

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
OCTOBER 11, 2022

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

TUSD board meetings are held in person.

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

TIME: 6:30 PM Closed Session
7:00 PM Open Session

AGENDA

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

3.2 Educational Services:
3.2.1 Finding of Facts: 22/23#16, 22/23#17, 22/23#18
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Reinstatements: AR#22-23/#05, AR#22-23/#06
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 Early Graduation: WHS#10358139
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. Closed Session Issues:

6a Action Taken on Finding of Facts: 22/23#16, 22/23#17, 22/23#18

3.2.1

Action: Motion ____ Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

6b Report Out of Action Taken on Reinstatements: AR#22-23/#05, AR#22-23/#06

3.2.2

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

6c Report Out of Action Taken on Early Graduation: WHS#10358139

3.2.3

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

7. Approve Regular Minutes of September 27, 2022

1-6

Action: Motion ____; Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

8. Student Representative Reports:

8.1 West High FFA; Tracy High FFA: Danielle Francis, Audrianna Alegre

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement:

9.1 Monte Vista Middle School Presentation

9.2 Recognition of Kimball High School student, Kayla Andrew, for being Selected as the 2023 Horatio Alger Association National Scholar

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: None.

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed three (3) 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 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

7-8

- 13.1.2 Ratify Routine Agreements, Expenditures and Notice of Completions 9-10
Which Meet the Criteria for Placement on the Consent Agenda

13.2 Educational Services:

- 13.2.1 Approve Agreement for Contract Services between Faith in Action 11-16
Community Education Services and Louis A. Bohn Elementary School
for the 2022-2023 School Year
- 13.2.2 Approve Agreement with Better Lessons to Provide New Teachers 17-26
with Virtual Support During the 2022-2023 School Year
- 13.2.3 Approve Agreement for Special Contract Services with Consortium on 27-37
Reading Excellence in Education (CORE) During the 2022-2023
School Year
- 13.2.4 Approve Overnight Travel for the West High FFA Officers and 38
Advisors to Attend the Annual Officer Retreat at Camanche Lake
Resort, Ione, CA on June 20-23, 2023
- 13.2.5 Approve Out of State Travel for Educational Services Staff to Attend 39-40
the Learning Forward Annual Conference in Nashville, Tennessee on
December 3-7, 2022
- 13.2.6 Approve Agreement for Additional Services between Faith In Action 41-44
Community Education Services and Kimball High School for the
2022-2023 School Year
- 13.2.7 Approve Purchase of SCUTA for Poet-Christian School to Provide 45-46
License for the 2022-2023 School Year
- 13.2.8 Approve Agreement for Special Contract Services with Better Lessons 47-56
to Provide Classified Staff with Three Virtual Professional
Development Offerings at Buy-Back Day on Friday, January 27, 2023
- 13.2.9 Approve Out of State Travel for Athletic Directors and Director of 57
Students Services to Attend the National Athletic Directors Conference
in Nashville, Tennessee on December 8-13, 2022
- 13.2.10 Approve a Declaration for a Provisional Internship Permit 58-29

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, 60-61
Certificated, and/or Management Employment
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 62-64

- 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 Consider Claim 610739 65
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services: None.

- 14.2.1 Approve the Updated California Expanded Learning Opportunity 66-70
Program/Plan (ELO/ELO-P) for the Tracy Unified School District
(Separate Cover Item)
- Action:** Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

- | | | |
|----------------|--|--------------|
| 14.3.1 | Approve Administrative Intern Agreement with Teachers College of San Joaquin | 71-74 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.2 | Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential | 75-78 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.3 | Approve Tentative Agreements with the California School Employees Association (Separate Cover Item) | 79 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.4 | Approve Tentative Agreements with the Tracy Educators Association (Separate Cover Item) | 80 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.5 | Approve New TSMA Salary Agreement (Separate Cover Item) | 81-82 |
| Action: | Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___. | |
| 14.3.6 | Approve Amendment to Superintendent Contract (Separate Cover Item) | 83-84 |
| 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** October 25, 2022
- 17.2** November 8, 2022
- 17.3** December 13, 2022
- 17.4** January 10, 2023
- 17.5** January 24, 2023

18. Upcoming Events:

- | | | |
|-------------|-----------------------------|-------------------------------|
| 18.1 | October 24, 2022 | No School, P/T Conferences |
| 18.2 | November 11, 2022 | No School, Veteran's Day |
| 18.3 | November 21-25, 2022 | No School, Thanksgiving Break |
| 18.4 | December 19-January 2, 2023 | No School, Winter Break |

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, September 27, 2022**

- 6:30 PM:** 1-3. Vice-President Hoffert called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Blanco, L. Hawkins, Z. Hoffert, S. Kaur, L. Souza
Staff: R. Pecot, T. Salinas, J. Stocking, S. Smith
Absent: A. Alexander
- 7:04 PM** 5. Vice-President Hoffert called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Approve Funding for Reimbursement
3.2.1 per Confidential Settlement Agreement
Action: Vote: Yes-5; No-0; Absent-2 (Alexander, Souza)
6b Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Certificated Management Employee #UC-1311
Action: Vote: Approved. Yes-5; No-0; Absent-2 (Alexander, Souza)
6c Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.2 Classified Employee #UCL-423, Pursuant to Article XXIII
Action: Vote: Approved. Yes-4; No-1 (Hawkins); Absent-2 (Alexander, Souza)
6d Report Out on Action Taken on Consider Unpaid Leave of Absence for
3.3.3 Classified Employee #UCL-424, Pursuant to Article XXIII
Action: Vote: Approved. Yes-5; No-0; Absent-2 (Alexander, Souza)
6e Report Out on Action Taken Consider Unpaid Leave of Absence for
3.3.4 Classified Employee #UCL-425, Pursuant to Article XXIII
Action: Vote: Approved. Yes-5; No-0; Absent-2 (Alexander, Souza)
- Minutes:** 7.1 **Approve Regular Minutes of September 13, 2022.**
Action: Abercrombie, Sousa; **Vote:** Yes-4; No-0; Absent-1 (Alexander); Abstain-2 (Hawkins, Kaur)
7.2 **Approve Regular Minutes of September 20, 2022.**
Action: Abercrombie, Kaur; **Vote:** Yes-5 No-0; Absent-1 (Alexander); Abstain-1 (Hawkins)
- Audience:** Bobbie Etcheverry, Debra Schneider, Dean Reese, Chris Munger, Bill Masylar, Erin Quintana, Susan Hawkins, Mary Petty, Jacqui Nott, Zack Boswell, Jaspreet Kaur, Udayraj Singh, Harnoor Singh, Jasmine Kaur, Eklavya Singh, Harleen Kaur, Gurshan Singh, Gurkirat Singh, Jasleen Kaur, Mahetaab Singh.
- Student Rep Reports:** 8. **Tracy High:** Olivia Orcutt is excited to share this month's updates. A highlight was the AVID program welcome back event. The mission of AVID is to close the opportunity gaps and to provide support to get into college. PSAT testing will take place in October. The Tracy High football team has been on a hot streak. The THS

volleyball team is now 17th in the region. The water polo team, girl's golf and the cross-country teams have all been doing very well. The girl's tennis team is seated in 2nd place. Home coming is next week, and Tracy Plus is the theme. We will have spirit days throughout the week. Everyone is welcome to attend these events, including powder puff game, the night rally, and the home coming parade. Students have been engaged in voting for the club sweethearts, class prince and princesses, and the royal court. Thank you to the board and district for making leadership development day happen. Tracy, West, and Kimball High all got together to collaborate, we learned a lot and are excited to put new ideas into action.

Kimball High: The Kimball High School representatives were unable to attend the meeting.

West High: Lily Banchero and Owen Jackson inform WHS kicked off September with the annual senior sunrise. It was a success, including donuts, friends, and live music. It was an unforgettable morning. The Varsity girls volleyball team has been playing great, they can't wait to see how they do throughout the rest of the year. WHS, THS, and KHS all came together for the leadership workshop at THS. Owen believes the juniors will take the win against the seniors this homecoming season. This year's parade will be great, WHS's theme is music albums, a theme that everyone in the community loves. On September 13th Leadership received a visit from alumni, Dan Arriolla, it was an amazing reminder of the bright futures of the west students. The Wolf Pack community came together this month to celebrate Hispanic Heritage Month with the Mecha Club. There have been spirit days, lunch time events, and performances.

Alternative Ed Campus: Olivia Stephenson is a senior at Stein High School. Stein officially has sports as of this year. They started doing basketball last year. Now they have added volleyball, flag football, softball and have soccer in the works. They have had their first 3-vs-3, teachers vs student, basketball tournament. The teachers won but the students played very well. It was fun to watch and be a part of. Recently in out Physics and Biology science classes have been doing experiments. One example is a using a prism contraption used to retract light to turn them into rainbows. TYAP is the busiest program on campus, they have a Halloween door decorating contest and party coming up, they just had a car wash fundraiser and sold popcorn; both fundraisers were very successful. A Christmas craft fair is being planned, where they will have homemade ornaments, cookies, and decorative clay pots for sale.

Recognition & Presentations:

9.1 South West Park Elementary School Presentation

Trustee Hoffert left the meeting at 7:21 pm

Trustee Hoffert returned to the meeting at 7:23 pm

South West Park Principal, Ramona Soto-Barajas and Assistant Principal, Amanda Bowman, presented a PowerPoint focusing on AdvanceSTEM. It is a pleasure to give all of our students access to STEM and to see the impact on the students and we are looking forward to seeing the results. The Mission Statement of South West Park is to educate, motivate, and support all students to be successful lifelong learners and productive citizens. SWP is the largest elementary school within

TUSD, with a very diverse group of students, three different programs: bilingual, gate, and conventional.

At SWP, Tk – 5th grade students have been engaged and are having a great time doing the different STEM activities. The ILT teachers are a strong group, ready to support the needs of our teachers. The ILT team has created charts to come up with their STEM goal as a school: To create opportunities for students to collaboratively explore, ask questions, solve problems, and make connections to their world. For teacher support, they have grade level collaboration; grade levels meet one day of week to work together and get on the same page throughout their grade level. Professional development is provided by the ILT teams, with workshops before and after school to learn how to integrate with the STEM program. Our staff works hard every day and them want to do the very best for their students.

We wanted to get feedback from our students and asked three different classrooms two questions; “Why do you like STEM?” and “Why is STEM important?”. Answers received included; I like to do stem because it is so fun and we learn at the same time; STEM is important because we can discover, learn, and create things that help us survive and make our lives more easy; I like that, when I do STEM, I learn new things and do activities that have to be about what we are learning; and, STEM shows me that we can learn and study everything and still have more questions and answers. STEM is having an impact across our school and our district. We thank you for your support.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services: None.

**Hearing of
Delegations**

11. Jaspreet Kaur is staff member with the Jakara Movement. Today I want to spotlight some of our amazing khs students. They are on a mission regarding the dangers of fentanyl. Our students have been speaking with administrators since last school year. Thank you to Superintendent Pecot and the KHS administration. We had a great meeting last week, KHS are sharing what they have seen and their experiences with you.

Harleen Kaur is an 11th grader at KHS. She is in leadership, is a junior class officer, and youth advisor commissioner. Narcan is a nasal spray that can save students on campus due to an opioid overdose. We need your support. Narcan on campus can only save lives. Kids as young as 13 can get ahold of fentanyl laced drugs that look like candy. You can overdose by touching this drug. KHS has not yet had an overdoses but this does not mean it cannot happen. This is a growing issue, once it effects the school district, the issue becomes bigger to all of us.

Eklavya Singh is a senior at KHS. CARE is the Jakara Movement Substance Prevention and Education Program that promotes health and wellness. I’ve seen drug use take place across the campus. My peers and I can become a resource for those who are struggling. CARE has taught us about the opioid crisis across the state and the significance of being Narcan certified. We want to ensure our campus is a safe drug-free environment.

Gurshan Singh is a senior at KHS. He has personally witnessed students using vape and other substances almost every day on campus. Narcan is needed on all campuses and there is no excuse not to have it. Recently a student attending an LA high school passed away on campus due to a fentanyl laced pill. Drug dealers are easily able to contact people on social media.

Gurneerat Singh is junior at KHS. Through CARE we have learned about substance such as fentanyl. Due to marketing, it is now hard to distinguish between prescription drugs. There should be more safety mechanisms available. Even if you are not smoking, the smoke in the air can cause overdose. Rainbow fentanyl looks like smarties and is being spread around. We should do whatever it takes to keep students safe.

Jasleen Kaur is a sophomore at KHS. Last year, my peers and I brought this substance abuse to your attention. On September 7th of this year KHS had a fire alarm go off due to someone smoking in the library bathroom. Before one of my peers suffers an opioid overdose, we need Narcan on our campus. Without side effects, Narcan is an opioid agonist which means it blocks the opioid receptors and reverses the symptoms of an opioid overdose. We have support from the San Joaquin County Public Health Department. Narcan should be made available on our campus.

Trustee Kaur left the meeting at 7:38 pm.

Trustee Kaur return to the meeting at 7:39 pm.

