

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
NOVEMBER 8, 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: 6:00 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum Board: S. Abercrombie, A. Alexander, A. Blanco, 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#25, 22/23#26, 22/23#27 Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.2.2 Reinstatements: AR#22-23/#07 Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Release Probationary Classified Employee #UCL-428 Utility Person III Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.2 Release Probationary Classified Employee #UCL-429 Food Service Worker Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.3 Consider Paid Leave of Absence for Classified Employee #UC-430 Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release Action: Motion___; Second___ Vote: Yes___; No___; Absent___; Abstain___ | |
| | 3.3.5 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#25, 22/23#26, 22/23#27
3.2.1
Action: Motion ____ Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____
 - 6b Report Out of Action Taken on Reinstatements: AR#22-23/#07
3.2.2
Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____
 - 6c Report Out of Action Taken on Release Probationary Classified Employee #UCL-
3.3.1 428 Utility Person III
Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____
 - 6d Report Out of Action Taken on Release Probationary Classified Employee
3.3.2 #UCL-429 Food Service Worker
Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____
 - 6d Report Out of Action Taken on Consider Paid Leave of Absence for Classified
3.3.3 Employee #UC-430
Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____
 - 6d Report Out of Action Taken on Consider Public Employee/Employment/
3.3.4 Discipline/Dismissal/Release
Action: **Vote:** Yes ____; No ____; Absent ____; Abstain ____
7. **Approve Regular Minutes of October 25, 2022** 1-6
Action: Motion ____; Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____
8. **Student Representative Reports:** None.
9. **Recognition & Presentations:** An opportunity to honor students, employees and community members for outstanding achievement:
 - 9.1 Williams Middle School Presentation
 - 9.2 Recognize the Outstanding Employees of the Fall Term for the 2022-2023 School Year 7
10. **Information & Discussion Items:** An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting.
 - 10.1 **Administrative & Business Services:** None
 - 10.2 **Educational Services:**
 - 10.2.1 Receive Report on Special Education
 - 10.2.2 COVID Update
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 | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda | 8-9 |
| 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 | 10-11 |

13.2 Educational Services:

- | | | |
|---------------|--|--------------|
| 13.2.1 | Approve Agreement for Contract Services between Sow A Seed Foundation and Monte Vista Middle School for the 2022-2023 School Year | 12-15 |
| 13.2.2 | Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Single Subject Physical Education Teachers Professional Learning on Two District Early Release Wednesdays During the 2022-2023 School Year | 16-21 |
| 13.2.3 | Approve Agreement for Reimbursement to Parent of TUSD Student for Payment for an Individual Education Evaluation Provided by Dr. Kristin Gross | 22-24 |
| 13.2.4 | Approve Agreement for Special Contract Services with Foundations Therapy Service for an Independent Education Evaluation with Occupational Therapist Julie Zito, OTR/L | 25-28 |
| 13.2.5 | Approve Master Contract for Nonpublic, Nonsectarian Agency (NPA) Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board-Certified Behavior Analyst (BCBA) (Separate Cover) | 29 |
| 13.2.6 | Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to South/West Park Elementary School during the 2022-2023 School Year | 30-33 |
| 13.2.7 | Approve Out of State Travel for IB Teacher to attend the IB Teacher Training Workshop: IB Biology in Minneapolis, Minnesota March 10-13, 2023 | 34 |
| 13.2.8 | Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2022-2023 School Year (Separate Cover) | 35-36 |
| 13.2.9 | Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Central, Bohn, McKinley, George Kelly, North, Poet Christian, Jacobson, Hirsch, and Art Freiler for the 2022-2023 School Year | 37-40 |

13.3 Human Resources:

- | | | |
|---------------|--|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 41-42 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 43-47 |

- 13.3.3 Approve Student Teacher, Teacher Internship, Preliminary Administrative and PPS Credential Internships Agreement with University of the Pacific (Separate Cover) 48

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:** None.

14.2 **Educational Services:** None.

