

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
DECEMBER 13, 2022

PLACE: DISTRICT EDUCATION CENTER
BOARD 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, O. Alexander, A. Blanco, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox
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#28, 22/23#29, 22/23#30, 22/23#31, 22/23#32, 22/23#33, 22/23#34, 22/23#35, 22/23#36, 22/23#37, 22/23#38, 22/23#39, 22/23#40, 22/23#41, 22/23#42

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

3.2.2 Board Waiver: NES#10332901

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

3.2.3 PE Exemptions: THS#10355143

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

3.2.4 Early Graduation: TISCS#10336496, TISCS#10346805, TISCS#10319373, TISCS#10319391, TISCS#10319617

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

3.2.5 Approve Funding for Compensatory Education Services and Attorney Fees per Settlement Agreement

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

3.3 Human Resources:

3.3.1 Consider Unpaid Leave of Absence for Classified Employee #UC-431

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

3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL-434

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

3.3.3 Release Probationary Classified Employee #UCL-435 Para Educator I

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

3.3.4 Consider Unpaid Leave of Absence for Certificated Employee #UC-1313

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. Administer Oath of Office:

7. Board Organization:

1-4

7.1 Elect Officers:

President

Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain-___.

Vice President

Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain-

Clerk

Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain-

7.2 Appoint Representatives to the following committees:

Budget; Charter Schools; City Schools Liaison; District Attendance Area; Facilities

Advisory; Facility Use Policy Review; Special Ed; Tracy Learning

Center/Ad Hoc Board Member; Tracy Parks

Action: Motion___; Second___ **Vote:** Yes___; No___; Absent___; Abstain-___.

7.3 Approve Board Meeting Calendar

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

8. Closed Session Issues:

8a Action Taken on Findings of Fact:

3.2.1

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

8b Report Out of Action Taken on PE Exemptions:

3.2.2

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

8c Report Out of Action Taken on Early Graduation:

3.2.3

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

8d Report Out of Action Taken on Board Waiver:

3.2.4

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

8e Report out of Action Taken on Approve Funding for Compensatory Education

3.2.5 Services and Attorney Fees per Settlement Agreement

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

8f Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.1 Employee #UC-431

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

8g Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified
3.3.2 Employee #UCL-434

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

8h Report out on Action Taken on Consider Unpaid Leave of Absence for
3.3.3 Certificated Employee #UC-1313

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

9. **Approve Regular Minutes of November 8, 2022.**

4-9

Action: Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___

10. **Student Representative Reports:** None.

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

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

12.1 **Administrative & Business Services:**

12.2 **Educational Services:**

12.2.1 Receive Report on Faith in Action Community Education Services (FACES)

13. **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.

14. **PUBLIC HEARING:** None.

15. **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.

15.1 **Administrative & Business Services:**

15.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda 9-12

15.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District 13-14

15.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 15.2.1 | Approve Agreement for Contract Services between IXL Learning and North School to Provide IXL Learning 6/7/8 SPED License in ELA, Math, Science, and Social Studies for the 2022-2023 School Year | 14-19 |
| 15.2.2 | Approve Special Contract Services Agreement with The Learning Fountain, Inc. for Independent Education Evaluation (IEE) | 20-23 |
| 15.2.3 | Approve Overnight Travel for 3 Advisors and 12 Students of West High FFA to attend the Made for Excellence Leadership Conference in Sacramento, CA, January 13-14, 2023 | 24 |
| 15.2.4 | Approve Contract Service Agreement with LifeWorks ACS, Inc. for an Independent Educational Evaluation for Occupational Therapy | 25-28 |
| 15.2.5 | Ratify Agreement for Special Contract Services with School Psychology Group, Inc. for an Individual Educational Evaluation (IEE) for a Psychoeducational Evaluation | 29-34 |
| 15.2.6 | Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers | 35-38 |
| 15.2.7 | Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and Poet Christian School for the 2022-2023 School Year | 39-48 |
| 15.2.8 | Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-23 School Year | 49-54 |
| 15.2.9 | Approve the West High Music Program to attend the Forum Music Festival/ College visit in Anaheim on April 21-23, 2023 | 55 |
| 15.2.10 | Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for PECS 1 Level Training on 02-16-23 and 02-17-23 | 56-59 |
| 15.2.11 | Approve Special Contract Services Agreement with the Speech Therapy and Accent Group for an Independent Education Evaluation (IEE) | 60-63 |
| 15.2.12 | Approve the West High Wrestling Program to Attend the Vintage High 23 rd Annual True Wrestler Napa Valley Girls Classic on January 6-7, 2023 | 64 |
| 15.2.13 | Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2022-2023 School Year | 65-68 |
| 15.2.14 | Approve Overnight Travel for 4 Advisors and 12 Students of West High FFA to Attend the 95 th Annual State FFA Leadership Conference in Ontario, CA on March 15-20, 2023 | 69 |
| 15.2.15 | Approve Agreement for Contract Services with Life Saver CPR for Services at all District Schools for the 2022-2023 School Year | 70-73 |