Mahetaab Singh is a senior KHS. Some think Narcan will cost a lot of money. It is free and easily obtainable. Narcan should be on campus for safety purposes. Like it or not, the drugs are a major concern. Another misconception among people is that having it can be a liability for administrating Narcan, however the good Samaritan law protects you against any charges. We do not want to lose a fellow classmate due to a mistake.

Udayraj Singh is a senior at KHS. Other members of CARE have spoken about the risks. I see students doing drugs in the classrooms, bathrooms, and parking lot. Drugs can be laced with fentanyl and a small amount is dangerous. We cannot wait for a student to die. We need to take precautions in case of an emergency.

Harnoor Singh is a senior at KHS. I want to emphasis the importance of Narcan on campus. I do not understand why it is difficult to have on campus. It is free and training takes less than an hour. We have passed out flyers over campus. Thank you Principal Masylar and Vice Principal Doyle for being receptive to us and agreeing to arrange a meeting with us to discuss this on-going issue and helping us to take preventative measures so our campus can become a safer learning environment. Thank you Superintendent Pecot and Director of Student Services Noll for offering to speak with us.

Jasmine Kaur is a senior at KHS. Our goal is to put Narcan on campus. We want a safe environment on campus and especially in classrooms. As we see more overdoses across the state, we feel that it is a necessity to have Narcan at all high schools and a kit in every classroom. We need this for emergency purposes when needed.

Public Hearing:	12.1	Administrative & Business Services: None.
	12.2	Educational Services
	12.2.1	Conduct a Public Hearing to Determine Sufficiency of Textbooks and Instructional Materials for the Students of Tracy Unified School District
		Opened public hearing at 7:43 There were no comments. Closed public hearing at 7:44
	12.3	Human Resources: None.

- Consent Items:**
13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1 (Alexander)
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.3 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year
- 13.2 **Educational Services:**
- 13.2.1 Approve Costs Associated with the BookNook Learning Platform, Training and Integration
- 13.2.2 Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluations (IEE's).
- 13.2.3 Approve Master Contract (MC) for Nonpublic, Nonsectarian School Services with Spectrum Center – Antioch Campus for the 2022-2023 School Year
- 13.2.4 Approve Agreement for Contract Services between Sow-A-Seed Community Foundation and Duncan Russell Community Day School/Alternative Education Campus for the 2022-2023 School Year
- 13.2.5 Approve Overnight Travel for the Tracy High School Varsity Girls' Basketball Team to Participate in the Wine Valley Tournament in Napa, CA, December 15-17, 2022
- 13.2.6 Approve Agreement for Contract Services between Faith In Action Community Education Services and West High School for the 2022-23 School Year
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- Action Items:**
- 14.1 **Administrative & Business Services:**
- 14.1.1 Consider Claim 609589
Action: Abercrombie, Souza - Motion to Reject. **Vote:** Yes-6; No-0; Absent-1 (Alexander)
- 14.2 **Educational Services:**
- 14.2.1 Adopt Resolution # 22.03: A Declaration That There Are Sufficient Textbooks and Instructional Materials for the Students of Tracy Unified School District
Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1 (Alexander)

14.3 Human Resources:

14.3.1 Approve Temporary Modification to Calculation of Certificated Substitute Rates of Pay for the 2022-2023 School Year

Action: Abercrombie, Souza. Vote: Yes_6_; No_0_; Absent-1 (Alexander)

14.3.2 Approve Revised Job Description for Facilities Planner

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

14.3.3 Adopt Resolution No. 22-04 Authorizing Teachers to Teach Outside Their Credential Authorizations

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

Board Office

15. To replace Clerk vacancy due to resignation of board member.

15.1 Elect Clerk

Action: Souza, Blanco - Motion to Nominate Abercrombie. Vote: Yes-6; No-0; Absent-1 (Alexander)

Board Reports:

Trustee Hawkins enjoyed listening to the kids about what they are trying to accomplish at their schools. He also likes the direction we are going with STEM.

Trustee Souza gave a welcome to Trustee Hawkins. She is happy to have him here with us. The students are passionate, and she appreciates that. She looks forward to having them work with the district more. The high school kids did a great job tonight, as well as South West Park. She is looking forward to homecomings.

Trustee Kaur gave congratulations to Trustee Hawkins. We cannot comment on the issue but thank you very much to the students for coming. We appreciate you bringing your concerns our way. Thank you for the high school representative presentations, they were a lot of fun.

Trustee Blanco welcomed Trustee Hawkins. She is glad to have him here. She cannot wait to go to Stein to see some sports there, it sounds awesome.

Trustee Abercrombie is excited to hear that Stein is getting involved with the extracurricular activities. He looks forward to stopping by to see this. October 8th will be the next cleanup day. He'll be tackling downtown Tracy. They plan to meet at the Transit Station at 9:00 am.

Trustee Hoffert thinks the students brought up some good points regarding their concerns.

Superintendent Report:

Dr. Pecot welcomes Trustee Hawkins to the school board. Seeing the amount of energy at the gym at Stein, he would like to give a shout out to the teachers for putting in the energy and time to make this happen. He looks forward to meeting with the Jakara club. They said some things we should all really think about. He is looking forward to working with Mr. Masylar and seeing what we can do. Our first home coming is this week at Kimball High School who is playing Manteca Friday night. Kimball does things differently, they have a carnival for home coming. Come out to enjoy the fun, you may get an opportunity to hit Mr. Masylar with water balloons.

Adjourn: 7:52

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 30, 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:

Central Elementary School:

1. Tracy Unified School District/Central Elementary School: From Doners Choose for the value of \$500.00. This donation will benefit the students of Central Elementary School, it is classroom supplies and PE equipment.
2. Tracy Unified School District/Central Elementary School: From Staples for the value of \$845.00. This donation will benefit the students of Central Elementary School, it is classroom supplies.

Art Freiler School:

1. Tracy Unified School District/Art Freiler School: From Art Freiler School Recycling Club for the total amount of \$1437.31 (ck. #3860). This donation will benefit the students of Art Freiler School, it will be used to purchase PE equipment that will be used during recesses and PE classes.

West High School:

1. Tracy Unified School District/West High School: From Robert J. Davies for the amount of \$500.00 (ck. #3523). This donation will benefit West High School's JROTC program.

District Office:

1. Tracy Unified School District/District Office-Prevention Services: From Amazon-TCY5 for the value of \$800.00. This donation will benefit our Prevention Services Department by providing students in need with 13 backpacks filled with school supplies.

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: Tania Salinas, Associate Superintendent for Business Services.



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 20, 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: Tania Salinas, Associate Superintendent for Business Services.

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
October 11, 2022
SUMMARY OF SERVICES

A. Vendor: RJ Flooring Company
Sites: Monte Vista
Item: Contract
Services: Removal and installation of carpet tiles.
Cost: \$15,958.04
Project Funding: Def/Main Fund 14

B. Vendor: Civic Permits
Sites: District-wide
Item: Purchase Order
Services: Annual subscription for the District's Civic Permit Facility Use
software with customer support
Cost: \$5,083.00
Project Funding: General Fund



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 20, 2022
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary 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 Bohn's student population and proven success impacting student behaviors. They will provide 1 behaviorist, 7 hours daily for the remainder of 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 \$110,000.00, funded through Title I carry-over funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-23 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 1 classroom behaviorist to assist and support student behaviors in the classroom and school campus setting. The behaviorist will provide 7 hours of services 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 141 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn 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 \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 110,000. 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 \$ 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 October 12, 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

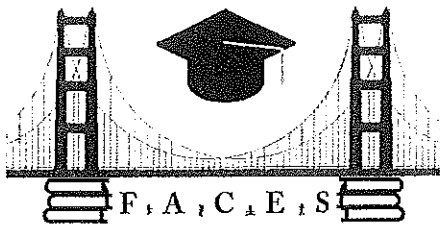
Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Memorandum of Understanding

Between

Faith in Action Community Education Services

And

Louis A. Bohn Elementary School

This Memorandum of Understanding (MOU) sets for the terms and understanding between Faith in Action Community Education Services and to provide Mental Health services, as well as any other services Bohn Elementary School needs that F.A.C.E.S. provides for the 2022-2023 school year.

Background

This partnership is important because F.A.C.E.S. wants to build a relationship and grow with Bohn Elementary School, as a direct service provider as services are needed.

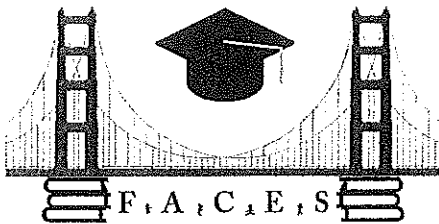
Purpose

This MOU will be set in place to allow Faith in Action Community Education to provide direct Behavior services with one full-time staff on site, at Bohn Elementary School.

Funding

This MOU certifies that services will be provided for 141 days of school at an hourly rate of \$110.00 per hour for a total of 7 hours day. Invoices from F.A.C.E.S will be sent out twice a month on the last day of the month and on the 15th of the month and that payments from Bohn Elementary School will be paid on a net 30-payment term, or one month after invoices have been sent from F.A.C.E.S. billing department. Bohn Elementary School also has the option to make the payment in full if agreed upon by an authorized official from Bohn Elementary School.

401 E. Main Street
Stockton, CA 95202
209.870.0471
info@FACESedu.org
FACESedu.org



Duration

This MOU is at-will and may be modified by any authorized official from Bohn Elementary School. This MOU shall become effective upon signature by the authorized officials from Bohn Elementary School and will remain in effect until modified or terminated by any one of the Authorized officials from Bohn Elementary School or Authorized official from F.A.C.E.S.

Contact Information

Faith in Action Community Education Services

Joshua Brown

CEO

401 E. Main St. Stockton, CA 95202

(209) 870-0471

jbrown.facesed@gmail.com

Bohn Elementary School

Jacqui Nott

350 E. Mount Diablo Tracy, CA 95376

(209) 830-3300

jnott@tusd.net

(F.A.C.E.S. representative signature)
(Partner name, organization, position)

(Bohn Elementary School representative
signature)(Partner name, organization,
position)

Date: _____

Date: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: September 20, 2022
SUBJECT: Approve Agreement with Better Lessons to Provide New Teachers with Virtual Support During the 2022-2023 School Year

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to continue to support new teachers.

RATIONALE: Better Lessons will offer virtual sessions with a library of research-based on-demand courses designed to provide new educators with tools and resources they need to create a student-centered classroom. This online platform would be available during the 2022-2023 school year. These professional development sessions will continue to offer support and continue growth for new teachers. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of new teacher training by Better Lessons for the 2022-2023 school year will not exceed \$14,000. This training cost will be paid by Title II funds.

RECOMMENDATION: Approve Agreement with Better Lessons to Provide New Teachers with Virtual Support During the 2022-2023 School Year.

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



BetterLesson

BetterLesson Inc.

955 Massachusetts Ave.,
Cambridge, MA 02139,
www.betterlesson.com

BetterLesson Professional Learning Order Form

Date: Aug 19, 2022

Prepared By:

Lisa Padilla

Partner: Tracy Unified School District

Quantities and Fees

QTY	Product Name	Notes	List Price	Cost
140	BL Connect	Access to BL Connect Platform	\$100.00	\$14,000.00
TOTAL:				\$14,000.00

Additional Information

1. Term: Jul. 1, 2022 - Jun. 30, 2023
2. Payment Schedule: Net 30
3. Authorized Administrator Signatory:

Customer designates the above individual as its Authorized Administrator Signatory. "Authorized Administrator Signatory" is an authorized representative with the authority to review and agree to all end-user license agreements and terms of use and acknowledge all privacy policies associated with the BetterLesson Coaching subscription service. All access to and use of the BetterLesson Lab Platform subscription service is conditioned upon the review of and agreement to all applicable end-user license agreements and terms of use, and the review and acknowledgement of all applicable privacy policies, including, without limitation, the BetterLesson Coaching Terms and Conditions located below which are incorporated herein by reference, by such authorized representative on behalf of Customer and Authorized Users.

TERMS AND CONDITIONS OF BETTERLESSON SERVICES

This Agreement (i.e., these Terms and Conditions and the Order Form(s) into which these Terms and Conditions are incorporated) is made and entered into as of the Effective Date. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1. **DEFINITIONS.** Capitalized terms shall have the meanings set forth in this section or in the section where they are first used.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any individual who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement including any employee or contractor of Customer.

1.3 "Confidential Information" means all proprietary or confidential information relating to a Disclosing Party that is disclosed or otherwise supplied in confidence to the Receiving Party under this Agreement. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 8.4 or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification

numbers, and dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.6 "Documentation" means the technical materials provided by BetterLesson to Customer in hard copy or electronic form describing the use and operation of the Services.

1.7 "Error" means a reproducible failure of the Services (i.e. and not of a user) to substantially conform to the Documentation.

1.8 "Error Corrections" means bug fixes or workarounds intended to correct Errors in the Services.

1.9 "Order Form" means an order form that is signed by both parties and references these Terms and Conditions.

1.10 "School Year" means, unless specified otherwise in the Order Form, July 1 of a calendar year through June 30 of the following calendar year.

1.11 "Services" means the services ordered by Customer through an Order Form.