14.3 **Human Resources:**

14.3.1 Adopt Resolution No. 22-05 Authorizing Teachers to Teach Outside Their Credential Authorizations 49-51

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 December 13, 2022

17.2 January 10, 2023

17.3 January 24, 2023

17.4 February 14, 2023

18. **Upcoming Events:**

18.1 November 11, 2022

No School, Veteran's Day

18.2 November 21-25, 2022

No School, Thanksgiving Break

18.3 December 19-January 2, 2023

No School, Winter Break

18.4 January 16, 2023

No School, Martin Luther King Day

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, October 25, 2022**

- 6:15 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- 6:16 PM:** Employee spoke regarding item #UCL-427 prior to the closed session vote.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, L. Hawkins, Z. Hoffert, S. Kaur, L. Souza
Staff: R. Pecot, T. Salinas, M. Bunch, J. Stocking, S. Smith
Absent: A. Blanco
- 7:00 PM** 5. President Alexander called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:**
- 6a Action Taken on Finding of Facts: 22/23#19, 22/23#20, 22/23#21, 22/23#22, 22/23#23, 22/23#24
 - 3.2.1
 - Action: Abercrombie, Sousa. Vote: Yes-6; No-0; Absent –1 (Blanco)
 - 6b Report Out of Action Taken on Early Graduation: TISCS#10347705
 - 3.2.2
 - Action: Vote: Yes-6; No-0; Absent-1 (Blanco)
 - 6c Report Out of Action Taken on Release Probationary Classified
 - 3.3.1 Employee #UCL-426 Utility Person III
 - Action: Vote: Yes-6; No-0; Absent-1 (Blanco)
 - 6c Report Out of Action Taken on Release Probationary Classified
 - 3.3.2 Employee #UCL-427 Utility Person II
 - Action: Vote: Yes-6; No-0; Absent-1 (Blanco)
 - 6c Report Out of Action Taken on Consider Unpaid Leave of Absence for
 - 3.3.3 Certificated Management Employee #UC-1312
 - Action: Vote: Yes-6; No-0; Absent- (Blanco)
 - 6c Report Out of Action Taken on Consider Public
 - 3.3.4 Employee/Employment/ Discipline/Dismissal/Release
 - Action: Vote: Yes-6; No-0; Absent-1 (Blanco)
- Minutes:** 7. Approve Regular Minutes of October 11, 2022.
Action: Abercrombie, Hoffert Vote: Yes- 5; No-0; Absent-1 (Blanco); Abstain-1 (Kaur)
- Audience:** Nancy Link, Chris Munger, Pia De Rosa, Bob Brownne, Traci Mitchell, Jacqui Nott, Sam Strube, Raymond Shih, Debra Schneider, Carrie Grover, Olinga Alexander, Zach Boswell, Barbara Moser, Ashley Fisher, Alejandra Landin, Michelle Baptista, Kylie Woodall, Olivia Orcutt, Debbie Jackson, Marji Baumann, Erin Quintana, LuLu Flores.
- Student Rep Reports:** 8.1 Kimball High School: Kylie Woodall, Kimball’s ASB Vice President, informs their last football game is this Friday. They are having a trunk-or-treat tomorrow in

the KHS parking lot and their theater program is getting ready for a winter showing of Mary Poppins in December. Conditioning has begun for winter sports. The Medical Academy had a speaker at their last meeting and now has someone in place to provide speakers throughout the year. We are preparing job shadowing for upper classman. There will be a training this Thursday on creating resumes. Kimball's Red Cross will be hosting a blood drive on November 7. The class of 2025 is hosting our Winter formal that will take place on November 5th. Our BSU is going to tour the Delta Campus this Friday and our clubs are preparing for the multicultural rally this Friday. The upper classman will be presenting a suicide prevention program tomorrow to the sophomores.

Tracy High School: Olivia Orcutt is the Tracy High ASB board representative. In the Ag program, seniors must turn in their portfolios by Halloween for their senior projects. This project has been in the works since their freshman year and includes a research paper, job shadowing, 50 hours of community service, and a big presentation. THS is having a College and Career Fair on November 4th which will include several colleges, military academy's, and careers students can learn about and possibly apply for. The girls' varsity volleyball team is ranked 6th seed and our varsity football teams are playing very good as well, having not lost a home game yet. They have their Cross Town Classic game with WHS this week. Senior nights are happening right now for all of their fall sports. The freshman class is holding a costume contest on Halloween. They have been selling tie die Pink-tober shirts that have raised over \$300 for breast cancer awareness.

Alternative Education: Olivia Stephenson is the Stein/Alternative Education board representative. It is spooky season at Stein! Olivia presented pictures from their TYAP program. They are engaging in many activities and keeping busy. The Lisa Project assembly was last Wednesday, which effectively showed the realities of child abuse. She recommends other schools to have this assembly. The impacts were felt by all who attended. They had a Yellow Ribbon Suicide Awareness presentation last week, based on feedback it went very well. Red Ribbon week is this week. This is an alcohol, tobacco, and violence awareness week. Their theme is "too bright for drugs", a neon themed clothing day. Stein has a new logo, the Stein High Grizzlies, Grit Strong. Stein sports continue, they haven't won many games but have so much fun and she, rightfully so, believes that is all that matters. Stein has a flag football tournament scheduled in December and basketball tournaments will kick off early 2023. They are very excited to have sports at school and gave a thank you to the superintendents for funding sports on their campus.

West High School: Lily Banchemo and Owen Jackson reported that October was a month of tricks and treats. The sophomores came out on top with the float. The glow in the dark night rally was a homecoming highlight. All of the floats came out amazing. Everyone came out to enjoy the homecoming game and dance afterward. The girls volleyball team is in the playoffs. The campus Boys and Girls Club has been rebranded as "The Club" and they are looking forward to their planned a fright fest event.

Recognition & Presentations:

9.1 McKinley Elementary School Presentation: Michelle Baptista, Assistant Principal at McKinley, along with Ashley Fisher, Library Technician, had a presentation with a focus on literacy in their library. The library is their favorite

place on campus. Ashley works together with Frank Bowman, Teacher/Librarian, to promote literacy and their love of reading. The library is small but they have a little over 10,000 books in their collection now. During the 19/20 school year, the library circulated about 14,000 books. In 21/22, they circulated over 17,000 books. Every month they try to do a fun activity that ties to the books they read. Pictures were shown of the activities and student participation. The library is open for all recesses, for students to hang out, read, and play. Last month they had a Read-a-Thon fundraiser. Students received sponsorships from their family and friends, they raised over \$8,000, and readers logged an amazing 23,439 minutes! Book give-a-ways began during COVID to help students build their own home libraries. They have given thousands of new books to Villalovoz, Freiler, and Monte Vista students. Book give-a-ways couldn't happen without the help of all of the McKinley staff. McKinley is currently hosting a Scholastic book fair where they raised over \$6,000 which is a big record for them. They also have an opportunity with First Book Marketplace and the Lego Group, to make available to students a full gallon Ziploc bag of Legos to keep, along with a builder guide.