15.3 Human Resources:

- | | | |
|---------------|---|--------------|
| 15.3.1 | Accept Resignations/Retirements/Leave of Absence for Classified, Certificated, and/or Management Employment | 74-76 |
| 15.3.2 | Approve Classified, Certificated, and/or Management Employment | 77-85 |
| 15.3.3 | Approve a Declaration for a Provisional Internship Permit | 86-87 |

- 15.3.4 Approve the Instructional Calendar for 2023-24 88-90
- 15.3.5 Approve Unpaid Speech-Language Pathologist Fieldwork Agreement with CSU Northridge 91-99

16. **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.

16.1 **Administrative & Business Services:**

- 16.1.1 Certify 2022-2023 Fiscal Year First Interim Report (Separate Cover) 100-101

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

16.2 **Educational Services:**

- 16.2.1 Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading) 102-104

16.3 **Human Resources:** None.

17. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.

18. **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.

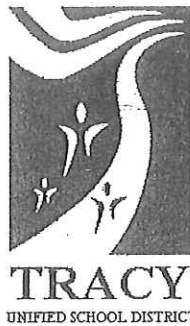
19. **Board Meeting Calendar:**

- 19.1 January 10, 2023
- 19.2 January 24, 2023
- 19.3 February 14, 2023
- 19.4 February 28, 2023
- 19.5 March 14, 2023
- 19.6 March 28, 2023

20. **Upcoming Events:**

- 20.1 December 19-January 2, 2023 No School, Winter Break
- 20.2 January 16, 2023 No School, MLK Day
- 20.3 February 13, 2023 No School, Lincoln's Day
- 20.4 February 20, 2023 No School, President's 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.



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: November 14, 2022
SUBJECT: (1)Elect Officers;
(2)Appoint Representatives to the following committees:
Budget; Charter Schools; City Schools Liaison; District Attendance Area;
Facilities Advisory; Facility Use Policy Review; Special Ed, Tracy
Learning Center/Ad Hoc Board Member; Tracy Parks; and
(3)Approve 2023 Board Calendar

BACKGROUND: Education Code Section 35143 requires the governing board of each school district to hold an annual organizational meeting. In a year in which a regular election for governing board members is held in our district, the meeting shall be held on a day within a 15-day period that commences with the date upon which an elected governing board member takes office. Organizational meetings, in years in which no such regular election for governing board members is conducted, shall be held during the same 15-day period on the calendar. This year the 15-day period will commence on December 10. Districts that have regular meetings between December 10 and December 25 can comply with the Education Code requirement by placing this matter on its agenda. The day and time of the annual meeting shall be selected by trustees at its regular meeting immediately prior to the first day of such 15-day period.

RATIONALE: Tuesday, December 13, 2022, is the date of the Tracy Unified School District Board of Trustee's regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. Within 15 days prior to the date of the annual meeting, all board members and members-election shall be notified in writing of the date and time selected for the meeting.

FUNDING: N/A

RECOMMENDATION: (1)Elect Officers; (2)Appoint Representatives to the following committees: Budget; CALSSD; City Schools Liaison; District Attendance Area; Facilities Advisory; Facility Use Policy Review; Family Life; Legislative Action; SJCSBA; Special Ed; Tracy Learning Center/Ad Hoc Board Member; Charter Schools; Tracy Parks; and (3)Approve 2023 Board Calendar.

Prepared by: Dr. Rob Pecot, Ed.D. Superintendent.

TRACY UNIFIED SCHOOL DISTRICT
APPROVED DECEMBER 14, 2021

2022 COMMITTEES:	ABERCROMBIE	ALEXANDER	BLANCO	ERSKINE	HOFFERT	KAUR	SOUZA
OFFICERS		PRESIDENT		CLERK	VICE PRESIDENT		
BUDGET Alexander, Erskine, Kaur (Alt-Blanco)			ALTERNATE				
CHARTER SCHOOLS Abercrombie, Alexander, Souza							
CITY SCHOOLS Abercrombie, Alexander, Blanco (Alt-Erskine)				ALTERNATE			
DISTRICT ATTENDANCE AREA Abercrombie, Souza							
FACILITIES ADVISORY Abercrombie, Hoffert, Kaur (Alt-Erskine)				ALTERNATE			
FACILITY USE POLICY REVIEW Abercrombie, Erskine, Kaur (Alt-Hoffert)					ALTERNATE		
SPECIAL ED Erskine, Hoffert, Souza							
TRACY LEARNING CTR/ AD HOC BOARD MEMBER Abercrombie (Alt-Kaur)						ALTERNATE	
TRACY PARKS Souza (Alt-Blanco)			ALTERNATE				