1.12 "Customer Content" means any content and information submitted via or in connection with the Service by on behalf of Customer, an Authorized User, or any other end user of the Services.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by BetterLesson as required for use of the Services. The current requirements (if any) are described in the Order Form.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the Fees and compliance with the terms of this Agreement, BetterLesson will provide Customer with access to the Services. Promptly following the Effective Date, BetterLesson shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Access Protocols.

2.2 Hosting. BetterLesson shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require BetterLesson to provide for or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User, or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, BetterLesson grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Services in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Services.

3.2 Restrictions. Customer agrees that they will not, nor will Customer cause or permit any Authorized User or other party to, (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter, or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, transfer, or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services except as permitted by law; or (e) create derivative works based on the Services or Documentation.

3.3 Ownership. Except for the licenses granted by BetterLesson under this Agreement, BetterLesson owns all right, title, and interest (including, but not limited to, all copyright, patent, trademark, and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or

grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, BetterLesson makes such Open Source Software, and BetterLesson modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

4. FEES; CANCELLATION.

4.1 Fees. Customer shall pay BetterLesson the fees set forth in the Order Form (the "**Fees**"). BetterLesson shall invoice Customer for such Fees on the schedule set forth on the Order Form and the amounts set forth in such invoices shall be due from Customer within thirty (30) days of receipt. BetterLesson may change the amount of the Fees for any upcoming Renewal Term provided that BetterLesson provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Customer shall pay interest on any overdue balance at the rate of 1.5% per month or the maximum permitted by law, whichever is less, plus all expenses of collection. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged and borne solely by Customer.

4.2 Cancellation. If, for any reason, BetterLesson must cancel a scheduled session (virtual or in-person) or change a topic for such session after a topic and date/time have been confirmed (a "**Scheduled Session**"), such Scheduled Session shall be rescheduled at a mutually agreeable time at no additional cost to Customer. If such cancellation or change in topic is at the direction of Customer, the Scheduled Session shall be rescheduled at a mutually agreeable time; however, Customer shall be charged a cancellation or change fee set forth in the Order Form if notice of such cancellation occurs after the Change/Cancellation Date. No cancellation or change fee shall be charged to Customer if such change or cancellation is due to a Force Majeure Event. In such case, reasonable efforts will be made to reschedule using the same modality (virtual or in-person); however, in certain instances BetterLesson may convert the modality if it deems such conversion appropriate in its reasonable discretion. Fees paid for undelivered sessions may rollover to future years as set forth on the Order Form.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer hereby grants BetterLesson a non-exclusive, worldwide, royalty-free, fully-paid and transferable license (a) to use the Customer Content as necessary for purposes of providing the Services; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services. As between the parties, Customer owns all right, title, and interest in the Customer Content.

5.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any individual end user, Customer shall have obtained the consent of such end user to contact such end user via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic, or unlawful; (iv) contain any viruses, worms, or other malicious computer programming codes intended to damage BetterLesson's system or data; or (v) otherwise violate any privacy or other right of any third party.

5.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and BetterLesson will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify BetterLesson of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

5.4 Customer Responsibility for Access, Content, and Security. Unless otherwise specified on the Order Form, BetterLesson is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Order Form.

6. WARRANTIES AND DISCLAIMERS

6.1 Limited Warranty. BetterLesson represents and warrants to Customer that the Services will operate free from material Errors during the Term. Provided that Customer notifies BetterLesson in writing of any breach of the foregoing warranty during the Term, BetterLesson shall, as Customer's sole and exclusive remedy, provide commercially reasonable support services and seek to remedy any material error in an appropriate amount of time.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND BETTERLESSON MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BETTERLESSON DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

8. CONFIDENTIALITY; PRIVACY

8.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party

("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.2 Privacy. BetterLesson agrees that its performance of the Services may involve the disclosure of Confidential Student Information by the Customer to BetterLesson. BetterLesson agrees that it will not use or re-disclose Confidential Student Information except in compliance with applicable laws.

8.3 Data Security. BetterLesson agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. BetterLesson shall implement and maintain commercially reasonable administrative, technical, and physical security measures to protect Confidential Information from unauthorized access, disclosure, and use. BetterLesson will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. BetterLesson will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. BetterLesson will cooperate with the Customer to comply with any applicable data breach notification laws.

8.4 Aggregated and De-Identified Data. BetterLesson may use aggregated data and De-Identified Data for product development, research,

marketing, and other purposes. BetterLesson agrees that it shall not attempt to re-identify any aggregated data or De-Identified Data unless such re-identification complies with the terms of this Agreement and applicable law. BetterLesson further agrees that it shall not transfer De-Identified Data or aggregated data to any other party unless that party agrees not to attempt re-identification; provided, however, that BetterLesson may transfer De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets pursuant to Section 11 of this Agreement and its successor may re-identify data to the same extent that BetterLesson may do so pursuant to this Agreement.

8.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, BetterLesson shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that BetterLesson knows it possesses to the extent that destruction is reasonably practicable. BetterLesson shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following a commercially reasonable attempt to return or destroy Confidential Student Information.

9. INDEMNIFICATION

9.1 By BetterLesson. BetterLesson shall indemnify, defend, and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent, or other intellectual property right of a third party, and BetterLesson shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by BetterLesson. If any portion of the Services becomes, or in BetterLesson's opinion is likely to become, the subject of a claim of infringement, BetterLesson may, at its option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to BetterLesson for the remainder of the term then in effect and, upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the

foregoing, BetterLesson shall have no obligation under this Section 9.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by BetterLesson; or (iii) any modification of the Services by any person other than BetterLesson or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Customer and the entire liability of BetterLesson, and any of the officers, directors, employees, shareholders, contractors, or representatives of BetterLesson, for claims and actions described in this Section 9.1.

9.2 By Customer. Customer shall indemnify, defend, and hold harmless BetterLesson against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules, and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and BetterLesson's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from end users, (b) Customer's unauthorized use of Services hereunder, and/or (c) Customer's breach or alleged breach of any of its covenants, representations, or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 9.2 states the sole and exclusive remedy of BetterLesson and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors, or representatives of Customer, for the claims and actions described in this Section 9.2.

9.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the Effective Date and shall continue for the period of time specified in the Order Form (the "Initial Term") unless earlier terminated under Section 10.2. This Agreement shall renew upon the written consent of both parties for the time period set forth in any updated Order Form (each a "Renewal Term"). The Initial Term and the Renewal Terms (if any) are, collectively, the "Term."

10.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within (30) days after its receipt of written notice of such breach.

10.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) BetterLesson shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued before the effective date of termination. Sections 3.3, 5.4, 6, 7, 8, 9, 10.3, 11, and 12 will survive the expiration or termination of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where Customer is located without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement shall exclusively be brought in the state where Customer is located, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in such state. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

12. MISCELLANEOUS. If requested by BetterLesson, Customer agrees to cooperate in good faith with BetterLesson on a press release following execution of this Agreement. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other

party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. These Terms and Conditions, together with the attached Order Form(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Order Form and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Order Form. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets related to this

Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, acts of God, war, terrorism, pandemics or epidemics, strikes, failure of suppliers, fires, floods, or earthquakes. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws. Any notice given under this Agreement shall be in writing and shall be sent via overnight mail by a nationally recognized express delivery service addressed to the address and the signatory set forth above. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Exhibit A – Additional Terms for Coaching and Events

All terms in this Exhibit A are in addition to, and should be interpreted in the context of, the Terms & Conditions set forth in the Agreement and only supersede any provision in the Terms & Conditions if expressly stated herein.

The Terms herein apply to any Coaching and/or Events Services that Customer has purchased.

Coaching Additional Terms:

1. Coaching Term Options

Customer shall select either one of the following coaching packages: (1) Short-Cycle Coaching; (2) Targeted Coaching; or (3) Unlimited Coaching. These packages have the following terms:

- Short-Cycle Coaching – Access to up to four (4) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within three (3) months.
- Targeted Coaching – Access to up to eight (8) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within five (5) months.
- Unlimited Coaching – Access to an unlimited number of Coaching Sessions during the School Year.

A coaching service will be considered delivered to the customer once the first meeting between Customer personnel (e.g., someone receiving coaching) and a coach assigned by BetterLesson occurs. Coaching sessions may have variable length as established at the scheduling of the Coaching Session.

2. Rollover Policy

If some amount of services remain undelivered at the end of a given School Year, the Customer is eligible to rollover up to 10% of the total contracted value to apply as a credit on a contract in the following School Year. To qualify for rollover, the Customer must pay BetterLesson the value of the rollover funds in the School Year during which they were originally contracted and any rollover funds must be used before the end of the following School Year as defined by BetterLesson. For example, if a school purchases \$5000 of sessions, they could be eligible for up to \$500 to be carried over to the next school year provided that they meet the conditions outlined above.

Events Additional Terms:

Event Cancellation Policy: Any cancellation fee associated with an event cancellation fee will be applied *per session*. For example, if an event with 12 sessions happening concurrently are all canceled after the cancellation deadline, the cancellation fee would be applied for each of the 12 sessions.

Participant Limitations: Events (including workshops and learning walks) are limited to the number of participants set forth on the Order Form. BetterLesson does not guarantee space at the event for additional participants and may charge an additional fee for any such additional participants.

Tracy Unified School District

BetterLesson, Inc.

Signature:

Signature:

Matthew Kennard

Name:

Name: Matthew Kennard

Title:

Title: CEO

Date:

Date: 8/19/2022



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: September 20, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Consortium on Reading Excellence in Education (CORE) During the 2022-2023 School Year**

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support literacy in the district.

RATIONALE: The Consortium on Reading Excellence in Education (CORE) will lead a professional development reading academy to offer educators fundamental knowledge in effective standards-aligned and evidence-based reading practices for all learners. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of training by CORE for the 2022-2023 school year will not exceed \$30,000. This training cost will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Consortium on Reading Excellence in Education (CORE) During the 2022-2023 School Year.

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

Exhibit A

Scope of Work # R22-059 Tracy Unified School District

Contact: Erin Quintana Title: Director of Professional Learning
Mailing Address: 1875 W. Lowell Tracy,
CA 95376 Phone: 209-830-3232 x 1551
Email Address: equintana@tusd.net

Services Description

Start Date: Sept. 2022 End Date: May 2023

Item	Service/Material Name	Quantity	Price Per Item	Tax	Shipping	Total
1 Day In Person	Elementary Reading Academy	5	\$4,500			\$22,500
Materials	Teaching Reading Sourcebook; Assessing Reading: Multiple Measures; PRGs; Access to CORE Blending Routines video and CORE Foundational Skills video	32	\$193	\$560	\$614	\$7,350
Total Project Cost						\$29,850

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE **CANNOT** guarantee delivery.

Elementary Reading Academy (1 cohort, in person)

The Reading Academy offers educators fundamental knowledge in effective standards-aligned and evidence-based reading practices for all learners. The Academy also applies these practices to evidence

based textbook series. By taking all five topical sessions, participants gain a comprehensive understanding of the critical components for effective reading instruction

Participant Outcomes

- Identify the standards alignment to evidence-based reading instruction.
- Articulate the research on the essential components of reading instruction and link research to practice.
- Gain clear and explicit models of instructional routines.

Invoicing

CORE's total fee for the work to be performed under this SOW will be \$29,850.

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailing a check:

Consortium on Reaching Excellence in Education, Inc.
548 Market St - PMB 42817, San Francisco CA 94104
Tax ID: 94-3264308

Electronic Payment:

Name of Bank: Wells Fargo
Account Name: Consortium on Reaching Excellence in Education, Inc.
Account Type: Business Checking
ABA Number: 121042882
Account Number: 0053289302

Note: For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

MASTER AGREEMENT FOR SERVICES

This Master Agreement for Services, effective September 22, 2022 (the "Effective Date"), is between Consortium on Reaching Excellence in Education, Inc.[®], with its principal place of business at 548 Market St - PMB 42817, San Francisco CA 94104 ("CORE") and Tracy Unified School District, with its principal place of business at 1875 W. Lowell, Tracy, CA 95376 ("Client") and sets forth the terms and conditions under which CORE will provide services to Client. In consideration of the mutual promises contained herein, Client and CORE agree as follows:

1. **Term.** The term of the this Agreement begins on the Effective Date and continues until terminated by either party or mutual agreement of the parties as set forth in Section 14 below.
2. **Services.**
 - a. CORE will provide the professional services (the "Services") to Client for specific projects that are mutually agreed upon from time to time (each a "Project"). A description of each Project will be set forth on a separate Scope of Work ("SOW") substantially in the form attached hereto as Exhibit A. Each SOW, when executed by an authorized representative of both parties, will constitute a separate agreement and, except for provisions herein which are specifically excluded or modified in such SOW, each such SOW will incorporate therein all of the terms and conditions of this Agreement. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any SOW, the terms and conditions of such SOW will govern.
 - b. Each SOW will, to the extent applicable, contain: (i) a description of the Project and the Services to be performed by CORE; (ii) tasks to be completed by Client and any third parties; (iii) a description of the deliverables to be produced by CORE; (iv) the schedule for completion of each deliverable or stage of a Project; (v) the fees to be paid to CORE for such Services and a payment schedule for fixed-price Projects or an hourly rate for time and materials Projects, and (vi) such additional information as the parties may wish to include.
 - c. During the course of CORE'S performance of any Project, Client may request changes in the Services. CORE will incorporate any such changes provided that the parties execute a change order setting forth the amended scope of work, program specifications, delivery dates and the impact on the compensation to be paid to CORE. If the parties are unable to agree on a change order setting forth the specified information, then the parties may agree to complete the Project according to the original SOW.
3. **Force Majeure.** CORE'S performance hereunder will be excused and the time for performance of the Services will be extended for the duration of any delays caused by the Client or for delays caused by causes beyond the reasonable control of CORE such as fire, floods, strikes, riots, pandemic, epidemic, unavailability of labor or materials or services, process shutdown, acts of God, of terrorism, of war or of the public enemy, or acts or regulation of any governmental agency. Work stoppage or interruptions caused by any of the above may result in additional cost (requiring a change in scope) beyond that identified in CORE's Scope of Work for performance of the Project, entitling CORE to an adjustment to the cost and/or schedule.