9.2 Central Elementary School Presentation: Principal, Nancy Link, presented on literacy at Central School. Their goal is for all Wild Cats to read at or above reading level. They begin the school year with every member of their staff present. This year, Ms. Link did a presentation to staff to promote reading all over the campus and to encourage book talks with the students. All staff are committed to meeting this goal. They conduct evening workshops with parents to reinforce the importance of reading. Each student at Central receives 6 to 7 free books each year. PIR stands for Priority Individualized Reading. One hour, each day, teachers carve out time for PIR because they are so committed to their students. PIR includes small group intervention and acceleration, acceleration lit circles, and trimester data checks. Pictures of students celebrating and being proud of their accomplishments were shown. Students are encouraged to speak with Ms. Link after completing a book to tell her all about it. A video was shown of kindergarten students participating in a reading game and enjoying themselves in class.

**Information &
Discussion Items:**

10.1 Administrative & Business Services: None.

10.2 Educational Services: None.

**Hearing of
Delegations**

11. Raymond Shih addressed the board and audience. He is a new food service working at Kimball High School. Food Service workers work very hard. Occasionally they get minor injuries. Pans and utensils have been used for many years, some are stained, they spend a lot of time to clean these pans. He requests for the school district to replace the stained pans and utensils. He is concerned about students' health. He has observed issues regarding food quality, for instance if there is a left-over chicken sandwich, the practice is to throw away the bun and keep the patty for next day use. There are 10 Food Services workers at KHS. He is the only male. There is only one restroom for workers to use. He is not comfortable sharing the kitchen restroom and is not allowed to use the restroom during student lunch breaks. He has requested permission to use the men's restroom elsewhere on campus several times. A worker asked him to lower the toilet seat, he was offended and

humiliated. He continues to be denied using a separate male toilet and has been informed he was restricted to only using the kitchen restroom and was asked to practice putting the toilet seat down after use. He feels he has a right to use a restroom according to his gender identity.

Sam Strube, Director of the Tracy Adult School and Career Technical Education informs of the new Pharmacy Technician class offered via Tracy Adult School and Delta College and located at the Tracy Charter campus. There is a cost to the program, but this is a class that students can take and earn a certificate to be a Pharmacy Technician. This program can get a student's foot in the door within the medical field. Classes begin November 7th and run through April. There is an externship included where students will shadow a Pharmacy Technician. He is encouraging we spread the word of this opportunity.

Public Hearing: 12.1 **Administrative & Business Services:** None.

Consent Items: 13. **Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**

Action: Abercrombie, Sousa. **Vote:** Yes-6; No-0; Absent-1 (Blanco)

13.1 **Administrative & Business Services:**

13.1.1 Approve Accounts Payable Warrants (August & September 2022) (Separate Cover Item)

13.1.2 Approve Payroll Reports (August & September 2022) (Separate Cover)

13.1.3 Approve Revolving Cash Fund Report (August & September 2022)

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

13.1.5 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

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

13.2 **Educational Services:**

13.2.1 Approve Agreement with McGraw Hill for Corrective Reading Professional Development for the 2022-2023 School Year

13.2.2 Approve Agreement for Contract Services between Faith in Action Community Education Services and Villalovoz Elementary School for the 2022-23 School Year

13.2.3 Approve Agreement for Special Contract Services between TUSD and Main Street Music to Provide College Conductors and Professional Accompanist for the TUSD Honors Concert

13.2.4 Approve Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending October 15, 2022

13.3 **Human Resources:**

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

13.3.2 Approve Classified, Certificated and/or Management Employment

- 13.3.3 Approve Unpaid Speech-Language Pathology Field Experience Agreement with University of the Pacific (Separate Cover Item)
- 13.3.4 Approve a Variable Term Waiver for Administrative Services
- 13.3.5 Approve Speech-Language Pathology Assistance Fieldwork Agreement with San Joaquin Delta College

Action Items:

- 14.1 **Administrative & Business Services:** None.
- 14.2 **Educational Services:** None.
- 14.3 **Human Resources:** None.

Board Reports:

Trustee Hawkins loves listening to the students and their excitement, it is a great time of the year with home comings and other activities. He enjoys the student presentations. He is currently volunteering on campus to have the opportunity to see what is going on. The K-8 level is amazing. Hats off to the K-8 administrators.

Trustee Souza is so happy to see Stein moving forward with sports. Thank you to Ms. Mitchell for her great job. McKinley and Central did awesome, she loved hearing about literacy. They have done a lot of work in literacy and education; it is so important. She is looking forward to the Pharmacy Tech class, she will put this information out there. She is looking forward to the adult school program getting stronger with more programs, more graduates, and more people employed in Tracy.

Trustee Kaur echoes what Trustee Souza said, the student presentations were great all throughout the year, they are entertaining. It is always exciting to hear from Olivia and Stein and the McKinley and Central presentations were eye opening. She was glad to hear about this program and how they are impacting the schools and the community. She knows firsthand how reading can change you and how far it can take you. She will also help to promote the Pharmacy Tech program. As a board, she is proud to have been able to pass this and is excited to see it flourish.

Trustee Abercrombie says it is always great to hear from our kids and thank you to McKinley and Central for being here. He enjoyed the home coming events, the enthusiasm is awesome. He encourages everyone to attend the West vs Tracy football game.

Trustee Hoffert wants to thank everyone for coming out. He appreciates the presentation and the insight to see what the students are doing. He has been thinking about a hearing of delegations from the past meeting regarding PE classes and sports participation. Students leave a class to participate in a sport, struggle in class, and then no longer qualifying to participate in PE. He would like to see a study completed in this area.

Trustee Alexander thanks everyone for coming out and would like to wish everyone a happy and safe Halloween.

**Superintendent
Report:**

Dr. Pecot said it is easy to be proud when you hear the students speak. They did a great job today. He would like to attend the student book fair at McKinley. Thank you to McKinley and Central for their presentations.