**TRACY UNIFIED SCHOOL DISTRICT
ORGANIZATIONAL MEETING HELD DEC. 2022**

2023 COMMITTEES:	ABERCROMBIE	ALEXANDER	BLANCO	FAGIN	HAWKINS	HOFFERT	SILCOX
OFFICERS							
BUDGET (Alt-)							
CHARTER SCHOOLS							
CITY SCHOOLS (Alt-)							
DISTRICT ATTENDANCE AREA							
FACILITIES ADVISORY (Alt-)							
FACILITY USE POLICY REVIEW (Alt-)							
SPECIAL ED							
TRACY LEARNING CTR/ AD HOC BOARD MEMBER (Alt-)							
TRACY PARKS (Alt-)							



Board of Education Calendar of Meetings 2023

TRACY
UNIFIED SCHOOL DISTRICT

The Board of Education holds its regular meetings in the Tracy Unified School District Education Center Boardroom located at 1875 W. Lowell Ave. Meetings begin at 7 p.m. The Board of Education's meeting agendas are posted for public viewing the Friday before each regular meeting in the Education Center lobby and on the District's website at www.tracy.k12.ca.us. Copies of meeting agendas also are available by contacting the Superintendent's Office at 830-3201. Minutes of Board of Education meetings are available for public review in the Superintendent's Office on Mondays through Fridays between 8 a.m. and 5 p.m., and can be viewed on the District's website at www.tracy.k12.ca.us.

BOARD MEETING DATES 2023	
01/10/23	
01/24/23	
02/14/23	
02/28/23	
03/14/23	
03/28/23	
04/25/23	
05/09/23	
05/23/23	
06/13/23	
06/27/23	
08/08/23	
08/22/23	
09/12/23	
09/26/23	
10/24/23	
11/07/23	
12/12/23	

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, November 8, 2022**

- 6:00 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- 6:03 PM:** Employee UCL-429 spoke to the board prior to the closed session vote.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, L. Hawkins, Z. Hoffert, S. Kaur
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
Absent: L. Souza
- 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#25, 22/23#26, 22/23#27
3.2.1
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1 (Souza)
6b Report Out of Action Taken on Reinstatements: AR#22-23/#07
3.2.2
Action: **Vote:** Yes-5; No-1(Hoffert); Absent-1 (Souza)
6c Report Out of Action Taken on Release Probationary Classified
3.3.1 Employee #UCL-428 Utility Person III
Action: **Vote:** Yes-6; No-0; Absent-1 (Souza)
6d Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-429 Food Service Worker
Action: **Vote:** Yes-5; No-1 (Alexander); Absent-1 (Souza)
6d Report Out of Action Taken on Consider Paid Leave of Absence for
3.3.3 Classified Employee #UC-430
Action: **Vote:** Yes-6; No-0; Absent-1 (Souza)
- Minutes:** 7. **Approve Regular Minutes of October 25, 2022.**
Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0; Absent-1 (Souza)
- Audience:** Brandy Campbell, Rachel Pollard, Miquel Romo, Jason Noll, Zach Boswell, Kim Bacchetti, Mike Bacchetti, Sean Brown, Bob Brownne, LuLu Flores, Gabey Silva, Richard Newton, Erin Quintana, Olinga Alexander, Susan Hawkins, Annabelle Lee, Chris Munger, Jacqui Nott, Jason Cheeseman, Denise Cheeseman, Raymond Shih, Connie Armellino, Michelle Simas, Juan Lopez, Kent Smedly, Debora Smedly, Arturo Gonzalez, Daisy Dougherty, Evelyn Gonzalez
- Student Rep Reports:** 8.1: None

Recognition & Presentations:

9.1 Williams Middle School Presentation

Miquel Romo, Principal of Williams Middle School, presented along with his Counseling team, consisting of Michelle Simas, Melanie Kaing, and Mercedes Morales-Villa. Last night at WMS they had a Harvest Festival/Dia de Los Muertos Celebration. This was spearheaded by their Parent Liaison, Roxanna Rivas, Teacher Brittany Amundson, and Assistant Principal Jennifer Hoffman, they did a wonderful job organizing the event. They had a great turn out and a fabulous night with games, activities, crafts, and student performances. West High School's Mecha Club performed and provided entertainment. Students joined them to dance on the stage. Representatives from Faces and Sow a Seed were present and provided information to the community. This is the first Harvest Festival at WMS and Mr. Romo hopes to continue this celebration each year.