4. **Payment for Services and Reimbursement of Expenses.** Payment for Services included on each SOW is due according to the payment schedule outlined in such SOW. Unless specified otherwise in a SOW, all invoices are payable within 30 days of receipt by Client. In the event Client does not pay an invoice when due, CORE has the right to charge a late fee of 1.0% of the outstanding payment due per month starting from the original date the payment was due. Client will reimburse CORE for reasonable out-of-pocket expenses, incurred by CORE and its personnel in connection with its performance of Services. CORE will provide Client with reasonably detailed invoices for such expenses on a monthly basis and Client agrees to pay the total amount shown as due on each invoice within 30 days after receipt thereof.
5. **Additional charges for rescheduling or canceling Services.** Each fully executed SOW represents a firm commitment between Client and CORE for the Services and, where applicable, participant counts agreed upon in a SOW on the dates set forth therein. If Client decides to make one or more changes listed below, the following schedule of additional fees and charges is agreed upon by the parties to this Agreement:
 - a. Canceling or changing any instructor day(s) or reduction of participant count seven (7) or fewer days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to one-hundred percent (100%) of the instruction fees and travel cancellation fees for each instructor day/county so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
 - b. Canceling or changing any instructor day(s) or reduction of participant count between eight (8) and fourteen (14) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to seventy-five percent (75%) of the instruction fees and all travel cancellation fees for each instructor day/count so canceled or changed. This fee will be invoiced within 10 days of the cancellation/change and will be payable upon receipt.
 - c. Canceling or changing any instructor day(s) or reduction of participant count between fifteen (15) and thirty (30) days in advance of the scheduled date(s) agreed upon in Exhibit A (or subsequently confirmed): Client will pay a Cancellation Fee equal to fifty percent (50%) of the instruction fees and all travel cancellation fees for each instructor day so canceled or changed. This fee will be invoiced within 30 days of the cancellation/change and will be payable upon receipt.
6. **Cooperation and Access.** Client agrees to cooperate, as set forth in each SOW, with CORE to the extent necessary for CORE to perform its Services thereunder. If Services are to be delivered at Client facilities, CORE agrees to comply with the Client's applicable rules and regulations regarding safety, security, use and conduct provided CORE has notice of same.
7. **Confidentiality.**
 - a. As used in this Agreement, "Confidential Information" will mean all confidential, proprietary and non-public information and materials owned, possessed or used by either CORE or Client which is at any time so designated by such party orally or in writing as "Confidential" or "Proprietary". In addition, information which (i) would be apparent to a reasonable person, familiar with the disclosing party's business and the industry in which it operates,

that such information is of a confidential or proprietary nature the maintenance of which is important to the disclosing party or (ii) is orally or visually disclosed to the other party or which is not designated in writing as confidential, proprietary or secret at the time of disclosure but within a reasonable time after such disclosure the disclosing party delivers to the receiving party a written document describing such Proprietary Information and referencing the place and date of such disclosure and the names of the employees of the party to whom such disclosure was made, will constitute Confidential Information. Notwithstanding anything herein to the contrary, the terms of this Agreement, and CORE's methodologies, work approaches, techniques, professional development materials (unless otherwise specified therein) and processes constitute CORE Confidential Information without the requirement of designating it as such either orally or in writing.

- b. Confidential Information will not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of the receiving party, (ii) is disclosed to third parties by the disclosing party without restriction on such third parties, (iii) is in the receiving party's possession, without actual or constructive knowledge of an obligation of confidentiality with respect thereto, at or prior to the time of disclosure under this Agreement, (iv) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto, (v) is independently developed by the receiving party without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of the disclosing party.
- c. Each of CORE and Client will hold in confidence and not disclose (except on a confidential basis to its employees, agents, consultants or subcontractors who need to know in connection with the Project and who are bound to preserve the confidentiality thereof) all Confidential Information received from the other party in the same manner and to the same extent as it holds in confidence its own Confidential Information of a similar nature and value, and will not use any such Confidential Information except for purposes contemplated by this Agreement.
- d. Each of CORE and Client will take appropriate action by instruction or agreement with its employees, agents, consultants and subcontractors to satisfy its obligations under this Section 7 and each will be responsible for any breach of this Section 7 by its employees, agents, consultants and subcontractors.
- e. Client agrees that the deliverables provided to Client may be based on CORE's Confidential Information and that the delivery of Services will not impair CORE's right to make, prepare, create, procure or market products or services now or in the future.

8. Indemnification

- a. CORE shall indemnify and fully hold harmless the Client, its officers, employees, and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to persons and/or property, which result from the negligent acts or omission of CORE, its officers, employees, and/or agents in the execution of this Agreement.
- b. Client shall indemnify and fully hold harmless CORE, its officers, employees and agents, from and against any and all claims, actions, damages, judgement, liabilities, costs, including reasonable attorneys' fees or expenses, and including all claims for injuries or damages to

persons and/or property, which result from the negligent acts or omission of Client, its officers, employees, and/or agents in the execution of this Agreement.

9. Standard of Care

- a. While performing Services under a SOW, CORE shall exercise the degree of care and skill ordinarily exercised under similar circumstances by members of the consulting profession performing the kind of services to be performed thereunder.
- b. Except for the warranty set forth in subparagraph a., above, CORE neither makes, nor offers, nor shall CORE be liable to Client for any express, or implied warranties with respect to the performance of Services. Estimates of costs, approvals, recommendations, opinions, and decisions by CORE are made on the basis of CORE's experience, qualifications, and professional judgment and are not guaranteed. Client hereby waives the implied warranties of merchantability and fitness for a particular purpose.

10. Intellectual Property Ownership.

- a. When deliverables have been delivered and fully paid for by Client pursuant to a SOW, CORE acknowledges and agrees that, unless otherwise set forth herein or on a SOW, the Client Materials (defined below) will constitute "works made for hire" for Client within the meaning of the Copyright Act of 1976, as amended, and will be the exclusive property of Client. In consideration of and effective upon CORE's receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, CORE hereby assigns to Client all such rights in the Client Materials. Upon Client's request, CORE agrees to execute any instruments and do all things reasonably necessary by Client in order to further perfect Client's rights in the Client Materials. Client hereby grants to CORE a non-exclusive, royalty free, perpetual license to use, copy, operate, process, modify and sublicense the Client Materials.
- b. Client acknowledges and agrees that CORE retains all right, title and interest in the CORE Materials (defined below). In consideration of and effective upon CORE'S receipt of all payments required hereunder and under the applicable SOW, and subject to the other terms and conditions of this Agreement, SOW hereby grants to Client a non-exclusive, non-transferable, royalty-free, license to use, copy, operate, process and modify CORE Materials solely for use in connection with the Client Materials and solely for the Client's internal educational purposes. Client will limit use of and access to the CORE Materials to such of Client's employees who are directly involved in the utilization of the CORE Materials and/or deliverables internally throughout Client's business and who are bound to preserve the confidentiality thereof.
- c. Notwithstanding anything in this Agreement to the contrary, CORE will be free to use for any purpose any information in intangible form, which may be retained by persons performing the Services such as ideas, concepts, know-how, techniques which do not contain any Client Confidential Information. Nothing herein will prohibit CORE from retaining one copy of the deliverables for its internal archive. CORE materials are protected by copyright. Client agrees to uphold and protect CORE's intellectual property.

- d. "Client Materials" means materials that are created by CORE specifically and uniquely for Client and contained in the final work product delivered to Client under a SOW. "CORE Materials" means all professional development materials and resources (and all enhancements and derivatives thereto), which CORE (i) developed prior to the execution of the applicable SOW and which it uses in the provision of services as part of its business, or (ii) develops during the course of a SOW but which are developed either at CORE'S cost or which are not uniquely applicable to the Client or Client Materials.
11. **Publicity.** Client agrees that CORE has the authority to use its name and logo on its customer lists and provide a general description of Projects. Except as permitted in the immediately preceding sentence or in a SOW, neither party may use the other's name or logo in any marketing materials without such party's prior written consent.
12. **Insurance.** CORE has in effect insurance covering all risks associated with its business in such amounts as are customary in its industry.
13. **Nonsolicitation.** During the performance of Services by CORE hereunder and for 12 months thereafter, Client agrees to not directly or indirectly solicit any of CORE's employees or agents to leave their work with CORE to join Client's organization as an employee or an independent contractor without express written consent of a CORE corporate officer and payment of a "finder's fee" determined by CORE. The foregoing restriction shall not prevent Client from employing or engaging a CORE employee who is responding to a general recruiting solicitation. For purposes of this paragraph, "employee" means current employees or persons employed or engaged by CORE within three months prior to the referenced activity.
14. **Termination.**
- a. Any SOW and all rights granted thereunder may be terminated by either party in the event of a material breach by the other party (the "Defaulting Party") of any of its material obligations under such SOW and failure by the Defaulting Party to remedy such breach within thirty (30) days (or ten (10) days in the event of non-payment by Client) after written notice of such breach is provided to the Defaulting Party. In the event of such termination, neither party will be relieved of any of its obligations incurred prior to such termination and each party will have any and all rights and remedies available to it at law or in equity. Upon termination of any SOW pursuant to this subsection, Client will promptly return to CORE (or, at CORE'S option, destroy and certify in writing to CORE that it has destroyed) the original and all copies of any deliverables in Client's possession for which Client has not paid CORE, including source code, archival copies, compilations, translations, partial copies, updates and modifications, if any, and will delete all copies of such deliverables from its computer libraries or storage facilities.
- b. This Agreement and all SOWs may be terminated, by either party, effective immediately and without notice, in the event of (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership,

insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of a composition of, or any assignment or trust mortgage for the benefit of, creditors. In the event of the Client's dissolution, termination of existence, liquidation, insolvency, appointment of a custodian or receiver or the institution of bankruptcy, receivership, insolvency or other similar proceedings, or the composition of, or assignment of trust mortgage for, the benefit of creditors, then the licenses granted under this Agreement and any SOWs will be forfeited and returned to CORE.

- c. All provisions that reasonably should survive termination of this Agreement or a SOW shall survive and any accrued rights to payment and remedies for breach of this Agreement will survive, in accordance with their terms, the completion of CORE's Services hereunder and the expiration or termination of this Agreement or any SOW.
15. **Disputes.** Any dispute or claim arising out of or relating to this Agreement or any SOW will be resolved in accordance with the Dispute Resolution Process set forth in this Section. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, will be settled as follows: Members of the senior management of both Parties will meet to attempt to resolve such disputes. If a dispute cannot be resolved within ten (10) business days, either party may make a written demand for mediation. Within thirty (30) days after such written notification, the parties will meet for one (1) day with an impartial mediator. The costs and expenses of the mediator will be shared equally by the parties. If the dispute is not resolved by mediation, the dispute will be settled by binding arbitration conducted in accordance with the JAMS procedures pursuant to its Streamlined Arbitration Rules and Procedure, by a single arbitrator, in Oakland, CA. The arbitrator will be selected as provided in the Streamlined Arbitration Rules and Procedure. The arbitrator may not award non-monetary or equitable relief of any sort. The arbitrator will have no power to award damages inconsistent with this Agreement. No discovery will be permitted in connection with the arbitration unless it is expressly authorized by the arbitrator upon a showing of substantial need by the Party seeking discovery. All aspects of the arbitration will be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements. Before making any such disclosure, a Party will give written notice to all other parties and will afford such parties a reasonable opportunity to protect their interests. The result of the arbitration will bind the Parties, and judgment on the arbitrator's award may be entered in any court having jurisdiction. Each Party will bear its own costs of the arbitration. The fees and expenses of the arbitrator will be shared equally by the Parties.
16. **Remedies.** Because a breach of any obligations set forth in Sections 7, 8 and 11 will irreparably harm either party and substantially diminish the value of each party's proprietary rights in the deliverables or its Confidential Information, Client and CORE agree that if either party breaches any of its obligations thereunder, the other party will, without limiting its other rights or remedies, be entitled to equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that a party need not invoke the dispute resolution procedures set forth in Section 13 in order to seek injunctive or declaratory relief.

