13, 2022
SUBJECT: Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for 2022-2023

BACKGROUND: Historically, the Tracy Unified School District has offered the Student Teen Educational Parenting Support (STEPS) Program, in which teen parents could continue to pursue a high school education while supporting a child. In addition to providing educational support and parenting education, the STEPS Program also provided an infant and toddler childcare program to these teen parents. This allowed the teen parents to be able to focus on earning a high school diploma without having to worry about the excessive costs of safe and adequate infant and toddler childcare. Since the elimination of the STEPS Program, due to budget cuts, the need for safe and adequate childcare remains. CAPC currently has Infant and Toddler Child Care Programs on two TUSD school campuses – North and McKinley and would like to continue the expanded partnership on the Stein/Duncan Russell campus, and while the district does currently sponsor two Gran and State-funded preschools, these programs have age criteria and requirements – student must be four or five years old to participate. The CAPC Child Care Program will reserve spaces for the children of TUSD teen parents, while also enrolling children from the community. This partnership agreement fills both District and Community needs by providing childcare to our teen parents so they can successfully graduate with a high school diploma, as well as servicing the community need for adequate infant and toddler-aged childcare at little or no cost.

RATIONALE: The CAPC Infant and Toddler Program will run a full-day childcare and preschool program for children from age 0 to 36 months, filling a need in our District and Community. It will allow TUSD teen parents to earn a high school diploma, thus increasing our District graduation rate. Most of the children enrolled from the Community will eventually attend Tracy Unified schools, and this will give more children the opportunity to participate in early childhood education programs at an earlier age, thus preparing them for a much more successful education experience. This partnership agreement meets District Goals # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no cost to the District. State Grant Funds obtained by CAPC fund the program.

RECOMMENDATION: Approve the Partnership Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for 2022-2023.

Prepared by: Mrs. Traci L Mitchell, Stein High and Duncan Russell Community Day 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 San Joaquin County Child Abuse Prevention Council, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: The CAPC Infant and Toddler Program will run a full-day child care for children from ages 0 to 36 months. The program will serve up to eight infants and toddlers. Enrollment preference will be given to the children of TUSD teen parents, while also enrolling children from the community. The hours of operation will be 7:30am - 5:30pm. CAPC agrees to reimburse overtime costs incurred for days CAPC is operating and custodial is not contracted to work.

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 235 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Stein High School.

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

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

4. The terms of the agreement shall commence on 8/1/2022, and shall terminate on 7/31/2023.

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

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

Lindy Turner-Hardin Digitally signed by Lindy Turner-Hardin
Date: 2022.05.27 13:18:46 -07'00' ED

Contractor Signature

Title

94-2497046

IRS Identification Number

Executive Director

Title

127 N. Sutter Street

Address

Stockton, CA 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 28, 2022
SUBJECT: Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy to provide services to Villalovoz Elementary School for the 2022-2023 School Year

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Villalovoz Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Villalovoz Elementary School for several years. During the last trimester of 2022, Villalovoz partnered with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. Due to the success of the program Villalovoz Elementary School staff would like to continue our association with the Boys and Girls Club at Villalovoz Elementary School as they provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

RATIONALE: Students need a safe place to go and positive activities to associate with academic success. Villalovoz Elementary School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and District Strategic Goal 2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost, not to exceed \$20,298.00 which will be paid from district ELOP Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services between the Boys & Girls Clubs of Tracy to provide services to Villalovoz Elementary School for the 2022 - 2023 School Year.

Prepared by: Marji Baumann, Principal, Villalovoz 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 Boys and Girls Club of Tracy, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide activities, tutoring, reading and structured activities, and mentoring programs for all students. Supplies for these programs are also needed. In addition to the afterschool program, the Boys and Girls Club will have 2 staff members providing structured activities during lunch recess (12:00 - 1:00) three days per week.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/week after school/3 days/week lunch () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location Villalovoz.

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

- a. District shall pay \$ 20,298 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 20,298. 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, 2022, and shall terminate on June 30, 2023.

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

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

Memo Long Director of Operations
Contractor Signature Title

68-0028682
IRS Identification Number

Tracy Boys & Girls Clubs
Title

753 W. Lowell Ave.
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 Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 28, 2022
SUBJECT: Approve Agreement for Special Contract Services with World of Wonders (W.O.W.) to provide STEM In-House Field Study Trips to Villalovoz students for the 2022-2023 School Year

BACKGROUND: Villalovoz Elementary School is part of the PreK-12 AdvanceSTEM 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 in 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 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: Presentation, materials, and transportation fees will be a total of \$7,000. This amount will be paid from Site Title I Categorical Funds, goal 1a16.

RECOMMENDATION: Approve Agreement for Special Contract Services with World of Wonders (W.O.W.) to provide STEM In-House Field Study Trips to Villalovoz students for the 2022-2023 School Year.

Prepared by: Marji Baumann, Principal, Villalovoz 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 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 Villalovoz 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 | ☒ DAYS, under the terms of this agreement at the following location Villalovoz 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 \$ 7,000 per | HOUR | DAY | ☒ 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 [] 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, 2022, and shall terminate on June 30, 2023.

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

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

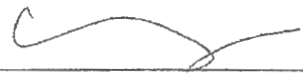
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

20-3075595
IRS Identification Number

program coordinator
Title

2 N. Sacramento St.
Address

Lodi, CA 95240

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 7, 2022
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School and Williams Middle School for the 2022-2023 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students. In the 2021-22 school year, TUSD schools and FACES began a partnership in providing behavior technicians to meet the increased social emotional needs of students. The services provide mentorship, behavior supports, and positive development of social skills, as well as restorative practices.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will provide 4 behaviorists, 7 hours daily for the 2022-23 school year. There is no cap on the number of students they can service. They will provide group therapy services that include mentorship, behavior supports, restorative practices, grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners. This aligns with Strategic Goal #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: FACES will be paid \$554,400.00, funded through Title 1 funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School and Williams Middle School for the 2022-2023 School Year.

PREPARED BY: Julianna Stocking, Associate Superintendent of Educational 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 Faith in Action Community Education Services (F.A.C.E.S), 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 4 classroom behaviorists to assist and support student behaviors in the classroom setting. The behaviorists will provide 7 hours of services each, daily. Services will include mentorship, restorative practices, behavior support, positive development of social skills, and SEL groups.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location West High School and 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 \$110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$554,400.00. 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 \$ 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 8, 2022, and shall terminate on May 26, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, 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 ☐ 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 6, 2022
SUBJECT: Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2022-23 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the Educational system through extraordinary Educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will provide one full time mental health therapist and one part time mental health therapist, for a total of 11 hours daily beginning August 8th. There is no cap on the number of students they can service. They will provide group therapy services that include grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners. This aligns with Strategic Goal #2 Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential.