They have new resources on campus to improve student behavior and provide academic support. COST is the Coordination of Services Team, which includes administration, counseling, psychologists, parent liaisons, and contracted vendors. As of today, WMS has completed over 100 COST referrals. They perform biweekly meetings to discuss the students' needs and to collaborate with their staff, agencies, and parents. The COST program is a great way to ensure they are serving their students. The advantage of having these resources is seeing the shift in the culture of their site. They have created a more positive school culture with more positive interactions between staff and students. Students are being more proactive in resolving conflict with each other. Behaviors have decreased in terms of suspensions as well as expulsions.

9.2 Recognize the Outstanding Employees of the Fall Term for the 2022-2023 School Year

The Board recognized 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 2022-2023 School Year. They were presented with certificates.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Special Education

Sean Brown, Director of Special Education, provided an update of the progress being made in the Special Education department. SPED is committed to their three C's: Compliance, Communication, and Community. Compliance has included legal presentations to their management team, on topics such as manifest determinations, mental health, and discipline, as well as trainings that have been offered to their teachers and paras, such as behavior training for classroom management, occupational therapy support, and reading intervention services. For communication, they are working on consistency across the district, so all schools are following the same procedures. This includes the creation of an E-binder with digitized documents of the district's SPED policies, procedures, and processes, and the Learning Beacon Newsletter, an internal document, that will share the latest departmental information,

professional development offered through the District and County, and will highlight the hard work being done by staff. They are conducting community workshops for parents, to develop better relationships with parents so they will know exactly what is going on and will know how to tap into resources for their students and gain familiarity with who the SPED team is at their school. The first workshop was tonight at North School. They plan to conduct workshops at all school locations.

Mr. Brown was excited to provide a SPED staffing update. The job fair last weekend was a great success, and they hope to have filled the remaining 16 classroom paras and 12 IEP para positions once the hiring clearance process is complete.

10.2.2 COVID Update

Zach Boswell, Director of Curriculum and Accountability, provided an update on COVID cases within San Joaquin County. Over the past six months, there was a bit of a spike, which has been heading down, placing the County at an average of 4.9 cases per 100K. This is lower than the California average of 6.1 cases per 100K. It is anticipated the number of cases may rise over the winter and holiday months. This will be the last official COVID update presented before the board.

Hearing of Delegations

11. Raymond Shih requested to speak before the board regarding food safety. As a parent, he is concerned of food safety at Kimball High School. He would like to know if there are regular inspections of the KHS kitchen. He is here to request the inspection reports for the KHS kitchen for years 2017/2018 through 2021/2022.

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, Kaur. **Vote:** Yes-6; No-0; Absent-1 (Souza)

13.1 **Administrative & Business Services:**

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

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

13.2 **Educational Services:**

13.2.1 Approve Agreement for Contract Services between Sow A Seed Foundation and Monte Vista Middle School for the 2022-2023 School Year

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

- 13.2.3 Approve Agreement for Reimbursement to Parent of TUSD Student for Payment for an Individual Education Evaluation Provided by Dr. Kristin Gross
- 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
- 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)
- 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
- 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
- 13.2.8 Approve TUSD Title I Schools' Parent and Family Engagement Policies for the 2022-2023 School Year (Separate Cover)
- 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
- 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 Student Teacher, Teacher Internship, Preliminary Administrative and PPS Credential Internships Agreement with University of the Pacific (Separate Cover)

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

Board Reports:

Trustee Hawkins really likes the collaboration happening at Williams Middle School and the change that has been implemented to reduce suspensions. Relations have been brought up a lot tonight and it shows how impactful they can be. Congratulations to all employees of the fall term.

Trustee Blanco thanked everyone for coming out tonight, particularly the presenters.

Trustee Kaur gave thanks for the presentations and the individuals that came out to speak. She echoes what Trustee Hawkins said, taking the suspension rates down so much is amazing. That represents 20 students that remain in school. She has seen

firsthand what trouble students can get into if they are not in school. This is Trustee Kaur's last board meeting as her term has expired. She said it has been amazing to be on this board, she has learned so much and is proud of the achievements they have been able to make. She never thought she would have an opportunity to serve the students, it has been a humbling experience.