Adjourn: 7:52 PM

Clerk

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: October 31, 2022
SUBJECT: Recognize the Outstanding Employees of the Fall Term for the 2022-2023 School Year

BACKGROUND: Three times each school year, nominations for outstanding employees are solicited from staff. A selection committee composed of two administrators; one classified/confidential representative, two certificated representatives and one classified representative review the nominations and make the selections.

RATIONALE: The employees who are selected are recognized by the School Board and are recognized at their school sites in various ways. At the end of the year, the nominations of the three employees who have received recognition as Outstanding Employees of the Term in each category are reviewed, and one employee in each category is selected as Outstanding Employee of the Year.

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

FUNDING: N/A.

RECOMMENDATION: Recognize Stacy Browne (9-12), Connie Armellino (6-8) and Karen Reading (K-5) as Outstanding Certificated Employees; Kim Bacchetti (9-12) Jason Cheeseman (6-8) Arturo Gonzalez (K-5) as Outstanding Classified Employees and Susan Hawkins as the Outstanding Management Employee for the Fall Term of the 2021-2022 School Year.

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: October 28, 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
November 08, 2022
SUMMARY OF SERVICES**

A. Vendor: RJ Commercial Flooring Company
 Sites: Duncan Russel Willow
 Item: Contract
 Services: Removal and installation of carpet tiles
 Cost: \$23,971
 Project Funding: General Funds

B. Vendor: Park Planet
 Sites: McKinley Elementary
 Item: Purchase
 Services: Installation of ADA compliant playground and playhouse.
 Cost: \$151,100
 Project Funding: General Funds



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: October 28, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Tracy Unified School District:

1. Tracy Unified School District: From Fed Ex/Christopher Vieira for the value of \$2,000.00. This donation will benefit the Auto & Athletics' students of Tracy & West High School to purchase supplies.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Island Gourmet Inc. for the total amount of \$500.00 (ck. #3389). This donation will benefit the Tracy High's ASB students for the logo on ASB t-shirts.
2. Tracy Unified School District/Tracy High School: From Tracy Hills Holding Company for the total amount of \$500.00 (ck. #4567). This donation will benefit the Tracy High's ASB students for the logo on ASB t-shirts.
3. Tracy Unified School District/Tracy High School: From Ag Express Transportation, Inc. for the total amount of \$500.00 (ck. #000622). This donation will benefit the Tracy High's ASB students for the logo on ASB t-shirts.
4. Tracy Unified School District/Tracy High School: From DBA Entourage Events SF-Derek M. Mizuno for the total amount of \$500.00 (ck. #2388). This donation will benefit the Tracy High's ASB students for the logo on ASB t-shirts.

5. Tracy Unified School District/Tracy High School: From Herf Jones, LLC. for the total amount of \$500.00 (ck. #871646). This donation will benefit the Tracy High's ASB students for the logo on ASB t-shirts.
6. Tracy Unified School District/Tracy High School: From Taylor Farms for the total amount of \$500.00 (ck. #120809). This donation will benefit the Tracy High's ASB students for the logo on ASB t-shirts.
7. Tracy Unified School District/Tracy High School: From NCGA Foundation, dba YOC for the total amount of \$1000.00 (ck. #23849). This donation will benefit the Tracy High's Girl's Golf-2022 Junior Grant.

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Kimball High Athletic Booster Club for the value of \$2087.99. The 25 cases of baseball donation will benefit the Kimball High School Baseball Team.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 17, 2022
SUBJECT: Approve Agreement for Contract Services between Sow A Seed Foundation and Monte Vista Middle School for the 2022-2023 School Year

BACKGROUND: Monte Vista Middle School has a multi-tiered system of student support, both academically and emotionally. This year, more than ever, we have noticed an absence of the skills that enable students to be academically, socially, and emotionally prepared to move on to high school. This is due partially to interrupted learning during the height of the COVID-19 pandemic, where many students faced challenging online programs, social isolation, and a lack of a set routine.

RATIONALE: Our sister school, Williams Middle School, has found positive and effective assistance by bringing Sow A Seed Foundation onto their campus. Sow A Seed Foundation provides mentoring, prevention and intervention assistance, educational programs, leadership training, and community support. We, at Monte Vista, believe this program will assist us, as well, in promoting healthy lifestyle choices for our students in addition to growing our emotional, social, and academic skills.

FUNDING: The cost of the program is \$66,131 for two advocates on site, five days a week, plus supplies. District Title IV Carry Over will fund \$40,000, Site SES/EL/FY 0709 dollars will fund \$20,000, and Site Title I will fund \$6,131.

RECOMMENDATION: Approve Agreement for Contract Services between Sow A Seed Foundation and Monte Vista Middle School for the 2022-2023 school year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide two full time mental health specialists to the MVMS campus to provide mentoring, prevention and intervention assistance, educational programs, leadership training, and community support for the continued academic and emotional progress of our students.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 115 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$66,131 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$66,131. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 9, 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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Calvin John
Contractor Signature

Title

11 - 3821058
IRS Identification Number

Interim Executive Director
Title

42 W. 8th Street
Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: October 11, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Single Subject Physical Education Teachers Professional Learning on Two District Early Release Wednesdays During the 2022-2023 School Year**

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support 9-12 grade Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to TUSD students. PE Central now Mark Manross Consulting provided highly effective and relevant professional learning opportunities for PE teachers during the District Staff Development Buy-Back Day and District Early Release Mondays in 2021-2022 school year and at the Buy-Back Day and first two District Early Release Wednesdays of the 2022-2023 school year.

RATIONALE: Mark Manross Consulting provides 9-12 Physical Educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools. 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 Mark Manross Consulting for the 2022-2023 school year will not exceed \$5,200. This training cost will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Mark Manross Consulting to Provide Single Subject Physical Education Teachers Professional Learning on Two District Early Release Wednesdays During the 2022-2023 School Year.