FUNDING: FACES will be paid \$110 per hour, for 11 hours per day, for 180 days at a cost of \$217,800.00. This will be funded through carryover ELOG and Title 1 (SSP#1C8) funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School for the 2022-23 School Year

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith In Action Community Education Services aka F.A.C.E.S, 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 mental health services at Merrill F. West High. There will be one full time therapist (7hours daily) and one part time therapist (4hours daily). They will provide group therapy which includes grief/ loss groups, addiction, social anxiety, boys groups. They will work with students failing academically, provide trauma counseling to EL learners and work with identified students who need help with transitions of any kind. Services will not be limited to a specific number. Counselors will provide one on one and small group settings.

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 One hundred eighty () [] HOURS [X] DAYS, under the terms of this agreement at the following location West High, 1775 W. Lowell.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 110 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 217,800. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$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 8, 2022, and shall terminate on May 26, 2023.
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, Bond Cashmere, at (209) 830-3370 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:

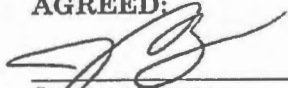
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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
83-0818579
IRS Identification Number

Title
CEO

Address
401 E. Main Street
Stockton CA, 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2022
SUBJECT: Approve Specialized Grant Funding for the 2022-2023 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 \$27, 240.00. 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 \$27,240.00 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 2022-2023 Agriculture Incentive Grant for West High School.

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

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022-23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

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

Signature of Agriculture Teacher
Responsible for the Program

Authorized Agent Title

Signature of Principal

Contact Phone Number: (209) 815-7276

Date of Local Agency Board Approval: June 28, 2022

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

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 2022–23

APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2022 TO JUNE 30, 2023

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>6</u>
Total number of students from the prior fiscal year R-2 Report:	<u>780</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>6</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>No</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>\$ 6,240.00</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>\$ 12,000.00</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>\$ 27,240.00</u>

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

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 Materials	\$ 17,240.00	\$ 17,240.00
Subtotal	N/A	\$ 17,240.00	\$ 17,240.00

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

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:

\$ 27,240.00

\$ 27,240.00

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 21-22 School Merrill F. West

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
----------	------------------------

Attended the following:

Greenhand Conference	40
Made For Excellence Conference	4
Advanced Leadership Academy	8
Chapter Officer Leadership Conference	
Spring Region Meeting	2
State Leadership Conference	39
National Convention	

Submitted the following:

State Degree Application	1
American Degree Application	
Proficiency Award Application - Section	
Chapter Award Application - State	
Scholarship Application - State	1

Participated in the following:

Opening and Closing Contest - Section	28
Best Informed Greenhand Contest - Section	4
Co-Op Marketing Quiz - Section	5
Creed Recitation - Section	
Extemporaneous Speaking - Section	3
Job Interview - Section	1
Impromptu Speaking - Section	2
Prepared Speaking - Section	1
Parliamentary Procedure - Section	
County/District Fair/Show	20
Career Development Teams (other than those identified above)	
1 Ag Sales	4
2 Horse Judging	4
3 Poultry	6
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1 Ag Pest	4
2 Marketing	5
3 Tracy Unified School Board Meeting Presentations	8
4 World AG. Expo Field Trip	44
5 SJ Delta College Tour Field Trip	122

TOTAL AREAS MET 23

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B

School Year

2021-2022

School

Merrill F. West High School

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

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES							
	Dajani	Farmer	Ferrell	Hepner	Myers	Smith		
Fall Region Meeting	X	X	X	X	X			
Region In-service Day (Road Show)	na	na	na	na	na	na		
Spring Region Meeting	X	X	X	X	X			
Section In-service	X	X	X	X	X	X		
Section In-service	X	X	X	X	X	X		
Section In-service								
Section In-service								
New Teacher Conference		X			X			
Master Teacher Conference				X				
Summer CATA Conference	X		X	X		X		
University AgEd Skills Week								
Professional Development **	X	X	X	X	X	X		

** Can utilize a maximum of two other "Agriculturally Related" Professional Development activities than those listed above. These must be approved by the Regional Supervisor. Explain the Professional Development:

- 1 Dajani - Masters Program and Second year of Induction with TUSD, ERM PLC, STEM Science Site Lead and CTE BBD
- 2 Farmer - First Year Induction with TUSD, ERM PLC, Science and CTE BBD
- 3 Ferrell - Induction Mentor (2 candidates) with TUSD, District Science Committee Site Liaison, ERM PLC, Science & CTE BBD
- 4 Hepner - Induction Mentor (2 candidates) with TUSD, CATIP Mentor (1 Candidate), WHS CTE Department & PLC Lead, & CTE BBD
- 5 Myers - First Year Induction with TUSD, ERM PLC, Science and CTE BBD Smith - Induction Mentor with TUSD, ERM PLC, Science & CTE BBD



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
SUBJECT: **Approve Agreement for Contract Services between Imagine Learning, and Williams Middle School to Provide License Imagine Learning MyPath Reading and Math site license for the 2022-2023 School Year**

BACKGROUND: Williams Middle School has a large population of students who need continued intervention in reading and math. Imagine Learning, LLC. 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 2021/2022 school year we see that we will need to provide various supports for students to address the learning loss from the 2021/2022 school year. The MyPath Imagine Learning, LLC. 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 Title 1 Funds

RECOMMENDATION: Approve Agreement for Contract Services between Imagine Learning, and Williams Middle School to Provide License Imagine Learning MyPath Reading and Math site license for the 2022-2023 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 Imagine Learning LLC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Imagine Learning LLC MyPath is a supplemental program designed to meet students where they are in reading and math. Imagine Learning LLC 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 \$ 18,750.00. 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 07/1/2022, and shall terminate on 06/30/2023.

5. This agreement may be terminated, for material breach, 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)830-2245, 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 third-party injury to person or property sustained by Contractor or by any person, firm or corporation employed directly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any third-party 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 employed by Contractor upon or in direct 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 third-party 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 directly 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:
David Alderlade
E0C297302B46C

6/8/2022

Contractor Signature

Title

45-1565841

IRS Identification Number

Executive Vice President, CFO

Title

8860 East Chaparral RD. Suite 100

Address

Scottsdale, AZ 85250

Tracy Unified School District

Date

Account Number to be Charged

Department/Site 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 8, 2022
SUBJECT: Approve Service Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) to provide training for Parents at Williams Middle School for the 2022-2023 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 Williams Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. This 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 District shall pay \$10,000 for the nine-week parent class, not to exceed \$12,500. The cost of the program will be paid by District ELOG Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) to provide training for Parents at Williams Middle School for the 2022-2023 School Year.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle 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: Eight week parent class to educate parents and increase parent involvement at Williams Middle School for the 2022-2023 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 Eight () [] 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 \$ 12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500. 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 September 14, 2022, and shall terminate on November 2, 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:


Contractor Signature _____ Title _____
33-0259359
IRS Identification Number _____
Executive Director
Title _____
3641 Mitchell Rd Suite #
Address _____
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 Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2022
SUBJECT: **Approve Purchase for Houghton Mifflin Harcourt for Williams Middle School to provide renewal student licenses for Williams Middle School for the 2022-2023 School Year**

BACKGROUND: Yearly Renewal: Approve the purchase/renewal of unlimited iREAD Student Licenses for Williams Middle School students for the 2022-2023 School Year. Renewal will allow Williams Middle School to maintain and implement Read 180 to increase literacy for at risk students.