Trustee Abercrombie gave congratulations to all employees recognized tonight. Last Saturday, 70 DARE kids came out to clean up a section of Tracy. He appreciates the students and parents for being there so early in the morning. Congratulations to Tracy High School football for a great season. Good luck to Kimball High School, he hopes they get a win on Friday. He thanked Trustees Kaur, Sousa, and Alexander for their hard work and wishes them the best in the future.

Trustee Hoffert thanked everyone for coming out and for their hard work helping students.

Trustee Alexander thanked all the board members that he was elected with. He thanked everyone for coming out tonight and the outstanding staff. He thanked the Tracy community for allowing him to serve them. It has been his pleasure to be on the school board and to be able to make decisions for the community. He plans to continue to be part of the community and to be an advocate in Tracy throughout the years and plans to continue attending school board meetings. He thanked Trustees Blanco, Hoffert, and Former Trustee Erskine. He also thanked Dr. Pecot; he is a wonderful Superintendent and hopes the new school board will give him their support.

**Superintendent
Report:**

Dr. Pecot expressed that this has been an inspiring meeting today; with everything Mr. Brown is doing in Special Education and all that is going on at Williams. He gave a shout out to Ms. Jalique in Human Resources for being able to fill so many positions. He gave congratulations to the Outstanding Employees of the Fall Term and thanked Trustees Souza, Alexander, Kaur, and Abercrombie for their service; it has been very appreciated. He wishes them good luck in their future endeavors.

Adjourn: 7:55 PM

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 16, 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
December 13, 2022
SUMMARY OF SERVICES

A. Vendor: M.C.Kimball and Associates, LLC
Sites: District-wide
Item: Contract
Services: Training for campus safety supervisors, monitors, and security personnel.
Cost: \$5,445.00
Project Funding: Environmental Health

B. Vendor: Document Tracking Services (DTS)
Sites: District-wide
Item: Licensing Renewal Agreement - Approve
Services: Yearly renewal of existing Agreement between the Tracy Unified School District, the Tracy Independent Study Charter School (TISCS), and DTS to provide electronic document templates for all TUSD District School Plans for Student Achievement, (SPSAs), in both English and Spanish, and the District Local Control Accountability Plan (LCAP) and any related LCAP Documents, in English and Spanish, which are all required and will be posted to the District Web-sites in order to meet County, State and Federal compliance requirements. Agreement extends for one (1) Year: 1/1/2023 through 1/1/2024.
Cost: \$3,900.00
Project Funding: District LCAP Funds

C. Vendors: SurveyMonkey, Inc.
Sites: District-wide
Item: Yearly Renewal of Usage/Access Agreement- Approve
Services: Yearly renewal of existing Agreement between the Tracy Unified School District and SurveyMonkey, to provide electronic surveys, results, data and feedback that are created and accessed by multiple District Departments. Various stakeholder surveys are required as part of the District Local Control Accountability Plan (LCAP), as part of the District's Healthy Kids Grant, to meet State and Federal Funding compliance requirements, and to solicit parent feedback on various issues. Agreement extends for one (1) Year: 1/24/2023 through 1/23/2024.
Cost: \$4,500.00 for ten access licenses
Project Funding: District LCAP Funds

D. Vendors: Tracy Unified School District.
Sites: DEC
Item: Agreement for Contract Services
Services: Agreement by and between Tracy Unified School District and Turlock Unified School District. TUSD to provide transportation of Turlock Unified School District SPED student to and from Kirk Baucher School in Modesto from temporary respite home in Tracy, for the school year, which may include extended school year. Turlock Unified shall pay TUSD monthly, \$70.00 per day for transportation.
Cost: Cost will be reimbursed by Turlock Unified School District
Project Funding: N/A



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: December 2, 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 the Tracy Educational Foundation for the amount of \$18,938.99 (ck. #TBD). This donation will benefit TUSD students in grades K-5. Approximately \$1,720 will be provided to each school, to be used for enrichment, at the principal's discretion.
2. Tracy Unified School District: From Staples, at an estimated value of \$1,500.00. The donation, an assortment of binders, folders, and glue sticks, will be distributed to students in need.