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

Mark Manross Consulting

Onsite Workshop Proposal: High School PE Workshop Sessions (Proposal Written 9-26-2022)

2023 School Year Workshop Dates for High School PE (2-hour sessions):

2023:

- Wednesday, Feb. 1, 2023 – 3:00-5:00 pm (2-hour session)
- Wednesday, March 15, 2023 – 3:00-5:00 pm (2-hour session)

School District: Tracy Unified School District, Tracy, CA

Contact:

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

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

Assistant: Lisa Rodriguez,
lmrodriguez@tusd.net

Location of Workshops: TBD

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

Number of Participants: 10 High School Physical Education Teachers

Cost: Not to exceed \$5,200.00. This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 1 presenter for 2 2-hour sessions.

Mark Manross Consulting – Onsite Workshops

Cost breakdown:

- Session 1 (2-hour session, 1 presenter: Kirk Johansen): \$2600
- Session 2 (2-hour session, 1 presenter: Kirk Johansen): \$2600
- **Total: \$5,200**

Transportation Details: Kirk will drive to and from Tracy USD after each presentation.

Presenter Bio:



Kirk Johansen is a retired Physical Education teacher with 33 years of experience teaching as well as 30 years of coaching experience. 20 years as a member of the EGUSD PE Steering Committee and presenter at the 2020 CAPHERD Conference. Seven Sac-Joaquin Section Swimming titles while Head Coach at St. Francis High School and Rio American High School between 2002-2012.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 8-12 grade Physical Education Teachers with Professional Learning on two District Early Release Wednesdays during the 2022-2023 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 () [] 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 \$ 5,200 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 5,200. 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 February, 2023, and shall terminate on April, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Mark Martin PRESIDENT
Contractor Signature Title
234136711
IRS Identification Number
PRESIDENT
Title
2465 MERIDIAN RD NE
Address
LELAND NC 28451

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 20, 2022
SUBJECT: Approve Agreement for Reimbursement to Parent of TUSD Student for Payment for an Individual Education Evaluation Provided by Dr. Kristin Gross

BACKGROUND: Board approval is requested to approve Agreement for Reimbursement to Parent of TUSD student for payment for an Individual Education Evaluation provided by Dr. Kristin Gross. Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2022-2023 regular school year and related services will not exceed \$5500. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Reimbursement to Parent of TUSD Student for Payment for an Individual Education Evaluation Provided by Dr. Kristin Gross.

Prepared by: Sean Brown, Director of Special Education.

AGREEMENT

/Tracy Unified School District

This Agreement (Agreement) is entered into by [REDACTED] and [REDACTED] (Parents), on their behalf and on behalf of their son, [REDACTED] (Student) and the Tracy Unified School District (District) (hereafter collectively referred to as "Parties").

I. Mutual Compromise

- A. The District has agreed to fund an Educationally Related Mental Health Assessment (ERMHS IEE) for Student through Parents' preferred assessor, Dr. Kristin Gross. However, the District and Dr. Gross have been unable to agree on insurance documents related to satisfying the contract.

This Agreement is entered into by the Parties for the purpose of resolving the process through which Parents will obtain an Educational Related Mental Health (ERMHS) IEE for Student at the District's expense.

- B. Parents and the District, in consideration of the promises made herein, agree as follows:

Parents will enter into a contract with Dr. Gross, to provide and fund the IEE assessment of Student. The contract will specify that the agreed-upon cost of the assessment will not exceed \$5500. The contract further will specify that, once a written assessment report has been completed by Dr. Gross and provided to the District and the Parents, the District agrees to pay the invoiced fees within 45 days of receipt of the invoice.

II. Release and Discharge

This Agreement resolves all issues related to the District's funding of an ERMHS IEE for Student to be completed by Dr. Gross. In entering into this Agreement, Parents release the District from all responsibility or liability related to any harm of any kind that Student may suffer as a consequence of the assessment process.

III. Conditions of Execution

Each party to this Agreement acknowledges and warrants that the party's execution of this Agreement is free and voluntary.

IV. Execution of Other Documents

Each party to this Agreement shall cooperate fully in the execution of any and all other documents and the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

V. Costs and Attorneys' Fees

The Parties agree to bear their own costs and attorney's fees, if any.

VI. Entire Agreement

This Agreement is the entire agreement and understanding of the Parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, or conditions, written, oral, express, or implied, are superseded by this Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by both Parties.

VII. Effective Date

This Agreement shall be effective upon execution by the Parties.

VIII. Implementation and Confidentiality

By their signatures, the Parties acknowledge that they will carry out the terms of this Agreement, which shall be maintained as a confidential document by all Parties except as required by law. However, for purposes of implementation and enforcement of the Agreement, the Parties mutually consent to disclosure and admissibility of this Agreement.

XIV. Signatures in Counterparts

This Agreement may be signed in counterparts, such that signatures appear on separate signature pages. A copy or original of this document with all signature pages appended together shall be deemed a fully executed Agreement.

ON BEHALF OF THEMSELVES AND STUDENT:

| | |
|--|-------------|
|  | Oct 5, 2022 |
|  | Date |
|  | Oct 5, 2022 |
|  | Date |

ON BEHALF OF TRACY JOINT UNIFIED SCHOOL DISTRICT:

Tania Salinas
Assistant Superintendent, Business Services

Date





EDUCATIONAL SERVICES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 17, 2022
SUBJECT: Approve Agreement for Special Contract Services with
Foundations Therapy Service for an Independent Education Evaluation with
Occupational Therapist Julie Zito, OTR/L

BACKGROUND: Board approval is requested to contract with Foundations Therapy Service for an Independent Education Evaluation with Occupational Therapist Julie Zito, OTR/L. The District's Special Education administration would like to contract with Foundations Therapy Service for an Independent Education Evaluation with Occupational Therapist Julie Zito, OTR/L. Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2022-2023 regular school year and related services will not exceed \$1200. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services for Foundations Therapy Service for an Independent Education Evaluation with Occupational Therapist Julie Zito, OTR/L.