RATIONALE: Since 2015-2016, Tracy Unified has partnered with the Scholastic, now Houghton, Mifflin, Harcourt (HMH) Companies to access online intensive intervention software for all District students. Use of this software Program is intended to work towards the District LCAP Goal of increasing literacy for all at risk students

FUNDING: Expanded Learning Opportunity Grant Funds; Goal 1, Action 10: Continue to maintain and implement Read 180 to increase literacy for at risk students.

RECOMMENDATION: Approve Purchase for Houghton Mifflin Harcourt for Williams Middle School to provide renewal student licenses for Williams Middle School for the 2022-2023 School Year.

Prepared by: Miguel Romo, Principal School Principal.



Houghton Mifflin Harcourt

Proposal #008414181

Prepared For

Earl Williams Middle School

1600 Tennis Ln
Tracy CA 95376

Attention:
Miguel Romo

For the Purchase of:

Technology Renewal 2022

Read 180 Stage B Renewal Licenses 1 Year

Prepared By
Nancy Lawrie-Stuckey
nancy.lawrie-stuckey@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for Professional Services purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Coupon Code: ISGDIGITAL30

Attention:
Miguel Romo

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hnhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Proposal for Earl Williams Middle School Technology Renewal 2022

ISBN	Title		Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Read 180 Stage B/ System 44 Secondary							
Student							
6003185 9781328028464	READ 180 Universal Stage B/ System 44 Secondary Literacy License Digital Student Subscription Package, 1 Year		\$169.00	30	\$5,070.00	\$4,170.00	\$900.00
Includes Literacy Intervention License (R180U Stage B / S44 Secondary), Reading Inventory, and Phonics Inventory student software subscription for 1 student. Software to be hosted by HMH.							
TERM: 8/13/2022 to 8-13-2023							
Total for Student			\$900.00				
Student Materials							
3017262 9780545890106	READ 180 Universal Stage B Real Book	c	\$32.65	30	\$979.50		\$979.50
Total for Student Materials			\$979.50				
Teacher							
9781328019936	Literacy Intervention License (R180 U Stage B / S44 Secondary) TeacherSubscription		\$299.00	1	\$299.00	\$299.00	
TERM: 8/13/2022 to 8-13-2023							
Total for Teacher			\$0.00				
Total for Read 180 Stage B/ Svsstem 44 Secondary			\$1,879.50				

TERM: 8/13/2022 to 8-13-2023

Total Savings:	\$4,469.00
Subtotal Purchase Amount:	\$1,879.50
Shipping & Handling:	\$0.00
Sales Tax:	\$80.81
Total Cost of Proposal (PO Amount):	\$1,960.31

Coupon Code: ISGDIGITAL30

Attention:
Miguel Romo

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hnhco.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Proposal for
Earl Williams Middle School
Technology Renewal 2022

Total Cost of Proposal (PO Amount): \$1,960.31

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to: Earl E Williams Middle School 1600 Tennis Ln Tracy, CA 95376-5316	Sold to: Tracy USD 1875 W Lowell Ave Tracy, CA 95376-2291
--------------------------------------------------------------------------------------------	---------------------------------------------------------------------------
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/8/2022

Proposal Expiration Date: 7/23/2022



Houghton Mifflin Harcourt

Coupon Code: ISGDIGITAL30

Attention:
Miguel Romo

Send **Orders** to:
 k12orders@hnhco.com
 FAX: 800-269-5232

Send **Check Payments** to:
 Houghton Mifflin Harcourt Publishing Company
 14046 Collections Center Drive
 Chicago, IL 60693

HMH Confidential and Proprietary

HMH Orders
 9400 Southpark Center Loop
 Orlando, FL 32819-8647



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2022
SUBJECT: **Approve Purchase for Scholastic Magazines for Williams Middle School to provide supplemental resources for Math, Science and ELA/ELD for the 2022-2023 School Year**

BACKGROUND: Williams Middle School teachers identified scholastic magazine as a supplemental resource for the 2022/2023 school year. Language Arts (Grade 6 & ELD), Math (Grades 6-8) & Science (Grades 6-8) teachers identified the supplemental resources to build proficiency in science, math and language goals. Williams Middle School school-wide data indicate that students have room for improvement. Using scholastic magazine as a supplemental resource in the areas of language arts, math and science can aide our students in closing the achievement and learning gap of 2021/2022 and help move us forward during the 2022/2023 school year

RATIONALE: Scholastic Science, Scholastic Math, and Scholastic Scope (ELA) offer teachers a supplemental resource to focus on reading and writing in all subject areas. All identified supplemental resources provide teachers relevant content for students to engage in. All content is aligned to common core, state standards and/or NGSS. All content also focuses on language development, reading comprehension, writing, math skills, problem-solving skills, using technology and test preparation. Teachers will be introduced to the supplemental resource and will be provided a training on how to incorporate into their adopted curriculum

FUNDING: The cost, not to exceed \$18,971.33, will be paid from Targeted Funds/LCAP.

RECOMMENDATION: Approve Purchase for Scholastic Magazines for Williams Middle School to provide supplemental resources for Math, Science and ELA/ELD for the 2022-2023 School Year.

Prepared by: Miguel Romo, Williams Middle School Principal.

SCHOLASTIC CLASSROOM MAGAZINES 2022/2023 QUOTATION

WILLIAMS MIDDLE SCHOOL (95376003)

P.O. # _____

MIGUEL ROMO

1975 W LOWELL AVE

TRACY, CA 95376-2238

Teacher Name	Item #	Product Title	Promo	Quantity	Price	Ext. Price
MIGUEL ROMO	448	Digital MATH	5132	520	\$7.65	\$3978.00
MIGUEL ROMO	020	JR SCHOLASTIC	5132	250	\$8.49	\$2122.50
MIGUEL ROMO	048	MATH	5132	290	\$8.49	\$2462.10
MIGUEL ROMO	044	SCHOLASTIC ART	5132	100	\$8.99	\$899.00
MIGUEL ROMO	040	SCIENCE WORLD	5132	290	\$9.49	\$2752.10
MIGUEL ROMO	050	SCOPE	5132	540	\$9.99	\$5394.60
		Total Quantity		1,990	Subtotal	\$17,608.30
					10% S & H	\$1,363.03
					Price Total	\$18,971.33
**This total does not reflect any applicable state or local taxes.						

***This total does not reflect any applicable state or local taxes.*

Prices shown reflect an Educator's Discount, available on Print with Digital subscriptions when ordering for 10* or more students. Print with Digital orders include student copies, desk copy, Teacher's Guide, and online resources with every issue. You may adjust the number of subscriptions later if your class size changes. Science Spin is not available separately. It is only available as an add-on to Let's Find Out and/or Scholastic News subscriptions, in matching quantities.