West High School:

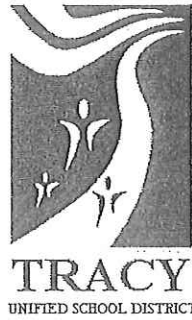
1. Tracy Unified School District/West High School: From Plate Line Framers, Inc. for the total amount of \$500.00 (ck. #71969). This donation will benefit West High's boys' soccer team.
2. Tracy Unified School District/West High School: From Amardeep K Pahal & Lakhwinder S. Sanghera for the total amount of \$500.00 (ck. #110). This donation will benefit West High's wrestling 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 at 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: November 8, 2022
SUBJECT: Approve Agreement for Contract Services between IXL Learning and North School to Provide IXL Learning 6/7/8 SPED License in ELA, Math, Science, and Social Studies for the 2022-2023 School Year

BACKGROUND: North Elementary School has a need for intervention in 6/7/8 SPED Reading, Math, Social Studies and Science. This school year, we would like to add IXL. IXL is a digital learning platform that is tailored to each student's specific subject, topic, and curriculum needs. The curriculum-based program includes a real-time diagnostic, actionable analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year.

RATIONALE: 6/7/8 SPED assessment data, FastBridge assessments, and teacher feedback, including feedback for our site SPED team has indicated the need to provide tier 2 and 3 supports for students to address learning needs. In between FastBridge assessment windows, and during intervention, we will utilize IXL based on student needs to track progress and record growth.

FUNDING: The cost, not to exceed \$1,199.00, will be paid from the Learning Recovery Fund.

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning and North School to Provide IXL Learning 6/7/8 SPED License in ELA, Math, Science, and Social Studies for the 2022-2023 School Year.

Prepared by: Susan Hawkins, North School, Principal.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: IXL is a digital learning platform that is tailored to SPED student's specific subject topic and curriculum needs. The curriculum-based program includes a real-time diagnostic, actionable, analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. The program is fully aligned with California Common Core State standards.

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

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

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

- a. District shall pay \$1,199.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$1,199.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on December 13, 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, Susan Hawkins, at (209) 830-3350 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

P. J. Miller
Contractor Signature Title
94-3321802
IRS Identification Number
CEO
Title
777 Mariners Island Blvd., Suite 600
Address
San Mateo, CA 94404

Tracy Unified School District
Date
Account Number to be Charged
Department/Site Approval
Budget Approval
Date Approved by the Board



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

QUOTE

QUOTE # 1207607
DATE: November 2, 2022

TO:
Gabriela Silva
North School
2875 Holly Dr
Tracy, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
		December 13, 2022 - May 26, 2023	December 2, 2022

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	1 year IXL Classroom License for 50 students Subjects: Math, Language Arts, Science, Social Studies	\$1,199.00	\$1,199.00
SUBTOTAL			\$1,199.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$1,199.00

Ordering Instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1207607. For international accounts, we can accept wire transfers for an additional fee.



EDUCATIONAL SERVICES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 9, 2022
SUBJECT: Approve Special Contract Services Agreement with The Learning Fountain, Inc. for Independent Education Evaluation (IEE)

BACKGROUND: Board approval is requested to contract with the Learning Fountain, Inc. The District's Special Education administration would like to contract with the Learning Fountain, 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 \$1,400.00. 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 Special Contract Services Agreement with The Learning Fountain, Inc. for Independent Education Evaluation (IEE).

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

1. Contractor shall perform the following duties: 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 OT 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 \$ 700(assessment) plus 4 hour(175) per ☒ HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$ 1400. 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 November and shall terminate on June 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 School District _____

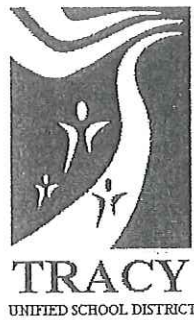
Date _____

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: November 1, 2022
SUBJECT: Approve Overnight Travel for 3 Advisors and 12 Students of West High FFA to attend the Made for Excellence Leadership Conference in Sacramento, CA, January 13-14, 2023

BACKGROUND: The West High School FFA program consisting of twelve students and three Advisors will travel to Sacramento, CA, for the Made for Excellence Leadership conference. They will leave traveling in district vans stopping for lunch on the way to Sacramento and attend the conference all day, returning Saturday late afternoon. Students will participate in leadership building activities, plan the years program of activities calendar and receive public speaking training.

RATIONALE: The Made for Excellence leadership conference will offer student's leadership training, workshops and time to network with other students from around the country. Chaperones will accompany students to all events, and they will all stay at the Hilton Hotel Arden West, 2200 Harvard Street, Sacramento, 95815. Students will have time set aside to complete any homework assigned. Staff chaperoning this event are Taylor Myers, Kari Magniez, and Audrianna Farmer, all Ag. Science teachers at West High School. This aligns with Strategic Goal #1 Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging, transportation, and registration fees will total approximately \$4,646.00. The Agriculture Incentive Grant, West High ASB, and CTE program will pay for various pieces of this trip.