17. **Limitation of Liability.** IN NO CASE WILL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS AGREEMENT, WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED IN THE AGGREGATE, FOR CORE, THE ACTUAL PAYMENTS RECEIVED BY CORE UNDER THE SOW TO WHICH THE CLAIM RELATES AND, FOR CLIENT, THE AMOUNTS REQUIRED TO BE PAID UNDER SUCH SOW. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS AGREEMENT OR ANY SOW, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

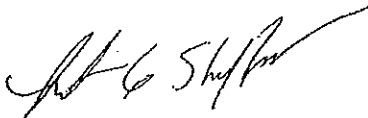
18. **Miscellaneous**

- a. This Agreement and all fully executed SOWs constitute the entire agreement between CORE and Client with respect to the subject matter hereof and supersedes any and all other agreements, understandings, promises and negotiations, either oral or written, between the parties hereto with respect to the rendering of Services by CORE for Client including any terms included on Client purchase orders. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other contract, statement, or promise not contained in this contract shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed both parties.
- b. This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws. Venue shall lie in Alameda County, California.
- c. CORE retains the right to retract any SOW if not duly executed by Client within 21 days of the effective date, and/or 21 days or less prior to first service date.
- d. In the event that any provision of this Agreement or any SOW is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Agreement or such SOW did not contain the particular provisions held to be unenforceable and the unenforceable provisions will be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision.
- e. Neither this Agreement, any SOW or any rights or licenses granted hereunder may be assigned, delegated or subcontracted by any party without the written consent of the other party, except that (i) a party may assign and transfer this Agreement and any SOW and its rights and obligations hereunder and thereunder to any third party which succeeds to substantially own all of its business and assets or assign or transfer any rights to receive payments hereunder, and (ii) CORE may subcontract its obligations hereunder to any parent organization or any wholly-owned subsidiaries of CORE or third party service providers, provided that CORE remains primarily liable to Client hereunder.
- f. The parties hereto are independent contractors. Nothing herein will be deemed to constitute either party as the representative, agent, partner or joint venture of the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by its duly authorized representative as of the Effective Date and agrees that an electronic signature of a duly authorized representative constitutes a valid signature for such party.

CONSORTIUM ON REACHING EXCELLENCE
IN EDUCATION, INC.

CLIENT

Signature: 	Signature:
Name: Robert Sheffield	Name:
Title: President	Title:
Date: 9/22/2022	Date:
Tax ID: 94-3264308	Tax ID:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 23, 2022
SUBJECT: Approve Overnight Travel for the West High FFA Officers and Advisors to Attend the Annual Officer Retreat at Camanche Lake Resort, Ione, CA on June 20-23, 2023

BACKGROUND: This is the annual retreat where the new officers are trained how to run the program. Officers and advisors participate in traveling to industry tours and participate in leadership building activities. They also plan the calendar of events for the entire year.

RATIONALE: This is an opportunity for new officers to learn the ropes of leadership, planning and execution for the FFA program. This is an intense time of preparation so that advisors and students know their various roles and have solid plans for the new school year. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging, staff meals, mileage and transportation costs will total approximately \$2,597.00, to be paid by the AIG (Ag. Incentive Grant), CTE, and West ASB.

RECOMMENDATION: Approve Overnight Travel for the West High FFA Officers and Advisors to Attend the Annual Officer Retreat at Camanche Lake Resort, Ione, CA on June 20-23, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 29, 2022
SUBJECT: Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in Nashville, Tennessee on December 3-7, 2022

BACKGROUND: Learning Forward's Annual Conference is a national conference designed to promote professional learning that advances educator and student performance. The annual conference is designed to provide a hands-on approach to professional learning with keynote speakers and concurrent sessions that will develop new knowledge, hone existing skills and challenge current practices; and introduce new tools to apply immediately to our work with teachers and students. These workshops will support the Educational Services Department in the continual development of a system of effective professional development and in measuring the impact of this professional learning on teacher practice and student outcomes.

RATIONALE: The Educational Services Department is charged with developing and supporting the professional learning for all instructional leaders and teachers in Tracy Unified. The Learning Forward sessions will support the Educational Services Team in learning together how to address the challenges within our current system; how to measure the impact of professional learning on teacher practice and student outcomes; and how to increase the coherence and relevance of professional development, including how to strategically abandon initiatives that dilute or distract from the district's focus. This agenda item supports all three District Strategic Goals: #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; #2 Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The conference cost will total \$33,089.60 for 10 attendees and includes conference registration, lodging, transportation, and some meal costs. Lunches are included in the conference. Costs will be paid from District Title I Funds.

RECOMMENDATION: Approve Out of State Travel for Educational Services Staff to Attend the Learning Forward Annual Conference in Nashville, Tennessee on December 3- 7, 2022.

PREPARED BY: Julianna Stocking, Associate Superintendent of Educational Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 28, 2022
SUBJECT: Approve Agreement for Additional 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 diverse behaviorist counselors who represent our student population and proven success impacting student behaviors. They will provide one behaviorist for a total of 7 hours three times a week beginning October 12th, 2022 and continuing through the end of the school year. There is no cap on the number of students they can service. They will provide classroom and campus support through intervention, incidental teaching, and behaviors modification. This aligns with Strategic goal #3....

FUNDING: FACES will be paid \$110 per hour, for 7 hours per day, for 86 days at a cost of \$66,220.00. This will be funded through ELOG funds.

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

PREPARED BY: Bill Maslyar, 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 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 a classroom behaviorist to assist and support behaviors in the classroom setting

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 ⁸⁶ () [] 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 \$ 66,220.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a [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 October-12,2022, 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, Bill Maslyar, 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:

Joshua Brown Digitally signed by Joshua Brown
Date: 2022.09.09 13:08:23 -07'00' CEO

Contractor Signature

Title

83-0818579

IRS Identification Number

CEO

Title

401 E. Main street, Stockton CA, 95202

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. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 27, 2022
SUBJECT: Approve Purchase of SCUTA for Poet-Christian School to
Provide License for the 2022-2023 School Year

BACKGROUND: With the addition of a full-time counselor at Poet-Christian 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 \$470.00, will be paid from A-G Improvement Grant.

RECOMMENDATION: Approve Purchase of SCUTA for Poet-Christian School to Provide License for the 2022-2023 School Year.

Prepared by: Steven Wichman, Poet-Christian School Principal.

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

Attn : Jaskaran Batther
School Counselor
jbatther@tusd.net
(209) 830-3325
Tuesday, 27th September 2022

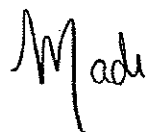
Thank you for the opportunity to quote SCUTA. Your Quote# may also be used to expedite your purchase.

Quote

Licensing Period: 9/27/22 - 8/1/23	Quantity	Annual Cost	Total
SCUTA Pro	0	\$150	\$0.00
SCUTA Max	1	\$225	\$225.00
+ Outlook	1	\$95	\$95.00
+ Google Calendar	0	\$75	\$0.00
+ Appointments	0	\$50	\$0.00
+ ISCA Model 2.0	0	\$50	\$0.00
+ RAMP	1	\$100	\$100.00
+ Survey	1	\$50	\$50.00
Total Amount			\$470.00
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
Total Amount Due			\$470.00

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)

Single/Sole Source document: Single/Sole Source

Download our W9: zLabs-SCUTA-W9

See SCUTA tutorials: <https://myscuta.com/app/videoTutorials>

Our Privacy policy: <https://www.myscuta.com/privacy>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: September 20, 2022
SUBJECT: Approve Agreement for Special Contract Services with Better Lessons to Provide Classified Staff with Three Virtual Professional Development Offerings at Buy-Back Day on Friday, January 27, 2023

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support Para Educators. Starting in the 2021-2022 school year during Buy- Back day, classified staff have had the opportunity to participate in professional development.

RATIONALE: Better Lessons will lead three virtual professional development sessions for classified employees. Better Lessons will provide three professional development sessions to select from on Friday, January 27, 2023 at the District Buy-Back Day. These three professional development sessions will continue to offer support and continue growth for classified employees. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of training by Better Lessons for the 2022-2023 school year will not exceed \$4,500. This training cost will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Better Lessons to Provide Classified Staff with Three Virtual Professional Development Offerings at Buy-Back Day on Friday, January 27, 2023.

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



BetterLesson Inc.
955 Massachusetts Ave.,
Cambridge, MA 02139,
www.betterlesson.com

BetterLesson Professional Learning Order Form

Date: Aug 19, 2022

Prepared By:
Lisa Padilla

Partner: Tracy Unified School District
Erin Quintana, Director of Professional Learning
and Curriculum

Quantities and Fees

QTY	Product Name	Notes	List Price	Cost
3	Virtual Workshop	Topic, 2 hours, up to 20 participants	\$2,000.00	\$4,500.00
TOTAL:				\$4,500.00

Additional Information

1. Term: Jul. 1, 2022 - Jun. 30, 2023
2. Payment Schedule: Net 30
3. Authorized Administrator Signatory:
Erin Quintana, Director of Professional Learning and Curriculum

Customer designates the above individual as its Authorized Administrator Signatory. "Authorized Administrator Signatory" is an authorized representative with the authority to review and agree to all end-user license agreements and terms of use and acknowledge all privacy policies associated with the BetterLesson Coaching subscription service. All access to and use of the BetterLesson Lab Platform subscription service is conditioned upon the review of and agreement to all applicable end-user license agreements and terms of use, and the review and acknowledgement of all applicable privacy policies, including, without limitation, the BetterLesson Coaching Terms and Conditions located below which are incorporated herein by reference, by such authorized representative on behalf of Customer and Authorized Users.

TERMS AND CONDITIONS OF BETTERLESSON SERVICES

This Agreement (i.e., these Terms and Conditions and the Order Form(s) into which these Terms and Conditions are incorporated) is made and entered into as of the Effective Date. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

1. DEFINITIONS. Capitalized terms shall have the meanings set forth in this section or in the section where they are first used.

1.1 "Access Protocols" means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer to access the Services.

1.2 "Authorized User" means any individual who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement including any employee or contractor of Customer.

1.3 "Confidential Information" means all proprietary or confidential information relating to a Disclosing Party that is disclosed or otherwise supplied in confidence to the Receiving Party under this Agreement. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 8.4 or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

1.4 "Confidential Student Information" means information that personally identifies a student who is enrolled or was previously enrolled at the Customer's institution. This term includes the student's name, the name of the student's parents or family members, the student's (or student's family's) address, telephone number, email address, date of birth, place of birth, mother's maiden name, grades, financial information, social security number (or other governmental identification number), biometric information, and other information that alone or in combination would reasonably allow a person or entity to identify the student with reasonable certainty. Confidential Student Information does not include any information regarding persons who do not enroll at the Customer's institution.

1.5 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification

numbers, and dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

1.6 "Documentation" means the technical materials provided by BetterLesson to Customer in hard copy or electronic form describing the use and operation of the Services.

1.7 "Error" means a reproducible failure of the Services (i.e. and not of a user) to substantially conform to the Documentation.

1.8 "Error Corrections" means bug fixes or workarounds intended to correct Errors in the Services.

1.9 "Order Form" means an order form that is signed by both parties and references these Terms and Conditions.

1.10 "School Year" means, unless specified otherwise in the Order Form, July 1 of a calendar year through June 30 of the following calendar year.

1.11 "Services" means the services ordered by Customer through an Order Form.

1.12 "Customer Content" means any content and information submitted via or in connection with the Service by on behalf of Customer, an Authorized User, or any other end user of the Services.

1.13 "Supported Environment" means the minimum hardware, software, and connectivity configuration specified from time to time by BetterLesson as required for use of the Services. The current requirements (if any) are described in the Order Form.

2. PROVISION OF SERVICES

2.1 Access. Subject to Customer's payment of the Fees and compliance with the terms of this Agreement, BetterLesson will provide Customer with access to the Services. Promptly following the Effective Date, BetterLesson shall provide to Customer the necessary passwords, security protocols and policies, and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Access Protocols.

2.2 Hosting. BetterLesson shall, at its own expense, provide for the hosting of the Services, provided that nothing herein shall be construed to require BetterLesson to provide for or bear any responsibility with respect to any telecommunications or computer network hardware required by Customer, any Authorized User, or any other user to provide access from the Internet to the Services.

3. INTELLECTUAL PROPERTY

3.1 License Grant. Subject to the terms and conditions of this Agreement, BetterLesson grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term solely for Customer's internal business purposes and in accordance with the limitations (if any) set forth in the Order Form, (a) to access and use the Services in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer's use of the Services.

3.2 Restrictions. Customer agrees that they will not, nor will Customer cause or permit any Authorized User or other party to, (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter, or translate the Services or Documentation; (c) sublicense, lease, rent, loan, distribute, transfer, or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure, or organization) of the Services except as permitted by law; or (e) create derivative works based on the Services or Documentation.

3.3 Ownership. Except for the licenses granted by BetterLesson under this Agreement, BetterLesson owns all right, title, and interest (including, but not limited to, all copyright, patent, trademark, and trade secret rights) in and to the Services and Documentation.

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or

grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, BetterLesson makes such Open Source Software, and BetterLesson modifications to that Open Source Software, available by written request at the notice address specified on the Order Form.

4. FEES; CANCELLATION.

4.1 Fees. Customer shall pay BetterLesson the fees set forth in the Order Form (the "**Fees**"). BetterLesson shall invoice Customer for such Fees on the schedule set forth on the Order Form and the amounts set forth in such invoices shall be due from Customer within thirty (30) days of receipt. BetterLesson may change the amount of the Fees for any upcoming Renewal Term provided that BetterLesson provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Customer shall pay interest on any overdue balance at the rate of 1.5% per month or the maximum permitted by law, whichever is less, plus all expenses of collection. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged and borne solely by Customer.