*For 5 or more students when ordering My Big World, Let's Find Out, and/or Let's Find Out Spanish.

You are authorized to distribute online access only to the number of students for whom you have purchased subscriptions. You are not permitted to share passwords, access codes, or any login information with nonsubscribers. Sales tax added to invoices where required by law. A 10% shipping and handling charge will be added to your entire order for all Print with Digital subscriptions.

Order Instructions

You can use this quote as a place holder for your budget or to generate your purchase order.

When orders are final, bill () Teachers () School () District Send invoice attention: _____

For your protection, please do not include credit card information in writing. If you wish to order using a credit card, please order by phone using the number below.

To order by telephone: 1-800-387-1437 ext.6217 To order by fax: 1-877-242-5865.

To order via email: eprocurement@scholastic.com

To order by mail, note any quantity changes and send this form to:

Scholastic Classroom Magazines
Attn: Debbie Boor
2315 Dean Street, Suite 600
St. Charles, IL 60175

Prices quoted are valid for 30 days



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2022
SUBJECT: **Approve Purchase for SCUTA for Williams Middle School to
Provide License for the 2022-2023 School Year**

BACKGROUND: With the addition of a full-time counselor at Williams Middle School, we are excited of the potential to create a more robust offering of services for our students. As a district, we have invested in an assessment database, Fastbridge, which provides an academic, social, emotional risk screener, mySAEBRS. Using the data from mySAEBRS in addition to the platform SCUTA, it will allow our counselors to make data driven decisions and provide additional data to review best practices and keep records of how we are interacting with students. The SCUTA program can help us in the goal of one day becoming a RAMP (Recognized ASCA Model Program) school.

RATIONALE: SCUTA is a web based counselor application used to develop a data-driven, evidenced based school counseling program. SCUTA follows the ASCA (American School Counseling Association) national model recommendations and offers confidential, comprehensive documentation and use of time analysis system. The SCUTA application will be used by Williams Middle School counselors and administrators to aide in guiding Professional Learning Community (PLC) discussions, review best practices, keep accurate records and aide in making data-driven decisions for students.

FUNDING: The cost, not to exceed \$1,320.00, will be paid from Title 1 Funds

RECOMMENDATION: Approve Purchase for SCUTA for Williams Middle School to Provide License for the 2022-2023 School Year.

Prepared by: Miguel Romo, Williams Middle School Principal.

SEND PAYMENTS TO:
zLabs
1500 Colesville Road,
Bethlehem, PA 18015
1-833-887-2882

Attn : Miguel Romo
School Counselor
mromo@tusd.net
Friday, 3rd June 2022

Thank you for the opportunity to quote SCUTA. Your Quote# may also be used to expedite your purchase.

Quote

Licensing Period: 8/1/22 - 8/1/23	Quantity	Annual Cost	Total
SCUTA Pro	0	\$125	\$0.00
SCUTA Max	3	\$195	\$585.00
+ Outlook	3	\$95	\$285.00
+ Google Calendar	0	\$75	\$0.00
+ Appointments	0	\$50	\$0.00
+ IB International Baccalaureate	0	\$50	\$0.00
+ RAMP	3	\$100	\$300.00
+ Survey	3	\$50	\$150.00
Total Amount			\$1,320.00
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
Total Amount Due			\$1,320.00

Thank you for your being a SCUTA user. With your support and feedback we have become the solution of choice for school counseling software globally. Please feel free to contact me if you have any questions, comments or feedback.

Thank you,



Madison Hoguet
madison@myscuta.com
SCUTA Sales & Support
1-833-88-SCUTA(72882)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 2, 2022
SUBJECT: Approve Travel for two Art Freiler School Administrators and three Art Freiler School Teachers for AVID Summer Institute in San Francisco, California on July 18-20, 2022

BACKGROUND: AVID helps students succeed on a path to college and career success. Oftentimes AVID students will be the first in their family to attend college and are from groups traditionally underrepresented in higher education. For one period per day, students receive the additional academic, social, and emotional support that will help them succeed in their school's most rigorous courses.

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

FUNDING: Total cost for the three-day workshop not to exceed \$10,061.85 for Art Freiler staff members. Funding will be provided by LCAP funds.

RECOMMENDATION: Approve Travel for two Art Freiler School Administrators and three Art Freiler Teachers for AVID Summer Institute in San Francisco, California on July 18-20, 2022.

Prepared by: Mr. Stephen Theall, Principal, Art Freiler School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2022
SUBJECT: **Approve Agreement for Contract Services between Imagine Learning Inc., and North School to Provide License for MyPath Reading and Math Site License for the 2022/2023 School Year**

BACKGROUND: North School has a large population of students who need continued intervention in reading and math. Imagine Learning Inc. 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 Reading and Math 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 \$35,000.00 will be paid from Title 1 Carryover Fund

RECOMMENDATION: Approve Agreement for Contract Services between Imagine Learning, Inc., and North School to Provide License for MyPath Reading and Math Site license for the 2022/2023 School Year.

Prepared by: Jose Jimenez, North 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 Imagine Learning LLC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

- Contractor shall perform the following duties: Imagine Learning LLC MyPath is a supplemental program designed to meet students where they are in reading and math. Imagine Learning LLC, 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.

- 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 North School.
- In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - District shall pay \$35,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$35,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - 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.
 - 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.
- The terms of the agreement shall commence on 7/1/2022, and shall terminate on 06/30/2023.

- This agreement may be terminated, for material breach, 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:

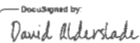
Any third-party injury to person or property sustained by Contractor or by any person, firm or corporation employed directly by the Contractor or by any of the individuals directly participating in or associated with him or her, however caused; and any third-party injury to person or property sustained by any person, firm or corporation, caused by act, neglect, default or omission of Contractor, or any person, firm or corporation directly employed by Contractor upon or in direct 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 third-party 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 directly 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

 Contractor Signature
 31-1692050
 Title
 Executive Vice President, CFO
 Title
 Imagine Learning LLC
 Address
 8860 E. Chaparral Road, Suite 100
 Scottsdale, AZ 85250

6/20/2022

Tracy Unified School District

Date

Account Number to be Charged

01-3010-0-1110-1000-4300-340-2744

Department/Site Approval

Budget Approval

Date Approved by the Board



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Price Quote

Date 3/21/2022
Quote No. 247819
Acct. No. 03:tr:CA:12214869
Total \$35,000.00
Pricing Expires 6/19/2022

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376

Payment Schedule	Contract Start	Contract End
	7/1/2022	6/30/2023

Site	Description	Comment	End Date	Qty
1. North Elementary School				
	MyPath K-12 Reading and Math Site License		06/30/2023	1
	Professional Development Comprehensive Webinar Package - MyPath - up to 25 educators. Package includes 8 sessions of customer's choice delivered virtually.		06/30/2023	1
	Professional Development Comprehensive Webinar Package - Purpose Prep - up to 25 educators. Package includes 8 sessions of customer's choice delivered virtually.		06/30/2023	1
	Purpose Prep Elem Site License		06/30/2023	1