RECOMMENDATION: Approve Overnight Travel for 3 Advisors and 12 Students of West High FFA to attend the Made for Excellence Leadership Conference in Sacramento, CA, January 13-14, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 2, 2022
SUBJECT: **Approve Contract Service Agreement with LifeWorks ACS, Inc. for an Independent Educational Evaluation for Occupational Therapy**

BACKGROUND: The Special Education Department has initiated a contract with LifeWorks-ACS, Inc. for an Independent Educational Evaluation (IEE) for Occupational Therapy assessment for one Special Education student. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with the statutory timelines.

RATIONALE: Tracy Unified School District must offer a continuum of services, including IEE's to students with exceptional needs. This request supports the District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract are \$3,310.00 per comprehensive Occupational Therapy IEE. Total contract will not exceed \$3,310.00 for the fiscal year beginning July 1, 2022, and ending June 30, 2023. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with LifeWorks ACS, Inc. for an Independent Educational Evaluation for Occupational Therapy.

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

1. Contractor shall perform the following duties: Occupational therapy assessment and attend an IEP meeting (not to exceed 3 hours) to share assessment report.

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 seven (7) [☒] HOURS [☐] DAYS, under the terms of this agreement at the following location West 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 \$ 2,790.00 per [☐] HOUR [☐] DAY [☒] FLAT RATE, not to exceed a total of \$ 3,310.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [☐] SHALL [☒] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
 - c. District shall make payment on a [☐] MONTHLY PROGRESS BASIS [☒] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 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 Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, 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 comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☒] WILL | | WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

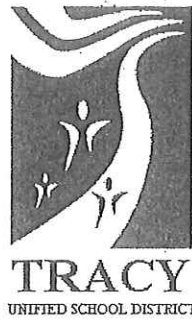
Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 8, 2022
SUBJECT: Ratify Agreement for Special Contract Services with School Psychology Group, Inc. for an Individual Educational Evaluation (IEE) for a Psychoeducational Evaluation

BACKGROUND: The Special Education Department has initiated a contract with School Psychology Group, Inc. for an Independent Educational Evaluation (IEE) for a psychoeducational assessment for one Special Education student. Approval is necessary at this time to fulfill district responsibility to allow for agreed upon assessor of parent's choosing per applicable laws and to stay compliant with the statutory timelines.

RATIONALE: Tracy Unified School District must offer a continuum of services, including IEE's to students with exceptional needs. This request supports the District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for this contract are \$6,850.00 per IEE. Total contract will not exceed \$6,850.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account #01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Agreement for Special Contract Services with School Psychology Group, Inc. for an Individual Educational Evaluation (IEE) for a Psychoeducational Evaluation.

Prepared by: Sean Brown, Director of Special Education.

[REDACTED]

AGREEMENT TO PROVIDE AN INDEPENDENT EDUCATIONAL EVALUATION

This Agreement ("Agreement") is entered into, by and among the School Psychology Group, Inc. ("Vendor") on the one hand, and minor [REDACTED] ("Student"), by and through his parents, [REDACTED] (collectively "Parents"). Each of the parties may be referred to individually as "Party" or are sometimes collectively referred to as the "Parties." The Agreement is also executed by Tracy Unified School District ("District") in its capacity as a Third Party Obligor hereunder.

RECITALS

- A. Tracy Unified School District ("District") consented to an independent educational evaluation ("IEE") for [REDACTED] to be provided at no cost to Parents.
- B. District consents to Ruth Rubalcava, PsyD, Licensed Educational Psychologist of the School Psychology Group, Inc. as the independent assessor.
- C. Parents consent to an IEE fee of \$6,850 (the "IEE Fee") to be paid by District.

AGREEMENT

BUSINESS NAME: School Psychology Group, Inc.

ADDRESS: 765 San Diego Road, Berkeley, CA 94707

MAILING ADDRESS: 765 San Diego Road

CITY: Berkeley

STATE: CA

ZIP: 94707

PHONE: 510-910-3222

FAX: 510-680-1189

FEDERAL TAX I.D. NUMBER: 85-1695813

1. DESCRIPTION OF SERVICES (SCOPE OF WORK)

Ruth Rubalcava, PsyD, Licensed Educational Psychologist of Vendor shall provide the following services (the "Services") to [REDACTED] child of [REDACTED]

- i. Conduct an IEE of the student. (IEE as used herein means an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.)
- ii. Provide a written report of the results of the IEE to Parents and District.
- iii. If requested by Parents or District, attend one (1) individualized education program ("IEP") team meetings to report on the results of the IEE at a time mutually agreeable to the Parents, Vendor and District.
- iv. All reports prepared or produced during the course of providing the Services shall be jointly owned by and jointly assigned to Parents and District.
- v. The Services must be completed in a good and workman like manner in accordance with the generally accepted standard of care in the industry.