Prepared by: Sean Brown, Director of Special Education.

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 Foundations Therapy Service _____, 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: Independent Education Evaluation (IEE) of 1 District student
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the student who was evaluated. The IEE will include an Occupational Therapy Assessment. The contractor will attend related IEP meeting(s) to discuss the report. The contractor will provide a copy of all assessment protocols to the district.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 30 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location the assessors location.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$1200 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$1200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at (209) 830-3270 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 SD

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: 10/10/2022
SUBJECT: Approve Master Contract for Nonpublic, Nonsectarian Agency (NPA) Services with Building Connections Behavioral Health, Inc. for a Registered Behavioral Technician (RBT) and a Board-Certified Behavior Analyst (BCBA)

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

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at NPA. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2022-2023 regular school year and related services will not exceed \$150,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

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

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Education Services
DATE: October 19, 2022
SUBJECT: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to South/West Park Elementary School during the 2022-2023 School Year

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. South/Est Park Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at South/West Park Elementary School for several years. South/West Park would like to partner with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. They will provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation during the after school time.

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

FUNDING: The total cost, not to exceed \$15,000 which will be paid from district Title IV Funds.

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

Prepared by: Ramona Soto-Barajas, Principal, South/West Park Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The 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: Three Boys and Girls Club staff will provide structured recess activities during lunch recess.

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 40 () [] HOURS [X] DAYS, under the terms of this agreement at the following location SouthWest Park School.

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

- a. District shall pay \$ 15,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 15,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 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 November 8, 2022, and shall terminate on May 26, 2022.

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, Ramona Soto, at (209) 830-3335 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kelly W. [Signature] CEO
Contractor Signature Title
68-0028682
IRS Identification Number
CEO
Title
753 W. Lowell Ave
Address
Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 25, 2022
SUBJECT: Approve Out of State Travel for IB Teacher to attend the IB Teacher Training Workshop: IB Biology in Minneapolis, Minnesota March 10-13, 2023

BACKGROUND: The Tracy High School International Baccalaureate Diploma Program (IB) teaching staff members need a program-sponsored workshop to ensure a strong teaching staff that is trained in all aspects of IB. To that end, IBO World School is sponsoring a workshop to provide the required training in Minneapolis, Minnesota. IB is committed to providing practical instruction from highly skilled workshop leaders, including senior examiners and experienced.

RATIONALE: At the IB Teacher Training Workshop, IB teacher, Ruth Alvarez Mojica, will be instructed on the latest developments in the curriculum, assessment procedures and format of the IB Biology HL course and examination. This workshop is a category 1 workshop recommended for teachers who are new to IB. The course will provide focus on developing and supporting students as they write their internal assessment and prepare for the written examination for the course. IB Biology is a popular course for both traditional IB students and students who are taking their first IB class. Many of our Diploma Candidates take the IB Biology course because of its higher level, a requirement for the diploma. This Agenda item supports District Strategic Goal #2: hire, support, develop, train and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social and emotional potential. This location is the closest training for this subject, as they do not offer it in California.

FUNDING: The IB Grant will fund the conference costs, including \$744.00 for registration, \$544.00 for lodging, approximately \$1700.00 for airfare and transportation, with an additional cost for food expenses and substitute teacher the total cost is approximately \$3700.00.

RECOMMENDATION: Approve Out of State Travel for IB Teacher to attend the IB Teacher Training Workshop: IB Biology in Minneapolis, Minnesota on March 10-13, 2023.

Prepared by: Mr. Jon Waggle, Tracy High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 26, 2022
SUBJECT: Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2022-2023 School Year

BACKGROUND: The Governing Board of each school district and county office of education shall establish and adopt a written Parent and Family Engagement Policy and Program for all schools in the district that receive funds under Title I, Part A of the ESEA, as amended by the ESSA. In addition, each *school* served under this Part shall jointly develop with, and distribute to, parents and family members of participating children, a written School Parent and Family Engagement Policy. This Policy shall be agreed upon by such parents and updated periodically to meet the changing needs of parents and the school. The Policy shall be reviewed and updated annually with each school site's parent group, and then submitted to the District's Governing Board for approval.

RATIONALE: The school-level Parent and Family Engagement Policy shall describe the means for how each school shall carry out the following requirements:

- Convene an annual meeting, to which all parents of participating children shall be invited and encouraged to attend, and to the extent practicable, in a language such parents understand, explaining Title I, Part A, and what it means to the School and families
- Provide a description and explanation of the curriculum in use at the school, the forms of academic assessments used to measure student progress, and the achievement levels of the challenging state academic standards
- Provide materials, assistance, and training to staff and to parents, as appropriate, in understanding such topics as the challenging State academic standards, State and local academic assessments, and how to monitor a child's progress and work with educators to improve the achievement of their children
- Each school served under Title I, Part A shall jointly develop with parents, a school-parent compact that outlines how parents, the entire school staff, and students will share in the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards

Each Title I School's Parent and Family Engagement Policy is included here for Governing Board review.

FUNDING: There is no cost associated with this Agenda item. However, each Title I school site has required Title I "set aside" funding, specifically earmarked for Parent and Family Engagement Activities, Programs and Outreach.