Subtotal \$35,000.00
Total \$35,000.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <https://www.imaginelearning.com/standard-terms-and-conditions>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

Tracy Unified School District

Signature: [Signature]
Print Name: Susan Hawkins
Title: Assistant Principal
Date: 6/6/22

Imagine Learning Representative

Jesse Tafolla
Account Executive
Cell: 530-760-7043
EMAIL: jesse.tafolla@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 1, 2022
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Hill-Valdivia, Deidre Coordinator of Prevention & Intervention Services	Prevention Services	6/17/2022	Personal
Soto, Karina HR Clerk	HR	5/26/2022	Accepted Personnel Technician for Substitutes

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Miz, Lucymarie Mathematics	KHS	6/9/2022	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
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BACKGROUND:NAME/TITLESITE**CLASSIFIED RETIREMENTS**EFFECTIVE
DATEREASONDiaz, Rodrigo
Maintenance Mechanic

MOT

6/30/2022

Retirement

Gaydosh, Cheryl
Special Ed Para Educator

Bohn

5/30/2022

Retirement

Marian, Thamara
School Site Budget Clerk

SWP

6/30/2022

Retirement

Nunn, Terry
Account Clerk

Finance

8/31/2022

Retirement

BACKGROUND:NAME/TITLE**CLASSIFIED RESIGNATION**SITEEFFECTIVE
DATEREASONAdame, Altagracia
School Site Business Manager

Tracy High

6/30/2022

Personal

Mendez, Gretta
Special Ed Para

McKinley

8/4/2022

Accepted Bilingual
Para PositionNordstedt, Brenda
School Supervision Assistant

Freiler

6/10/2022

Personal

Osmani, Nazifa
IEP Para Educator

Villalovoz

8/4/2022

Accepted Special Ed
Para 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 17, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Acuna, Juan

Finke, Marcia

Soto, Karina

MANAGEMENT/CLASSIFIED CONFIDENTIAL

District Wide
Psychologist (New)
LMP, Class 8, Step A, \$88,181.00
Fund: Special Education

District Wide
Special Ed. Program Specialist (New)
LME, Class 47, Step D, \$130,802.00
Fund: Special Education

Human Resources
Clerk (Replacement)
LMH Class 13, Step D, \$35.28 hr.
Fund: General Fund

BACKGROUND:

Anwar, Fizza

Carbaugh, Michael

CERTIFICATED

Monte Vista Middle School
English Language Arts (Replacement)
"B", Class VI, Step 1, \$63,646.00
Fund: General

West High School (Replacement)

	English (Replacement) "A" Class I, Step 1 \$54,867.00 Fund: General Fund
King, Jennifer	District Wide (Replacement) Curriculum Behavioral Specialist T.O.S.A "B", Class VI, Step 14, \$103,325.00 Fund: Special Education
Lackey, Cameo	Villalovoz Elementary (Replacement) Kindergarten (Replacement) "B" Class VI, Step 4, \$63,647.00 Fund: General Fund
Rodrigues, Leah	McKinley Elementary (Replacement) SDC Preschool (Replacement) "B" Class VI, Step 3, \$67,973.00 Fund: Special Education

BACKGROUND:

CLASSIFIED

Garcia, Sherry	Special Ed Para Educator I (Replacement) Villalovoz 6.5 hours per day Range 24, Step D - \$18.78 per hour Fund: Special Education
Mendez, Gretta	Bilingual Para Educator I (New) McKinley 6 hours per day Range 24, Step D - \$18.78 per hour Fund: Targeted SES
Osmani, Nazifa	Special Ed Para Educator I (Replacement) Villalovoz 6.25 hours per day Range 24, Step E - \$19.67 per hour Fund: Special Education
Willhoit, Davin	Utility Person II (Replacement) MOT 8 hours per day Range 35, Step C - \$23.18 per hour Fund: General Fund

BACKGROUND:

Sauers, Shannon

COACHES

Football – Varsity Assistant Coach
Kimball High
Stipend: \$5514.24

Madison, Robert

Basketball – Boys Frosh Coach
Kimball High
Stipend: \$4239.07

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 15, 2022
RE: **Approve a Variable Term Waiver for Special Education Teacher - Added Authorization in Special Education (AASE); Autism Spectrum**

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

RATIONALE: In reviewing staffing for the 2022-2023 school year, it has been determined that Tracy Unified School District has a need for a Renewed Variable Term Waiver for Special Education RSP/SDC positions.

FUNDING: There is no cost to the District.

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

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

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

DECLARATION

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

Joshua Williams; Williams Middle School; RSP/SDC Mild/Moderate; 6th-8th Grades

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 14, 2022
RE: **Approve School Psychology and School Counselor Unpaid Fieldwork Agreement with CSU East Bay**

BACKGROUND: Tracy Unified School District currently employs students through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for psychologist and school counselor positions within the District. An agreement between CSU Easy Bay and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from June 29, 2022, through December 31, 2027.

RATIONALE: By allowing the students at CSU East Bay this opportunity, the District may expand its pool of potential applicants. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievements of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Psychology and School Counselor Unpaid Fieldwork Agreement with CSU East Bay

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

California State University East Bay
Memorandum of Understanding and Agreement
to Provide Unpaid Student Teaching Placements to University Students
for
School Counseling/School Psychology

This Agreement is between the **Tracy Unified School District** (“District”) and the **California State University, East Bay** (“University”), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students (“Unpaid Interns”) will gain experience in the public school setting. This Agreement applies to unpaid service learning placements for University-enrolled students.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning **June 29, 2022** and ending **December 31, 2027**, unless terminated sooner. Either party may terminate this Agreement on 30 days’ written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

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

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

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Unpaid Intern.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by an Unpaid Intern in the school. University and District agree they will cooperate in any investigation concerning the reported violation. .
4. University will guarantee that Unpaid Interns and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Unpaid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Unpaid Interns' performances in the District's classrooms.
7. University will be responsible for ensuring that Unpaid Interns have appropriate insurance coverage.

UNPAID INTERN RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check/ fingerprint through TUSD at a \$25 non-refundable fee.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Unpaid Intern.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as an Unpaid Intern.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Unpaid Intern will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the internship program. The discussion, transmission, or narration in any form by Unpaid Interns of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the internship program is forbidden except as a necessary part of the practical internship experience. Otherwise, Unpaid Interns shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the internship experience with University, its employees, agents or others.

STATUS OF UNIVERSITY, DISTRICT, AND UNIVERSITY STUDENTS

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

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Unpaid Interns, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement. Additionally, University agrees to maintain insurance per Exhibit 1.

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

University shall provide certificates and endorsements evidencing all coverage referred to in this Section, including Exhibit 1 within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

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

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

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

INDEMNIFICATION

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

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

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.
8. **[District]** is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. **[District]** is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. **[District]**, to the best of its knowledge and belief, 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.