4.2 Cancellation. If, for any reason, BetterLesson must cancel a scheduled session (virtual or in-person) or change a topic for such session after a topic and date/time have been confirmed (a "**Scheduled Session**"), such Scheduled Session shall be rescheduled at a mutually agreeable time at no additional cost to Customer. If such cancellation or change in topic is at the direction of Customer, the Scheduled Session shall be rescheduled at a mutually agreeable time; however, Customer shall be charged a cancellation or change fee set forth in the Order Form if notice of such cancellation occurs after the Change/Cancellation Date. No cancellation or change fee shall be charged to Customer if such change or cancellation is due to a Force Majeure Event. In such case, reasonable efforts will be made to reschedule using the same modality (virtual or in-person); however, in certain instances BetterLesson may convert the modality if it deems such conversion appropriate in its reasonable discretion. Fees paid for undelivered sessions may rollover to future years as set forth on the Order Form.

5. CUSTOMER CONTENT AND RESPONSIBILITIES

5.1 License; Ownership. Customer hereby grants BetterLesson a non-exclusive, worldwide, royalty-free, fully-paid and transferable license (a) to use the Customer Content as necessary for purposes of providing the Services; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services. As between the parties, Customer owns all right, title, and interest in the Customer Content.

5.2 Customer Warranty. Customer represents and warrants that (a) prior to using the Services in connection with any individual end user, Customer shall have obtained the consent of such end user to contact such end user via the Services in such form as required to comply with applicable law; (b) that its use of the Services will otherwise comply with all applicable laws; and (c) the Customer Content shall not (i) infringe any copyright, trademark, or patent right; (ii) misappropriate any trade secret; (iii) be deceptive, libelous, obscene, pornographic, or unlawful; (iv) contain any viruses, worms, or other malicious computer programming codes intended to damage BetterLesson's system or data; or (v) otherwise violate any privacy or other right of any third party.

5.3 Authorized User Access. Customer may permit any Authorized Users to access and use the features and functions of the Services as contemplated by this Agreement. User IDs cannot be shared or used by more than one Authorized User at a time. Customer is solely responsible for maintaining the confidentiality of Access Protocols and BetterLesson will not be liable for any activities undertaken by anyone using Customer's Access Protocols. Customer will immediately notify BetterLesson of any unauthorized use of its Access Protocols or any other breach of security relating to the Services known to Customer.

5.4 Customer Responsibility for Access, Content, and Security. Unless otherwise specified on the Order Form, BetterLesson is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Order Form.

6. WARRANTIES AND DISCLAIMERS

6.1 Limited Warranty. BetterLesson represents and warrants to Customer that the Services will operate free from material Errors during the Term. Provided that Customer notifies BetterLesson in writing of any breach of the foregoing warranty during the Term, BetterLesson shall, as Customer's sole and exclusive remedy, provide commercially reasonable support services and seek to remedy any material error in an appropriate amount of time.

6.2 Disclaimer. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS MADE FOR THE BENEFIT OF CUSTOMER ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND BETTERLESSON MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. BETTERLESSON DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

7. LIMITATION OF LIABILITY. EXCLUDING EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN IN RESPECT OF THIRD-PARTY CLAIMS, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR OTHER INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST DATA) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS PERFORMANCE HEREUNDER AND (B) IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER AS A RESULT OF ANY CLAIM ARISING UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH CLAIM IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY CUSTOMER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE ACT OR OMISSION GIVING RISE TO SUCH CLAIM. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO CUSTOMER.

8. CONFIDENTIALITY; PRIVACY

8.1 Confidentiality. During the Term, each party ("Disclosing Party") may provide the other party

("Receiving Party") with Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Disclosing Party's Confidential Information to Authorized Users (with respect to Customer as Receiving Party) or to those employees who have a need to know such Confidential Information to perform the Receiving Party's obligations or exercise the Receiving Party's rights under this Agreement and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon the expiration or termination of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party shall provide to the Disclosing Party a written affidavit certifying compliance with this sentence.

8.2 Privacy. BetterLesson agrees that its performance of the Services may involve the disclosure of Confidential Student Information by the Customer to BetterLesson. BetterLesson agrees that it will not use or re-disclose Confidential Student Information except in compliance with applicable laws.

8.3 Data Security. BetterLesson agrees that it will store and process Confidential Information, including Confidential Student Information, in accordance with customary industry standards. BetterLesson shall implement and maintain commercially reasonable administrative, technical, and physical security measures to protect Confidential Information from unauthorized access, disclosure, and use. BetterLesson will conduct periodic risk assessments and remediate identified material security vulnerabilities in a commercially reasonable manner. BetterLesson will have a written data breach response plan and will take commercially reasonable steps to notify the Customer once it becomes aware of a data breach known to involve, or likely involving, Customer Confidential Information. BetterLesson will cooperate with the Customer to comply with any applicable data breach notification laws.

8.4 Aggregated and De-Identified Data. BetterLesson may use aggregated data and De-Identified Data for product development, research,

marketing, and other purposes. BetterLesson agrees that it shall not attempt to re-identify any aggregated data or De-Identified Data unless such re-identification complies with the terms of this Agreement and applicable law. BetterLesson further agrees that it shall not transfer De-Identified Data or aggregated data to any other party unless that party agrees not to attempt re-identification; provided, however, that BetterLesson may transfer De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets pursuant to Section 11 of this Agreement and its successor may re-identify data to the same extent that BetterLesson may do so pursuant to this Agreement.

8.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, BetterLesson shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that BetterLesson knows it possesses to the extent that destruction is reasonably practicable. BetterLesson shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following a commercially reasonable attempt to return or destroy Confidential Student Information.

9. INDEMNIFICATION

9.1 By BetterLesson. BetterLesson shall indemnify, defend, and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent, or other intellectual property right of a third party, and BetterLesson shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by BetterLesson. If any portion of the Services becomes, or in BetterLesson's opinion is likely to become, the subject of a claim of infringement, BetterLesson may, at its option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to BetterLesson for the remainder of the term then in effect and, upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the

foregoing, BetterLesson shall have no obligation under this Section 9.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or data not supplied by BetterLesson; or (iii) any modification of the Services by any person other than BetterLesson or its authorized agents. This Section 9.1 states the sole and exclusive remedy of Customer and the entire liability of BetterLesson, and any of the officers, directors, employees, shareholders, contractors, or representatives of BetterLesson, for claims and actions described in this Section 9.1.

9.2 By Customer. Customer shall indemnify, defend, and hold harmless BetterLesson against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules, and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation its provision and BetterLesson's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from end users, (b) Customer's unauthorized use of Services hereunder, and/or (c) Customer's breach or alleged breach of any of its covenants, representations, or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 9.2 states the sole and exclusive remedy of BetterLesson and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors, or representatives of Customer, for the claims and actions described in this Section 9.2.

9.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the foregoing: (a) the indemnified party shall promptly notify the indemnifying party in writing of any threatened or actual claim or suit, provided, however, that failure to give prompt notice will not relieve the indemnifying party of any liability hereunder (except to the extent the indemnifying party has suffered actual material prejudice by such failure); (b) the indemnifying party shall have sole control of the defense or settlement of any claim or suit; and (c) the indemnified party shall (at the indemnifying party's expense) reasonably cooperate with the indemnifying party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION

10.1 Term. This Agreement commences on the Effective Date and shall continue for the period of time specified in the Order Form (the "Initial Term") unless earlier terminated under Section 10.2. This Agreement shall renew upon the written consent of both parties for the time period set forth in any updated Order Form (each a "Renewal Term"). The Initial Term and the Renewal Terms (if any) are, collectively, the "Term."

10.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party materially breaches this Agreement and fails to cure such breach within (30) days after its receipt of written notice of such breach.

10.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) BetterLesson shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued before the effective date of termination. Sections 3.3, 5.4, 6, 7, 8, 9, 10.3, 11, and 12 will survive the expiration or termination of this Agreement.

11. GOVERNING LAW AND VENUE. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where Customer is located without reference to conflicts of laws principles. Both parties expressly agree that any action relating to this Agreement shall exclusively be brought in the state where Customer is located, and both parties irrevocably consent to the jurisdiction of the state and federal courts located in such state. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any such court. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

12. MISCELLANEOUS. If requested by BetterLesson, Customer agrees to cooperate in good faith with BetterLesson on a press release following execution of this Agreement. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other

party. Neither party is authorized to enter into any contractual commitment on behalf of the other party. These Terms and Conditions, together with the attached Order Form(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Order Form and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Order Form. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation, or sale of substantially all of its assets related to this

Agreement, provided it promptly notifies the non-assigning party in writing of the assignment and the assignee agrees in writing to be bound by the terms of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control (a "**Force Majeure Event**"), including, but not limited to, acts of God, war, terrorism, pandemics or epidemics, strikes, failure of suppliers, fires, floods, or earthquakes. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws. Any notice given under this Agreement shall be in writing and shall be sent via overnight mail by a nationally recognized express delivery service addressed to the address and the signatory set forth above. There are no third-party beneficiaries to this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

Exhibit A – Additional Terms for Coaching and Events

All terms in this Exhibit A are in addition to, and should be interpreted in the context of, the Terms & Conditions set forth in the Agreement and only supersede any provision in the Terms & Conditions if expressly stated herein.

The Terms herein apply to any Coaching and/or Events Services that Customer has purchased.

Coaching Additional Terms:

1. Coaching Term Options

Customer shall select either one of the following coaching packages: (1) Short-Cycle Coaching; (2) Targeted Coaching; or (3) Unlimited Coaching. These packages have the following terms:

- Short-Cycle Coaching – Access to up to four (4) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within three (3) months.
- Targeted Coaching – Access to up to eight (8) Coaching Sessions. Customer may begin the series of Coaching Sessions at any time during the School Year, and Coaching Sessions must be completed prior to the end of the School Year. After receiving access to register for coaching, Customer must complete all other Coaching Sessions within five (5) months.
- Unlimited Coaching – Access to an unlimited number of Coaching Sessions during the School Year.

A coaching service will be considered delivered to the customer once the first meeting between Customer personnel (e.g., someone receiving coaching) and a coach assigned by BetterLesson occurs. Coaching sessions may have variable length as established at the scheduling of the Coaching Session.

2. Rollover Policy

If some amount of services remain undelivered at the end of a given School Year, the Customer is eligible to rollover up to 10% of the total contracted value to apply as a credit on a contract in the following School Year. To qualify for rollover, the Customer must pay BetterLesson the value of the rollover funds in the School Year during which they were originally contracted and any rollover funds must be used before the end of the following School Year as defined by BetterLesson. For example, if a school purchases \$5000 of sessions, they could be eligible for up to \$500 to be carried over to the next school year provided that they meet the conditions outlined above.

Events Additional Terms:

Event Cancellation Policy: Any cancellation fee associated with an event cancellation fee will be applied *per session*. For example, if an event with 12 sessions happening concurrently are all canceled after the cancellation deadline, the cancellation fee would be applied for each of the 12 sessions.

Participant Limitations: Events (including workshops and learning walks) are limited to the number of participants set forth on the Order Form. BetterLesson does not guarantee space at the event for additional participants and may charge an additional fee for any such additional participants.

Tracy Unified School District

BetterLesson, Inc.

Signature:

Signature:

Matthew Kennard

Name:

Name: Matthew Kennard

Title:

Title: CEO

Date:

Date: 8/19/2022



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 3, 2022
SUBJECT: Approve Out of State Travel for Athletic Directors and Director of Students Services to Attend the National Athletic Directors Conference in Nashville, Tennessee on December 8-13, 2022

BACKGROUND: The National Athletic Directors Conference & Exhibit Show is hosted by the NFHS and the National Interscholastic Athletic Administrators Association (NIAAA). It is the premier conference for interscholastic athletic administrators across the country to network, participate in professional development. These workshops will support the Athletic Programs at each High School.

RATIONALE: The Athletic Directors are responsible for overseeing all facets of the sports programs at the high schools. They work with the Director of Student Services and the California Interscholastic Federation to ensure compliance to all rules, laws, and final obligations for TUSD's programs. Two of the three high schools have new Athletic Directors as well as a new Director of Student Services. Laws, techniques, funding, and producers are always changing and this conference trains and supports our personnel in their jobs. This agenda item supports two District Strategic Goals: #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The conference cost will not exceed \$15,000 for four attendees and includes conference registration, lodging, transportation, and some meal costs. Lunches are included in the conference. Costs will be paid from Title IV federal funds.

RECOMMENDATION: Approve Out of State Travel for Athletic Directors and Director of Students Services to Attend the National Athletic Directors Conference in Nashville, Tennessee on December 8-13, 2022.

PREPARED BY: Jason Noll, Director of Student Services.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: October 5, 2022
RE: **Approve a Declaration for a Provisional Internship Permit**

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 a Provisional Internship Permit.