RECOMMENDATION: Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2022-2023 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: October 27, 2022
SUBJECT: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to Provide Services to Central, Bohn, McKinley, George Kelly, North, Poet Christian, Jacobson, Hirsch, and Art Freiler for the 2022-2023 School Year

BACKGROUND: The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. The Boys and Girls Club has been operating after school services in Tracy Unified School District for several years. In the past several TUSD schools have partnered with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. Due to the success of the program Central, Bohn, McKinley, George Kelly, North, Poet Christian, Hirsch Jacobson, and Art Freiler School staffs would like to continue the association with the Boys and Girls Club as they provide services during lunch recess that the regular school program cannot, specifically inter-murals, activities, and tournaments for students.

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

FUNDING: The total cost, not to exceed \$63,000 which will be paid from district Title IV Carryover Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys and Girls Clubs of Tracy to Provide Services at Central, Bohn, McKinley, George Kelly, North, Poet Christian, Jacobson, Hirsch, and Art Freiler Schools for the 2022 - 2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: Two (2) Boys and Girls Club staff will provide structured recess activities during lunch recess 5 days a week, at the following TUSD Schools: Central, Bohn, McKinley, Kelly, North, Poet, Freiler, Hirsch, and Jacobson.

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 130 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Central, Bohn, McKinley, Kelly, North, Poet, Freiler, Hirsch.

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

- a. District shall pay \$ 49,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 49,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on November 9, 2022, and shall terminate on May 26, 2022.

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. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 8, 2022
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RESIGNATION

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|---|-------------|---------------------------|--|
| Murray, Diana Secretary to Middle School Certificated | WMS | 10/18/2022 | Accepted Personnel Technician for Employees position |

BACKGROUND:

CLASSIFIED RETIREMENTS

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|---|-------------|---------------------------|---------------|
| Johnson-Sanders, Pamela Utility Person III | MOT | 11/28/2022 | Retirement |
| Silva, Eddie Utility Person II | MOT | 10/1/2022 | Retirement |

BACKGROUND:**CLASSIFIED RESIGNATION**

| <u>NAME/TITLE</u> | <u>SITE</u> | <u>EFFECTIVE DATE</u> | <u>REASON</u> |
|--|-------------|---------------------------|---|
| Baca, Patricia Bus Driver | MOT | 10/29/2022 | Personal |
| Jett, Andrea Para Educator I | FES | 10/31/2022 | Accepted Sped Para position |
| Macias, Monalishi Food Service Worker | KHS | 10/31/2022 | Personal |
| Manley, Jacqueline School Supervision Assistant | MVMS | 10/12/2022 | Personal |
| Ruelas, Francisca Para Educator I | NES | 10/18/2022 | Accepted Sped Para Educator position w/more hours |
| Standefer, Jessica Food Service Worker | KES | 10/24/2022 | Accepted Food Service Worker with more hours |
| Zermeno, Cristina Para Educator I | WHS | 10/27/2022 | Personal |

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

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



HUMAN RESOURCES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 8, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Langton, Justin

Murray, Diana

BACKGROUND:

Kaur, Monpreet

Rivas, Meghan

MANAGEMENT/CLASSIFIED CONFIDENTIAL

District Wide
School Psychologist (Replacement)
LMP Class 8, Step A, \$57,381.00
Fund: Special Education

Personnel Technician for Certificated
(Replacement)
Human Resources
8 hours per day
Range LMH13, Step E - \$35.99 per hour
Fund: General

CERTIFICATED

Wanda Hirsch Elementary
SDC Preschool (Replacement)
"A" Class I, Step 1, \$38,813.00
Fund: Special Education

Bohn Elementary School
Kindergarten Teacher (Replacement)
"A" Class I, Step 1, \$36,776.00
Fund: General

BACKGROUND:

Akbari, Lina

Akiki, Lina

Espinoza, Jasmine

Estes, Amanda

Fracolli, Stephanie

Jett, Andrea

Kessler, Taylor

McClelland, Melissa

CLASSIFIED

School Supervision Assistant (Replacement)
Hirsch
1.5 hours per day
Range 21, Step A - \$16.29 per hour
Fund: General Fund – unrestricted

High School Attendance Clerk (Replacement)
Kimball High
8 hours per day
Range 26, Step C - \$20.04 per hour
Fund: General

Para Educator (Replacement)
Bohn
3 hours per day
Range 24, Step B - \$18.25 per hour
Fund: IASA- Title I Bas Grnts Low Inc

School Supervision Assistant (Replacement)
Hirsch
1.5 hours per day
Range 21, Step A - \$16.29 per hour
Fund: General Fund – unrestricted

IEP Para Educator (New)
Tracy High
7 hours per day
Range 24, Step B - \$18.25 per hour
Fund: Special Education

Special Ed Para (Replacement)
Williams
6 hours per day
Range 27, Step E - \$22.53 per hour
Fund: Special Education

Secretary to the Director of STEM (New)
STEM
8 hours per day
Range 40, Step C - \$27.79 per hour
Fund: General

Special Ed Para Educator (New)
Tracy Independent Charter
6 hours per day
Range 27, Step B - \$19.55 per hour
Fund: Special Education

| | |
|---------------------|--|
| Menezes, Greena | School Supervision Assistant (Replacement) Kelly 1 hour per day Range 21, Step C - \$17.86 per hour Fund: General |
| Menezes, Greena | School Supervision Assistant (Replacement) Kelly 2 hour per day Range 21, Step C - \$17.86 per hour Fund: General |
| Ruelas, Francisca | Special Ed Para Educator (New) North 7 hours per day Range 27, Step A - \$17.55 per hour Fund: Special Education |
| Smith, Louis | IEP Para Educator I (New) Poet 6.5 hours per day Range 24, Step E - \$20.99 per hour Fund: Special Education |
| Standefer, Jennifer | Food Service Worker (New) North 6 hours per day Range 25, Step B - \$18.72 per hour Fund: Child Nutrition – School Program |
| Vasquez, Janet | Para Educator (Replacement) Villalovoz 3 hours per day Range 24, Step B - \$17.11 per hour Fund: IASA- Title I Bas Grnts Low Inc |