NOTIFICATION

1. Any notice required or permitted to be given by this agreement shall be deemed given when personally delivered to the recipient thereof or when mailed by registered or certified mail, return receipt requested, postage prepaid, to the appropriate recipient thereof, as follows:

A. Notice to **DISTRICT**: Tracy Unified School District
Attn: Antonia Velasco
1875 W. Lowell Ave.,
Tracy, CA 95376
avelasco@tusd.net | 209.830.3200 x1301

B. Notice to **UNIVERSITY**: California State University, East Bay
Sarah Arnett, Budget & MOU Coordinator
Credential Student Service Center
25800 Carlos Bee Blvd
Hayward, CA 94542-3021
510-885-2272 | sarah.arnett@csueastbay.edu

This agreement may 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 hereto, the day and year first above written.

DISTRICT:

TRACY UNIFIED SCHOOL DISTRICT

By _____

Name: Tammy Jalique

Title: Associate Supt. for Human Resources

Date: 06/29/2022

UNIVERSITY:

CALIFORNIA STATE UNIVERSITY, EAST BAY

By _____

Name Robert Williams

Title: Dean, CEAS

Date: _____

By _____

Name: _____

Title: _____

Date: _____

By _____

Name: Greg Jennings

Title: Chair, Educational Psychology

Date: _____

EXHIBIT A

PROGRAM DIRECTORS

The Program Director and the Signee of the Agreement are listed below, with respect to the program, prior to any Student, Faculty member, or Clinical Instructor participating in the Student Training Agreement.

1. UNIVERSITY: Cal State University, East Bay

a. PROGRAM DIRECTOR

Name & Title	Zachary Pietrantonio, Counseling Coordinator
Telephone & Email	zachary.pietrantonio@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd. AE 373D Hayward, CA 94542

CSUEB – Signee Information

Name & Title:	Greg Jennings, Chair, Department of Educational Psychology
Telephone & Email	510-885-2296 greg.jennings@csueastbay.edu
Mailing Address:	25800 Carlos Bee Blvd. AE 366 Hayward, CA 94542

2. SCHOOL DISTRICT: TRACY UNIFIED SCHOOL DISTRICT

a. PROGRAM DIRECTOR

Name & Title:	
Telephone & Email:	
Mailing Address:	

b. School District Signee Information

Name & Title:	
Telephone & Email:	
Mailing Address:	



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 14, 2022
RE: **Approve a Declaration for Provisional Internship Permits**

BACKGROUND: In response to the phasing out of emergency permits, the California Commission on Teacher Credentialing has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for Provisional Internship Permits

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employee the following teachers under a Provisional Internship Permit. The individuals will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible to enroll in an Internship program

Francesca Carrillo; Agriculture; Tracy High School
Richard Wagner; Social Science; Williams Middle School
Salvador Alvarado; Multiple Subject; North School
Luisa Serrato; Education Specialist; Bohn Elementary School

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 11, 2022
RE: Approve Variable Term Waivers for Multiple Subject Teacher(s)

BACKGROUND: For the 2022-2023 school year Tracy Unified School District will request a waiver for Multiple Subject teacher(s). The waiver request is needed to allow the teachers additional time to pass the basic skills requirement, CBEST, exam.

RATIONALE: The District needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2022-2023 school year allowing them additional time to complete the basic skills requirement.

FUNDING: None.

RECOMMENDATION: Approve Variable Term Waivers for Multiple Subject Teacher(s)

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

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

DECLARATION

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

Olga Drobot, Freiler, Kindergarten

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: June 22, 2022
RE: **Approve Employment of 2022 Summer School Staff**

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2022 summer school session. Assignments for the 2022 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

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

FUNDING: Summer School Funding.

RECOMMENDATION: Approve Employment of 2022 Summer School Staff.

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

SUMMER SCHOOL EMPLOYMENT 2022

Last	First	Dates	Rate	Site	Total
Osorio	Rina	06/24-07/1	\$19.67	Freiler	\$590.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associated Supt of Business Services
DATE: June 15, 2022
SUBJECT: Adopt the 2022-23 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 14, 2022, 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 required to meet the three year mandate.

In January of 2022, Governor Newsom proposed the California State Budget for 2022-2023. 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 2021-2022 school year is projected to be adequate to meet the planning obligation for the 2022-23, the 2023-24, and the 2024-25 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 2022-23 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 12, 2022
SUBJECT: Consider Claim 606806

BACKGROUND: On May 25, 2022, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on April 13, 2022.

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

- a. The information provided too date does not indicate the total liability on behalf of the School District.

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

The amount of the claim is noted as being in excess of \$10,000.00.

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

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

RECOMMENDATIONS: Reject Claim No. 606806.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Robert Pecot, Associate Superintendent for Business
DATE: June 17, 2022
SUBJECT: Adopt Resolution No. 21-23 Committed Fund Balance

BACKGROUND: The Governmental Accounting Standards Board (GASB) issued Statement #54 (GASB 54) as guidance for local governments to identify specific uses for fund balances that meet certain criteria. The "commitment of fund balance" is the highest level of fund balance constraint that can be approved by a governing board. Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the "commitment of fund balance."

RATIONALE: The district can experience unexpected costs. The governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures. Adoption of this resolution will provide administration with the authorization necessary to commit funds.

FUNDING: N/A

RECOMMENDATION: Adopt Resolution No. 21-23 Committed Fund Balance.

Prepared by: Reed Call, Director, Financial Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 21-23
Committed Fund Balance**

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, GASB 54 established the category of committed fund balance in February, 2009;

WHEREAS, the purpose of creating the committed fund balance in GASB 54 is to improve financial reporting by providing fund balance categories that will be more easily understood;

WHEREAS, the governing board of the Tracy Unified school district wishes to establish a committed fund balance in the general fund and the special reserve fund for other than capital outlay projects in conformance with GASB 54 and the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the State Board of Education revised their criteria and standards for fiscal solvency for budget and interim financial reports in December 2013;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures,

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce

school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing technology according to the district technology standards;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

- 1. It is hereby determined that the amount of \$17,063,101 is hereby committed from the General Fund.
- 2. It is hereby determined that the amount of \$10,928,563 is hereby committed from the Special Reserve Fund for Other Than Capital Outlay Projects.
- 3. The governing board of the school district reserves the right to modify these committed reserves in the future, by resolution, as the need arises.

PASSED AND ADOPTED, this 28th day of June, 2022, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:	NOES:	ABSENT:	ABSTAIN:
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Attest

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent for Business Services
DATE: June 8, 2022
SUBJECT: **Adopt Resolution #21-22 Authorizing and Defining Names to Sign Orders on School District Funds**

BACKGROUND: Pursuant to Education Code Sections 35161, and 42632 through 42652, the Board of Trustees legally delegates the function of signing of orders on school district funds.