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 teacher under a Provisional Internship Permit. The individual 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

Shorikka Harris-Massey; Education Specialist; District Wide
Monpreet Kaur; Education Specialist; Hirsch Elementary School

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 30, 2022
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pereira, Vicky Payroll Technician	Finance	11/28/2022	Revised Retirement
Silva, Eddie Utility Person II	THS	10/1/2022	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bem, Robert Utility Person III	SWP	10/5/2022	Personal
Camargo, Vanessa Clerk Typist I	VES	9/27/2022	Accepted K-8 Library Technician position
Cedano, Raul Utility Person II	STEIN	9/22/2022	Accepted District Truancy Officer position

Chong, Christine Clerk Typist I	MES	10/4/2022	Accepted Para Educator II position
Cortez, Jose Utility Person II	KHS	9/21/2022	Accepted Utility Person III position
Evans, Justin Para Educator	NES	9/30/2022	Personal
Finley, Maria Food Service Worker	WHS	9/26/2022	Accepted Para Educator I position
Hamilton, Leeandra Food Service Worker	MVMS	9/23/2022	Personal
Sterritt, Michelle Facility Use Coordinator	MOT	10/2/2022	Accepted Personnel Technician Certificated/Classified 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: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: September 30, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Cedano, Raul

Sterritt, Michelle

BACKGROUND:

Anderson, Eric

Huber, Sonia Maria

MANAGEMENT/CLASSIFIED CONFIDENTIAL

District Truancy Officer
DEC
8 hours per day
Range LMH 18, Step E - \$41.50 per hour
Fund: ESSER

Personnel Technician
Certificated/Classified (Replacement)
8 hours per day
Range LMH 13, Step E - \$35.99 per hour
Fund: General

CERTIFICATED

Poet Christian School
English Language Arts (Replacement)
"B" Class VI, Step 23 \$87,929.00
Fund: General

Kimball High School
Spanish (Replacement)
"A", Class I, Step 1 \$42,114.00
Fund: General

BACKGROUND:

Ambs, Haley

Camargo, Vanessa

Chong, Christine

Cortez, Jose

Finley, Maria

Kaur, Amandeep

Lelaurin, Joshua

Navarro, Liliana

CLASSIFIED

K-8 Library Technician

Kelly

6 hours per day

Range 30, Step B - \$19.67 per hour

Fund: State Lottery; ESSER

K-8 Library Technician (Replacement)

Villalovoz

6 hours per day

Range 30, Step A - \$18.75 per hour

Fund: State Lottery; ESSER

Para Educator II (New)

Monte Vista

8 hours per day

Range 30, Step C - \$20.14 per hour

Fund: ELO Grant

Utility Person III (Replacement)

Kimball High

8 hours per day

Range 38, Step E - \$27.32 per hour

Fund: General Fund; Special Ed Transportation

Para Educator I (New)

Jacobson

4 hours per day

Range 24, Step B - \$17.11 per hour

Fund: ELO Grant

Special Ed Para (Replacement)

McKinley

6 hours per day

Range 24, Step B - \$17.11 per hour

Fund: Special Education

Special Ed Para (New)

North

6 hours per day

Range 24, Step A - \$16.35 per hour

Fund: Special Education

Parent Liaison (New)

Poet/Villalovoz

8 hours per day

Range 28, Step C - \$19.67 per hour

Targeted EL

Noll, Elizabeth	Special Ed Para (Replacement) Villalovoz 6 hours per day Range 24, Step A - \$16.35 per hour Fund: Sp Ed – IDEA Bas Grant Entl
Mejia, Lizbeth	Para Educator I (Replacement) Bohn 3 hours per day Range 24, Step A - \$16.35 per hour Fund: IASA-Title I Bas Grnts Low Inc
Ortiz Robles, Ma Guadalupe	Food Service Worker (New) West High 6.5 hours Range 22, Step E - \$18.78 per hour Fund: Child Nutrition – School Program
Rai, Ronita	Special Ed Para (Replacement) Freiler 6 hours per day Range 24, Step D - \$18.78 per hour Fund: Special Education
Smith, Louis	IEP Para Educator (New) Poet 6.5 hours per day Range 24, Step E - \$19.67 per hour Fund: Targeted EL
Zermeno Romo, Cecilia	Food Service Worker (New) West High 6 hours per day Range 22, Step B - \$16.35 per hour Fund: Child Nutrition – School Program

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment.

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: September 26, 2022
SUBJECT: Consider Claim 610739

BACKGROUND: On September 19, 2022, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on August 31, 2022

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

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

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

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. 610739

Prepared by: Tania Salinas, Associate Superintendent for Business Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: September 21, 2022
SUBJECT: **Approve the Updated California Expanded Learning Opportunity Program/Plan (ELO/ELO-P) for the Tracy Unified School District**

BACKGROUND: The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities - California Ed. Code (EC) Section 46120. An unduplicated pupil is a pupil enrolled in a school district or charter school who is officially classified as an English learner, is eligible Free or Reduced-price meal (FRPM), and/or is a foster or homeless youth. The ELOP states that LEAs must provide Before School and/or After School as well as at least 30 days of Intersession (Summer and/or Winter Break) to its unduplicated pupils. The ELO/ELO-P highly encourages LEAs to partner with community-based organizations to assist in providing these services. District staff and community partners presented information on TUSD's ELO/ELO-P at the March 8th Board Meeting. The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167) requires Governing Board Approval, before it will be reviewed by the State. The original TUSD ELO/ELO-P Plan was generously approved by TUSD's Governing Board on March 22, 2022, and the first updated plan was approved on April 12, 2022.

RATIONALE: In the previous updated ELOP Plan, the following TUSD Schools were to receive services: Bohn, Hirsch, Williams, Freiler, and George Kelly. Based on a current needs assessment, Poet Christian Elementary School has requested support for ELOP Services. The ELO/ELO-P Plan has been updated to reflect this request as well as the purchase of 7 modular buildings to be placed at Bohn, Hirsch, Freiler, George Kelly, Jacobson, McKinley, and Poet Christian. Additionally, the updated plan includes the purchase of new laptop computers, snacks and drinks through TUSD Food Services, Robotify STEAM licenses, funds to hire teachers to support instruction/homework hour for all students and SPED paras to support students with special needs. 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, and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The expenses to cover the addition of Poet Christian Elementary School will be funded by the District's ELO/ELO-P Funding Allocation, which is projected to be \$271,700. This amount includes summer program, non-school days, and Kindergarten classes at Poet Christian Elementary School, for the 2022-23 school year. The Contract Agreement with the Boys and Girls Clubs of Tracy shall not exceed \$2,605,427.00, which includes the addition of Poet Christian Elementary School. 2.5 million dollars will be funded by the ELO/ELO-P Allocation for the expenses to cover the purchase of 7 modular buildings to be placed at Bohn, Hirsch, Freiler, George Kelly, Jacobson, McKinley, and Poet Christian. Any remaining costs will be funded by TUSD's Development Account. Up to 1 million dollars will be funded by the ELO/ELO-P Allocation for the additional expenses of laptops, Robotify/STEAM licenses, snacks and drinks, and compensation for hiring teachers and SPED paras.

RECOMMENDATION: Approve the Updated California Expanded Learning Opportunity Program/Plan (ELO/ELO-P) for the Tracy Unified School District.

Prepared by: Mary Petty, Director of Continuous Improvement, State and Federal Programs.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The 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: All duties outlined in the Expanded Learning Opportunities Plan (ELOP).

Duties include after school programs at Bohn, Freiler, Hirsch, George Kelly, Poet, and Williams.

Tk/k after school programs at South West Park, Villalovoz, Central, Jacobson, McKinley, Bohn, Freiler, Hirsch, George Kelly, North, and Poet.

Summer program and intersession for the 2022 and 2023 school year.

Program oversight and administrative functions of Boys and Girls Club after school 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 230 () [] HOUR\$ [x] DAYS, under the terms of this agreement at all sites in ELOP Plan.

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

a. District shall pay \$2,333,727.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$2,333,727.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.

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

4. The terms of the agreement shall commence on April 13, 2022, and shall terminate on June 30, 2023.

5. This agreement may be terminated at any time during the term by either party upon 60 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Mary Petty, at (209) 830-3210 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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 19, 2022
RE: Approve Administrative Intern Agreement with Teachers College of San Joaquin

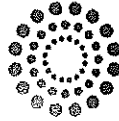
BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for administrative positions within the District. A contract between Tracy Unified School District and Teachers College of San Joaquin will expand options for meeting staffing needs. This agreement will be effect from July 1, 2022 through June 30, 2024.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential and Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: None.

RECOMMENDATION: Approve Administrative Intern Agreement with Teachers College of San Joaquin.

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



TEACHERS COLLEGE
of SAN JOAQUIN
2721 Transworld Drive, Stockton CA 95206

Preliminary Administrative Services Intern Credential Program

Co-Sponsor Agreement

2022 – 2024 (Academic Years)

This agreement, by and between Teachers College of San Joaquin's Preliminary Administrative Services Intern Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor), and the employing agency for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a CA Commission on Teacher Credentialing (CCTC) approved university administrative preparation program and is forming a partnership with the employing agency who hire interns as the administrator of record in employing agency schools.

Enclosed is a co-sponsor agreement for the employing agency official to sign and return. When hiring an intern, a co-sponsor agreement between an employing agency and a CA Commission on Teacher Credentialing (CCTC) approved Program Sponsor must be in place to comply with CCTC requirements. Teachers College of San Joaquin (TCSJ) is a division within the San Joaquin County Office of Education.

Terms of Agreement:

The effective dates of this Co-Sponsorship Agreement are for the academic years July 1, 2022 - June 30, 2024. Either party may terminate this agreement by submitting written notice to the other party.

General Partnership Agreements:

- A. TCSJ understands that the educational record of the administrator candidate, employed by an educational agency, is protected by FERPA. As a result of the Co-Sponsor Agreement, The Employer is considered a school official with a legitimate educational interest in determining the professional responsibility of the preliminary administrator intern candidate. TCSJ agrees to protect the privacy of educational records concerning any preliminary administrator candidate and will not transmit, share or disclose any such records without the candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31);**
- B. Interns enrolled in the Preliminary Administrative Services Intern Credential Program must:
 - a. Be employed in a setting where video capture is permitted for candidate reflection and completion of the California Administrative Performance Assessments (CalAPAs);
 - b. Be employed in a setting that will enable the candidate to demonstrate mastery of all California Administrative Performance Expectations (CAPEs);
 - c. Be enrolled in the TCSJ Preliminary Administrative Services Intern Credential Program.

Responsibilities of Program Sponsor, Teachers College of San Joaquin (TCSJ):

The Teachers College of San Joaquin (TCSJ) Preliminary Administrative Services Intern Credential program acknowledges and agrees to:

- A. Provide a Program Coordinator for the Administrative Services Credential Program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for administrative interns throughout the program, including a coach for the administrative intern;
- C. Provide program information, training and support to the TCSJ administrative intern's coach;
- D. Collaborate with the administrative intern's evaluator in supporting the intern's growth and progress;
- E. Process the Administrative Intern Credential for the intern enrolled in the preliminary administrative services program at TCSJ;



- F. Process the Preliminary Administrative Credential for the intern upon successful completion of the administrative services program at TCSJ.

Responsibilities of District:

The employing district acknowledges and agrees to:

- A. Collaborate with the TCSJ/SJCOE Program Coordinator to evaluate the intern's progress;
- B. Comply with TCSJ's CA Commission on Teaching Credentialing approved Preliminary Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ/SJCOE representatives as needed;
- D. Ensure the intern candidate is an administrator of record in a minimum .5 FTE capacity;
- E. Enable the candidate to attend TCSJ classes on time (5:00pm start) and complete the requirements of the TCSJ Preliminary Administrative Services Intern program.

The employing district acknowledges the following:

- F. Should a candidate not fulfill the completion requirements of the TCSJ Preliminary Administrative Services Intern Program, including timely payment of tuition, the program may drop the candidate, which we acknowledge may create employment issues for the employing agency. Program personnel will consult with appropriate educational agency staff and the candidate prior to this decision.
- G. Candidates will pay tuition/fees during their enrollment in the program and, if appropriate, the employer will assist the TCSJ Student Accounts Office to establish monthly payroll deduction of tuition for the intern. Credential recommendations cannot be made if the candidate is not in "good financial standing". The employing agency is not responsible for non-payment by the intern.
- H. All university provided coaches are employees of the San Joaquin County Office of Education and have appropriate clearances (TB & fingerprints) for educational settings. If additional clearance is required, the employing agency will assume the related costs.

Certification of Non-Employee Status:

- A. Teachers College of San Joaquin (TCSJ) certifies that at all times TCSJ is acting as an independent contractor and not as employee of the district;
- B. TCSJ agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ/SJCOE is not entitled to any such benefits.

TCSJ Right of Retention:

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

Indemnification

TCSJ shall defend, indemnify and hold the Employing Agency 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 TCSJ, its officials, agents or employees. TCSJ will provide insurance documentation for their Field Supervisors as specified in Exhibit 1.

Employing Agency shall defend, indemnify and hold performance of TCSJ 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 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 Employing Agency, its officials, agents or employees.