BACKGROUND:

Aptaker, Lee

Aguilera, Michael

Albright, Ashley

COACHES

Varsity Girls Basketball
West High
Stipend: \$6,784.03

Varsity Boys Soccer
Tracy High
Stipend: \$6,784.03

Pep Squad Assistant Advisor
Kimball High
Stipend: \$2,714.84

| | |
|---------------------|---|
| Barnett, Dorvez | Frosh Girls Basketball Kimball High Stipend: \$4,522.69 |
| Bogetti, Clayton | Wrestling Boys Assistant Coach Tracy High Stipend: \$4,522.69 |
| Butler, Jessica | Pep Squad Advisor Kimball High Stipend: \$3,395.08 |
| Cherry, Kevin | Soph Girls Basketball Kimball High Stipend: \$5,429.67 |
| Coatney, Monique | Dance Advisor Kimball High Stipend: \$2,261.34 |
| Corbett, Jonathan | Wrestling Head Coach West High Stipend: \$6,784.03 |
| Dennington, Brandon | Wrestling Head Coach Tracy High Stipend: \$6,784.03 |
| Dorado, Abel | Varsity Boys Soccer West High Stipend: \$6,784.03 |
| Eaton, Derek | Varsity Girls Basketball Tracy High Stipend: \$6,784.03 |
| Garibaldi, Alberto | Varsity Boys Basketball Kimball High Stipend: \$6,784.03 |
| Garcia, Isabella | Pep Squad Advisor West High Stipend: \$3,395.08 |
| Garcia, Salvador | JV Girls Basketball West High Stipend: \$5,429.67 |
| Harrison, Dominique | Frosh Boys Basketball West High Stipend: \$4,522.69 |

| | |
|----------------------|--|
| Hupman, Tida | Frosh/Soph Girls Soccer West High Stipend: \$4,522.69 |
| Ibeji, Friday | Varsity Girls Soccer Kimball High Stipend: \$6,784.03 |
| Kalis, Phillip | Varsity Girls Soccer Tracy High Stipend: \$6,784.03 |
| Lassiter, Bryce | Varsity Boys Soccer Kimball High Stipend: \$6,784.03 |
| Perry, Nathan | Frosh/Soph Girls Soccer Tracy High Stipend: \$4,522.69 |
| Rhinehart, Mackenzie | Pep Squad Assistant Advisor Tracy High Stipend: \$2,714.84 |
| Rios, David | Frosh/Soph Girls Soccer Kimball High Stipend: \$4,522.69 |
| Soares, Sheila | Dance Advisor Tracy High Stipend: \$2,261.34 |
| Soares, Sheila | Pep Squad Advisor Tracy High Stipend: \$3,395.08 |
| Spoulos, Brooke | Dance Advisor West High Stipend: \$2,261.34 |

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

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 26, 2022
RE: **Approve Student Teacher, Teacher Internship, Preliminary Administrative and PPS Credential Internships Agreement with University of the Pacific**

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between University of the Pacific and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective November 9, 2022, through November 8, 2027.

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

FUNDING: None.

RECOMMENDATION: Approve Student Teacher, Teacher Internship, Preliminary Administrative and PPS Credential Internships Agreement with University of the Pacific.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: October 19, 2022
RE: Adopt Resolution No. 22-05 Authorizing Teachers to Teach Outside Their Credential Authorizations

BACKGROUND: Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8th grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has one additional (1) qualified teacher consenting to Ed Code §44256(b).

RATIONALE: In the above instance, the teacher involved must give her consent and the Board must adopt a resolution (see attached) authorizing the assignments. This agenda item meets District Strategic Goal #2- Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Adopt Resolution No. 22-05 Authorizing Teachers to Teach Outside Their Credential Authorizations.

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



**BEFORE THE BOARD OF TRUSTEES OF TRACY UNIFIED SCHOOL DISTRICT OF
SAN JOAQUIN AND ALAMEDA COUNTIES, STATE OF CALIFORNIA
RESOLUTION 22-04
AUTHORIZING TEACHERS TO TEACH OUTSIDE OF THEIR CREDENTIAL
AUTHORIZATIONS 2022-2023**

BE IT RESOLVED that the Governing Board pursuant to Education Code Section §44256(b) authorizes the holder of a multiple subject teaching credential or a standard elementary credential to teach any subject in departmentalized classes to a given class or group of students 8th grade and below provided that the teacher has completed at least twelve (12) semester units of lower division or six (6) semester units of upper division or graduate coursework at an accredited institution in each subject to be taught. The Tracy Unified School District currently has one additional (1) qualified teacher(s) consenting to Ed Code §44256(b).

PASSED and ADOPTED by the Board of Trustees of the Tracy Unified School District, San Joaquin and Alameda Counties, State of California, this 8th Day of November 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District

ATTESTED:

I hereby certify that the foregoing resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin and Alameda Counties on the date shown above.

Clerk
Board of Trustees
Tracy Unified School District

| TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS | | | |
|---|-------------|----------|-------------------------|
| 2022-2023 SCHOOL YEAR | | | |
| TEACHERS TEACHING OUTSIDE THEIR CREDENTIALS | | | |
| Teacher's Name | Site | Ed Code | Subject |
| Crawford, Donna | Monte Vista | 44256(b) | Language Arts (English) |