Periodically, the San Joaquin County Office of Education requests an update of the District's authorized signatures whenever there is a change in management staff. At the board meeting of June 23, 2020, the board approved Resolution #19-35, authorizing and/or removing designated employee signatures. Since that time, staffing changes have occurred, resulting in a need to modify the original list.

Pursuant to Education Code Sections 35161, and 42632 through 42652, and as directed by the San Joaquin County Office of Education, a copy of signed Resolution #21-22, authorizing and/or removing designated employee's signatures, will be mailed to their office following the regularly scheduled Board Meeting of June 28, 2022.

RATIONALE: As directed by Education Code Sections 35161, and 42632 through 42652 and at the recommendation and suggestion of the San Joaquin County Office of Education, a periodic update of Tracy Unified School District authorized signatures is necessary.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution # 21-22 Authorizing and Defining Names to Sign Orders on School District Funds.

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



TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 21-22
Resolution Authorizing and Defining Names to Sign Orders on
School District Funds

WHEREAS, pursuant to Sections 35161, and 42632 through 42652, of the Education Code and by resolution, the Board of Trustees of the Tracy Unified School District, appoints as agents, delegates, empowers, and authorizes certain employees of the Tracy Unified School District to sign orders, payroll, payments to vendors, and other official documents on its behalf; and

WHEREAS, by Resolution #19-35, dated June 23, 2020, certain employees were designated and empowered to sign orders on behalf of the Tracy Unified School District,

NOW, THEREFORE BE IT RESOLVED, pursuant to Education Code Sections 35161, and 42632 through 42652, and by Resolution #21-22, the Board of Trustees of the Tracy Unified School District wishes to define, authorize, include and appoint as agents to sign orders and other official documents as needed, including all official federal and state documents on behalf of Tracy Unified School District:

Rob Pecot, Superintendent
Tania Salinas, Associate Superintendent, Business Services
S. Reed Call, Director, Financial Services
Julianna Stocking, Associate Superintendent, Educational Services
Tammy Jalique, Associate Superintendent, Human Resources
Mary Petty, Director, Continuous Improvement
Jaime Quintana, Director, Facilities Development and Planning
Jill Carter, Director, School Business Support Services and Purchasing (Purchase orders only)
Anthony Flores, Director, Maintenance, Operations and Transportation Services (Transportation and Facility Use contracts only)
Brandy Campbell, Director, Food Services (Food Service contracts only)

BE IT FURTHER RESOLVED that a copy of this resolution, duly certified by the Clerk of the Board of the Tracy Unified School District, containing the signatures of the authorized agents, be sent to the San Joaquin County Superintendent of Schools and the Auditor/Controller of San Joaquin County.

PASSED, ADOPTED, AND CERTIFIED THIS 28TH DAY OF JUNE 2022, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



TRACY UNIFIED SCHOOL DISTRICT - VERIFICATION OF AUTHORIZED
SIGNATURES

ROB PECOT, SUPERINTENDENT

TANIA SALINAS, ASSOCIATE SUPERINTENDENT, BUSINESS SERVICES

S. REED CALL, DIRECTOR, FINANCIAL SERVICES

JULIANNA STOCKING, ASSOCIATE SUPERINTENDENT, EDUCATIONAL
SERVICES

TAMMY JALIQUE, ASSOCIATE SUPERINTENDENT, HUMAN RESOURCES

MARY PETTY, DIRECTOR, CONTINUOUS IMPROVEMENT

JAIME QUINTANA, DIRECTOR, FACILITIES DEVELOPMENT AND PLANNING

JILL CARTER, DIRECTOR, SCHOOL BUSINESS SUPPORT SERVICES AND
PURCHASING (Purchase orders only)

ANTHONY FLORES, DIRECTOR, MAINTENANCE, OPERATIONS AND
TRANSPORTATION SERVICES (Transportation and Facility Use contracts only)

BRANDY CAMPBELL, DIRECTOR, FOOD SERVICES (Food Service contracts only)

VERIFICATION: I, Nathalia Hughes Erskine, being duly elected, qualified and acting Clerk of the Board of Trustees of the Tracy Unified School District of the County of San Joaquin, State of California, on penalty of perjury, affirm and verify that the above signatures are, of my own knowledge, the true signatures of said persons.

CLERK
BOARD OF TRUSTEES
TRACY UNIFIED SCHOOL DISTRICT

DATE:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 19, 2022
SUBJECT: Approve the Local Control Accountability Plan (LCAP)

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, 2022.

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 LCAP.

As is required, on June 14, 2022, a 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

RECOMMENDATION: Approve the Local Control Accountability Plan (LCAP)

Prepared by: Ms. 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 9, 2022
SUBJECT: **Approve the Local Control Accountability Plan (LCAP) for Tracy Charter**

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:

- Tracy Charter 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
- Tracy Charter must determine specific metrics and actions to be taken to achieve those goals
- Tracy Charter must use a standard format to report the LCAP plan
- Tracy Charter must solicit input from various stakeholder groups, including school employees, a parent advisory committee, and a separate EL parent advisory committee.
- Tracy Charter 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 Tracy Charter budget prior to submission of the LCAP to the SJCOE no later than July 1, 2022.

RATIONALE: Tracy Charter 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 LCAP.

As is required, on June 14, 2022, a 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 Tracy Charter as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item

RECOMMENDATION: Approve the Local Control Accountability Plan (LCAP) for Tracy Charter.

Prepared by: Zachary Boswell, Ed. D., Director of Curriculum and Accountability, Principal of Tracy Charter.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 14, 2022
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State's content standards and consistent with the curriculum frameworks and the State's cycle of adoptions.

In compliance with Board Policy 6161.1, teachers have been analyzing and evaluating textbooks using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME) adapted for this course. The teacher team selected a program and the Curriculum Council is recommending this program to the Board.

Course(s)	Publisher	Program/Title	Copyright
AP Government	BFW	<i>American Government: Stories of a Nation</i>	2021

RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards of that content area, including the expanded needs of an "enhanced" course
- Instructional methods that actively engage all students all levels of achievement
- Specific, explicit support for students learning English
- Strong support for required shifts in teachers' instruction aligned to the content frameworks

This agenda item meets 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: Funding for the purchase of recommended materials not to exceed \$34,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials.

Prepared by: Debra Schneider, Ph.D.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 15, 2022
SUBJECT: Adopt Revised TITLE IX Board Policies & Administrative Regulations
as Final

BACKGROUND: TUSD was randomly selected for a Tracy High School CTE review with the Office of Civil Rights in February 2022. As a part of this review, specific updates and replacements were requested of our existing TITLE IX Board Policies and Administrative Regulations. These policies are to be adopted with one read to ensure they are implemented prior to the start of the 2022-23 school year.

RATIONALE: To stay in compliance with the Office of Civil Rights, working with our attorney team of Sally Dutcher and Chelsea Tibbs of DWK, there are new and revised Title IX Board Policies and Administrative Regulations. These updates will be made in our 2022-2023 Board Policies/Administrative Regulations Database, Employee Handbooks. 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 Revised TITLE IX Board Policies & Administrative Regulations as attached.