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

☐ COE ☒ District ☐ Charter ☐ NPS ☐ Private

CDS Code (7 or 14 digit) 39-75499

Name of Agency: TRACY UNIFIED SCHOOL DISTRICT

Mailing Address: 1875 W. LOWELL AVE., TRACY, CA 95376

Contact Person: ANTONIA VELASCO

Telephone: 209-830-3260 Email: avelasco@tusd.net

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2022-2024 academic years.

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOC. SUPT. FOR HUMAN RESOURCES

Signature of Approving Official: _____ Date: 10/12/2022

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

If you have any questions, please email:

Administrative Services Coordinator
Danielle Daubin, M.Ed.
Email: ddaubin@sjcoe.net

Graduate Studies Support
Judene Violante
Email: jviolante@sjcoe.net

Candidates will not be enrolled in Teachers College of San Joaquin's Preliminary Administrative Services Intern Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: September 19, 2022
RE: **Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential**

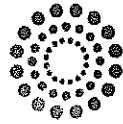
BACKGROUND: Teachers College of San Joaquin offers an Administrative Preliminary Credential Program. This program requires teachers enrolled in the program to spend twelve (12) days through the course of the school year to work as a “student administrator” at a school site in their district, or partner district. Teachers College of San Joaquin will bear the cost of the substitute required for the absence not to exceed \$150.00 per day.

RATIONALE: By approving this agreement, the District will expand its pool of applicants for Administrative positions. This agenda item meets strategic goal 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: None.

RECOMMENDATION: Approve Agreement with Teachers College of San Joaquin for Teachers Working on their Preliminary Administrative Credential.

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



Preliminary Administrative Services Credential Program

Co-Sponsor Agreement

2022 – 2024 (Academic Years)

This agreement, by and between Teachers College of San Joaquin's Preliminary Administrative Services Credential Program, hereinafter referred to as "TCSJ" (aka Program Sponsor), and the employing agency for the purpose of setting forth the operative conditions which will govern this partnership. TCSJ is a CA Commission on Teacher Credentialing (CCTC) approved university administrative preparation program and is forming a partnership with the local educational agency who supports candidates in fieldwork as a component of the Preliminary Administrative Services Credential program.

Terms of Agreement:

The effective dates of this Co-Sponsorship Agreement are for the academic years July 1, 2022 - June 30, 2024. Either party may terminate this agreement by submitting written notice to the other party.

General Partnership Agreements:

- A. TCSJ understands that the educational record of the administrator candidate, employed by an educational agency, is protected by FERPA. As a result of the Co-Sponsor Agreement, the local education agency has a legitimate educational interest in determining the professional responsibility of the preliminary administrator candidate. TCSJ agrees to protect the privacy of educational records concerning any preliminary administrator candidate and will not transmit, share, or disclose any such records without the candidate's written consent, **except to other school officials who have a legitimate educational interest in the records. (34CFR§99.31);**
- B. Candidates enrolled in the Preliminary Administrative Services Credential Program must:
 - a. Be employed in or have access to a setting where video capture is permitted for candidate reflection and completion of the California Administrative Performance Assessments (CalAPAs).

Responsibilities of Program Sponsor, Teachers College of San Joaquin (TCSJ):

The Teachers College of San Joaquin (TCSJ) Preliminary Administrative Services Credential program acknowledges and agrees to:

- A. Provide a Program Coordinator for the Administrative Services Credential Program and communicate with the designated district contact person (typically Human Resources);
- B. Provide ongoing support and advisement for candidates throughout the program;
- C. Provide program information, training, and support to fieldwork supervisors;
- D. Assign fieldwork placements in collaboration with participating district;
- E. Collaborate with fieldwork supervisors in supporting the candidate's growth and achievement;
- F. Process the Preliminary Administrative Services Credential or Certificate of Eligibility for candidates who successfully complete the administrative services program at TCSJ.

Responsibilities of District:

The employing district acknowledges and agrees to:

- A. Collaborate with the TCSJ Program Coordinator to identify and select fieldwork supervisor(s) for the district candidate(s);
- B. Comply with TCSJ's CA Commission on Teaching Credentialing approved Administrative Services Credential Program Standards;
- C. Assign a contact person to communicate with TCSJ/SJCOE representatives as needed.



Compensation:

Candidates in this program are required to spend twelve (12) days throughout the course of the school year working as a "student administrator" at a school site in their district, or partner district. The TCSJ/SJCOE program will bear the cost of the substitute (not to exceed \$150.00 per day) for candidates through reimbursement to the district.

Certification of Non-Employee Status:

- A. Teachers College of San Joaquin (TCSJ) certifies that at all times TCSJ is acting as an independent contractor and not as employee of the district;
- B. TCSJ agrees to make no claim against the district for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that TCSJ/SJCOE is not entitled to any such benefits.

TCSJ Right of Retention:

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

Indemnification

TCSJ shall defend, indemnify and hold the Employing Agency 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 TCSJ, its officials, agents or employees. TCSJ will provide insurance documentation for their Field Supervisors as specified in Exhibit 1.

Employing Agency shall defend, indemnify and hold performance of TCSJ 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 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 Employing Agency, its officials, agents or employees.

TO BE COMPLETED BY THE EMPLOYING AGENCY:

Type of Educational Agency

☐COE ☒District ☐Charter ☐NPS ☐Private

CDS Code (7 or 14 digit) 39-75499

Name of Agency: TRACY UNIFIED SCHOOL DISTRICT

Mailing Address: 1875 W LOWELL AVE., TRACY, CA 95376

Contact Person: ANTONIA VELASCO

Telephone: 209-830-3260

Email: avelasco@tusd.net

Preliminary Administrative Services Program

Co-Sponsor Agreement 2022-2024

Page 2 of 3

Revised 04/19/2022

The signatures below indicate that the educational agency has agreed to the conditions of the Co-Sponsor Agreement and will act as co-sponsors for the 2022-2024 academic years.

Name of Approving Official: TAMMY JALIQUE

Position/Title: ASSOC. SUPT. FOR HUMAN RESOURCES

Signature of Approving Official: _____ Date: 10/12/2022

Signature of TCSJ Program Coordinator: _____ Date: _____

Signature of TCSJ President: _____ Date: _____

If you have any questions, please email:

Administrative Services Coordinator
Danielle Daubin, M.Ed.
Email: ddaubin@sjcoe.net

Graduate Studies Support
Judene Violante
Email: jviolante@sjcoe.net

Candidates will not be enrolled in Teachers College of San Joaquin's Preliminary Administrative Services Program without a current Co-Sponsor Agreement from the sponsoring educational agency on file.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 3, 2022
SUBJECT: Approve Tentative Agreements with the California School Employees Association

BACKGROUND: Pursuant to Article XLIV in the Master Agreement between Tracy Unified School District and California School Employees Association, the Agreement shall be in full force and effect from July 1, 2021 through June 30, 2024. The Articles listed below were the reopeners for 2022-2023 negotiations, with additional items opened by mutual agreement.

The parties have concluded the negotiation process and have signed tentative agreements (attached) on the following articles:

- Article VIII, Pay and Allowances – TA signed September 6, 2022 (see attached)
- Article IX, Reimbursements – TA signed August 23, 2022 (see attached)
- Article X, Fringe Benefits – TA signed September 6, 2022 (see attached)
- Article XXXII, Lay Off and Reemployment – TA signed September 6, 2022 (see attached)
- Article XXXIII, Grievance Procedure – TA signed August 23, 2022 (see attached)
- Appendix C, Reclassification/Reallocation Timeline – TA Signed August 10, 2022 (see attached)

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

This agenda item meets District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Pay increases described in the tentative agreement for Article VIII, Pay and Allowances (see attached), and benefits increases described in the tentative agreement for Article X, Fringe Benefits, (see attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the California School Employees Association.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 3, 2022
SUBJECT: Approve Tentative Agreements with the Tracy Educators Association

BACKGROUND: Through the negotiations process, Tentative Agreements were signed for the sunshined re-opener articles for the 2022-2023 contract year. The Tentative Agreements (see attached) were approved and ratified by the TEA members on September 27, 2022.

RATIONALE: The attached Tentative Agreements include modifications to some of the existing language in the Master Agreement between the Tracy Unified School District (District) and Tracy Educators Association (TEA) (see attached):

- Article VI – Hours – Status Quo; Tentative agreement signed September 2, 2022
- Article VII – Duties – Concerns were addressed through the MOU process
- Article XIII – Salaries – Tentative agreement signed September 2, 2022
- Article XIV – Fringe Benefits – Tentative agreement signed September 2, 2022
- Article XVII – Evaluations; Parties agreed to status quo 2022-2023 and opening this article as a mutual reopener for 23-24 negotiations. Tentative agreement signed September 2, 2022

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

FUNDING: Pay and benefit increases described in the tentative agreements (attached) will be paid from a variety of funds.

RECOMMENDATION: Approve Tentative Agreements with the Tracy Educators Association.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 3, 2022
SUBJECT: Approve New TSMA Salary Agreement

BACKGROUND: On September 2, 2022, the Tracy Unified School District tentatively agreed with the Tracy Educators Association (TEA) the following salary and benefits increases. These terms were similarly agreed upon by TUSD and the California School Employees Association and Its Chapter 98 (CSEA) on September 6, 2022.

- A percentage increase to the 2022-2023 salary schedule of 6.69%
- A 6.5% one-time, (lump sum) off schedule payment based on the 2022-2023 earnings following application of the above increase for bargaining unit members employed as of September 30, 2022. If the 6.5% one-time (lump sum) off schedule payment does not results in a minimum level of compensation based on the unit member's earning, the unit member shall be afforded a minimum compensation of \$3,500 prorated against the employee's FTE assignment as of September 30, 2022, whichever is higher.
- An increase to the health benefit cap of \$275.00.

The District Administration recommends approval of the following increase for TSMA members:

- A 6.69% increase to each step and range cell of the 2022-2023 Classified/Confidential Salary Schedule (LMH), the 2022-2023 Management/Administrator Salary Schedule (LME), and the 2022-2023 Psychologist/Counselor Salary Schedule (LMP),
- A 6.5% one-time, (lump sum) off schedule payment based on the 2022-2023 earnings following application of the above increase for bargaining unit members employed as of September 30, 2022. If the 6.5% one-time (lump sum) off schedule payment does not results in a minimum level of compensation based on the unit member's earning, the unit member shall be afforded a minimum compensation of \$3,500 prorated against the employee's FTE assignment as of September 30, 2022, whichever is higher.
- Health Benefits – an increase to the health benefit cap of \$275.00

To remain in compliance with AB 1200 and Government Codes 3547.5 and 3540.2, Salary Settlement Agreement forms will be made available for public disclosure and are attached.

FUNDING: The salary and benefit increases described above will be paid from a variety of funds.

RECOMMENDATION: Approve New TSMA Salary Agreement.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 3, 2022
SUBJECT: Approve Amendment to Superintendent Contract

BACKGROUND: It has been the practice of the Board of Education to give the current Superintendent of Tracy Unified School District the same pay increase that is awarded by the Board of Education to the Tracy Educators Association (TEA) employees, California School Employee Association (CSEA) employees, and the Tracy School Management Association (TSMA) employees of the Tracy Unified School District which are both on the agenda for the October 11, 2022, meeting.

Pursuant to the current Superintendent's Contract of Employment, "the BOARD hereby retain the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this contract."

It is the recommendation of the Human Resources department to approve a 6.69% increase to the salary of the current superintendent for the 2022-2023 school year. Additional recommendations include:

- A 6.5% one-time, (lump sum) off schedule payment based on the 2022-2023 earnings following application of the above increase
- Health Benefits – an increase to the health benefit cap of \$275.00

FUNDING: Pay and benefit increases described herein will be paid from the general fund.

RECOMMENDATION: Approve Amendment to Superintendent Contract.

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

Tracy Unified School District

**AMENDMENT DATED OCTOBER 11, 2022, TO
SUPERINTENDENT'S EMPLOYMENT AGREEMENT**

This is an Amendment to the Superintendent's Employment Agreement ("Agreement") entered into on the 11th day of October 2022, between the Governing Board ("Board") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT ("TUSD"), through its Board of Trustees, and DR. ROB PECOT ("Superintendent"). The following section of the Agreement/Amendment shall modify the Employment Agreement ratified on May 11, 2021, to include the changes made in paragraph "H" and "I" of that Agreement, as stated below:

H. SALARY

1. The SUPERINTENDENT'S salary shall be \$231,788 per annum under this Agreement, payable in equal monthly payments, commencing July 1, 2022. There will be a one-time (lump sum) 6.5% increase based on salary schedule placement prior to retroactive pay.

(The compensation above reflects the increase of 6.69% and the one-time lump sum payment awarded all TUSD employees for the 2022-2023 school year.)

I. FRINGE BENEFITS

1. The SUPERINTENDENT shall, in addition to salary, receive all of the fringe benefits of employment, including, but not limited to, a Health Benefit contribution of \$10,007 per year, which are granted to the DISTRICT'S certificated management employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement.

(The Health Benefit contribution above reflects the increase of \$275 awarded other TUSD employees who receive benefits through the District for the 2022-2023 school year.)

Agreed in a duly called open session meeting this 11th day of October 2022, in Tracy, California, by formal action of the Governing Board of the Tracy Unified School District.

Dr. Rob Pecot, Superintendent

Board President
Tracy Unified School District