Prepared by: Mary Petty, Director of Student Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 15, 2022
SUBJECT: **Approve updated Board Policy and Administrative Regulation 5141.4
Child Abuse Prevention and Reporting (Second Reading)**

BACKGROUND: The impact of COVID-19 has only exacerbated the number of children and youth who experienced some form of abuse. All district employees must receive updated training and follow all organizational policies and regulations pertaining to mandated reporting.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting to reflect updated laws and language pertaining to mandated reporting.

FUNDING: There is no cost.

RECOMMENDATION: Approve updated Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting. (Second Reading)

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 21, 2022
SUBJECT: **Adopt Tracy Charter School Student Handbook for the 2022-2023 School Year**

BACKGROUND: The Tracy Charter School Handbook was last updated and approved prior to the 2022-23 school year.

RATIONALE: The Tracy Charter School staff has drafted an updated handbook to reflect changes in the program that have taken place over the past two school years.

FUNDING: N/A

RECOMMENDATION: Adopt Tracy Charter School Student Handbook for the 2022-23 School Year.

Prepared by: Zachary Boswell, Director of Curriculum and Accountability.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 21, 2022
SUBJECT: Adopt Tracy Charter School Master Agreement for the 2022-2023 School Year

BACKGROUND: The Tracy Charter School Master Agreement was last updated and approved prior to the 2022-23 school year.

RATIONALE: The Tracy Charter School staff has drafted an updated Master Agreement to reflect changes in the program that have taken place over the past two school years.

FUNDING: N/A

RECOMMENDATION: Adopt Tracy Charter School Master Agreement for the 2022-23 School Year.

Prepared by: Zachary Boswell, Director of Curriculum and Accountability.



Tracy Charter School

Written Master Agreement for Independent Study

2022-2023 School Year

Student Name:

Grade Level:

Student ID #:

DOB:

Address:

City & Zip Code:

Parent Name:

Parent Phone #:

Parent Email:

Student Phone #:

Start Date:

End Date:

Duration of Agreement:

Teacher Assigned:

Objectives: The student will complete the courses assigned in Edgenuity/K-5 Genius by the school counselor (or teacher of record for K-5). All course objectives will be consistent with the established Charter School's board policy and are consistent with Charter School standards as outlined in the Charter School's subject/course descriptions. Courses will be assigned by grade level and/or required for graduation for high school students.

Courses: K-5	6-8	9-12
ELA	English	English
Math	Math	Math (if required)
Science	Science	Science (if required)
Social Studies	History	Social Science (if required)
PE	PE	PE (if required)
Other:	Elective	Elective(s)

MEETINGS

- Students are required to meet with the assigned teacher of record one-on-one online in TEAMS for up to 1 hour each week (please note that parents/caregiver are expected to attend this weekly meeting with their student for students in grades K-3). Days and times for these meetings will be determined during the first week of school with the assigned teacher.
- Students are required to attend any weekly group meetings online in TEAMS (please note that parents/caregiver of students in grades K-3 are expected to attend with their student to assist as needed with technology and/or behavior). Days and times for these meetings will be determined during the first week of school with the assigned teacher.
- These meetings are **Mandatory**. If a student has an emergency, the meeting will have to be rescheduled with the assigned teacher.
- If a student misses 3 weekly meetings, a truancy letter will be mailed home and the Administration will follow up the parent/caregiver.

- If a student has a problem with attendance to these weekly meetings, the student may be asked to meet in person on the Tracy Charter School campus until the end of the current semester.

ATTENDANCE CREDIT

- Students in grades K-12 are required to work at least 30 minutes daily in Edgenuity/K-5 Genius. This will complete the attendance requirement but will not keep a student on pace to complete their coursework. Students will need to work for approximately 5 hours per day to remain on track.
- The daily 30 minutes must be Monday-Friday (this does not include idle time) between the hours of 8 a.m. to 3 p.m. (K-5) or 8:30 a.m. to 3:30 p.m. (6-12) for attendance credit.
- Attendance credit can be earned by completing daily P.E. activity logs (if assigned).
- Attendance credit can be earned by attending the daily/weekly meetings.

METHOD OF STUDY/EVALUATION

Specific methods of study will be designated on the web-based platform Edgenuity/K-5 Genius. Examples of Methods of study for the student will include but are not limited to Computerized Curriculum, Independent Reading, Textbook activities, Problem Solving, Study Projects, Drill & Practice, Web - Internet Research & Library Research.

Methods of Evaluation will be designated on the web-based platform Edgenuity /K-5 Genius. Examples of acceptable methods of evaluation include but are not limited to Quizzes, Tests, Work Samples, Essays, Journals, Projects, CAASPP, Presentations and Labs.

Resources/Supports: *The School will provide appropriate instructional materials and personnel to enable all students to complete the assigned work. Academic, behavioral, and social/emotional support will be made available to all students in Tracy Charter School, and especially for those students who are not performing at grade level.*

TECHNOLOGY

All students are issued a device, case, power cord, and hotspot (if necessary) upon enrollment. ***Personal devices are not supported by ISET and may not be compatible with school curriculum.*** For tech support the first point of contact will be the teacher, students will need to contact the teacher immediately regarding technical issues.

Board Policies:

Independent Study Instructional Requirements

Students are expected to attend regularly scheduled synchronous instruction per grade level as well as complete work in Edgenuity/K-5 Genius.

“Synchronous Instruction” means classroom-style, designated small group or one-on-one instruction delivered in person or in the form of internet or telephonic communications. This involves live, two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student.

1. For students in grades K to 3— synchronous group instruction is at least 60 minutes weekly for all students throughout the school year.
 - Students are expected to work asynchronously approximately 25 hours per week to keep up with the work in their classes.
 - If students fall behind in K-5 Genius for more than two weeks in any of their courses, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will convene for an intervention meeting to determine the best way to move forward for the student.
2. For students in grades 4 to 5—synchronous group instruction is at least 30 minutes daily for all students throughout the school year.
 - Students are expected to work asynchronously approximately 25 hours per week to keep up with the work in their classes.
 - If students fall behind in K-5 Genius for more than two weeks in any of their courses, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will convene for an intervention meeting to determine the best way to move forward for the student.
3. For students in grades 6-12:
 - Tracy Charter School utilizes a web-based curriculum called Edgenuity. Students are required to have a school-issued computer and hotspot (if required). Students are expected to work approximately 25 hours per week to keep up with the work in their classes. It is expected that students will not fall behind in their coursework.
 - If students fall behind (Red Status Bar) in Edgenuity for more than two weeks in any of their classes, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will schedule an intervention meeting to determine the best way to move forward for the student.

Voluntary Statement: *It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.*

ACKNOWLEDGEMENT OF RESPONSIBILITIES

I have read and I understand the terms of this agreement and agree to all provisions set forth.

Student:

Date:

Parent/Guardian/Caregiver:

Date:

Tracy Charter School Teacher:

Date