2. COMPENSATION/PAYMENT FROM THIRD PARTY OBLIGOR/ASSIGNMENT OF RIGHTS

District acknowledges that it is a third party to this Agreement who is obligated to pay the IEE Fees directly to Vendor and is, therefore, a third party obligor under this Agreement ("Third Party Obligor"). Vendor agrees that the IEE Fees will be paid directly to it by the District, and that it shall have no right to collect the IEE Fees from Parents. Once the written report has been provided to Parents and District, Vendor will submit an invoice to Parents who will in turn provide the invoice to the District in its capacity as a Third Party Obligor hereunder. District shall pay the full IEE Fees to Vendor following Vendor's receipt of the IEE report within 45 days of receipt of an invoice and completed IRS Form W-9 from Vendor. Both Parent and Vendor shall have the right to enforce District's obligation to pay the IEE Fees to Vendor directly.

3. TERM AND TERMINATION

This Agreement is effective on upon signature of all parties and terminates upon receipt by Vendor of full payment hereunder from the District in its capacity as Third Party Obligor

under this Agreement.

4. TAX REPORTING/PAYMENT

Vendor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including, but not limited to, Unemployment Insurance, Social Security and Income Taxes with respect to Vendor's employees.

5. SUBCONTRACT OR ASSIGNMENT

Other than as agreed herein, neither party shall assign, delegate or subcontract any part of this Agreement without the written consent of the other party.

6. INDEPENDENT CONTRACTOR STATUS

In the performance of the services to be provided, Vendor is an independent contractor with the authority to control and direct the performance of the details of the work, and this Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. Vendor understands and agrees that it and all of its employees are not employees of the Parents and are not entitled to benefits to which employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, vacation or sick pay.

7. GOVERNING LAW/VENUE

This Agreement shall be governed under the laws of the State of California. Vendor and Parents and the District (in its capacity as Third Party Obligor hereunder) hereby consent to the jurisdiction of the state or federal courts located in Alameda County, California.

8. NOTICES

Any and all notices, and other documents and communications, permitted or required to be given pursuant to this Agreement shall be deemed duly given:

- A. upon actual delivery, if delivery is by hand or courier service; or
- B. upon receipt by the transmitting party of confirmation or answer back if delivery is by

facsimile, email or other electronic means; or

- C. upon the third day following delivery into the United States mail if delivery is by registered or certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated in this Agreement or at any other address as the respective party may designate by notice delivered pursuant hereto.

9. MISCELLANEOUS

- A. This Agreement contains the entire agreement between Parents and Vendor and supersedes any and all prior discussions, understandings, and negotiations, whether oral or in writing. This Agreement may not be modified or amended unless in writing and signed by both Parties.
- B. If any provision of this Agreement shall be held to be invalid, illegal or enforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby, except where enforcement is inconsistent with the Parties' intent.
- C. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both Parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.
- D. This Agreement may not be modified orally, nor may it be modified by any subsequent practice of course dealing by the Parties, or in any manner other than in writing, duly attached and executed by the Parties as an addendum hereto.

10. EXECUTION INCOUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic

transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year written below.

SCHOOL PSYCHOLOGY GROUP, INC.

PARENTS

By: _____

By: _____

Printed Name: Ruth Rubalcava

Printed Name: [REDACTED]

Title: President, School Psychology Group, Inc.

Date:

Date:

By:

Printed Name: [REDACTED]

Date:

THIRD PARTY OBLIGOR.

Tracy Unified School District executes this Agreement in its capacity as Third Party Obligor on the day and year written below.

Tracy Unified School District
In its capacity as Third Party Obligor of the IEE Fees hereunder

By: _____

Printed Name: _____

Title: _____

Date:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 16, 2022
SUBJECT: Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers

BACKGROUND: The McKinley Elementary School teachers will participate in Professional Development focused on STEM/NGSS Implementation/Environmental Literacy as part of the larger TUSD Education Innovation and Research Grant titled *Leadership in STEM: The PreK-12 Pathway*.

RATIONALE: The Tracy Unified School District, in alignment with TUSD LCAP goals is concentrating resources on various actions including STEM for all students with support of the Education Innovation and Research Grant titled *Leadership in STEM: The PreK-12 Pathway*. McKinley Elementary School is a participating school in this grant. In order to facilitate this training, McKinley School will contract with the San Joaquin County Office of Education (SJCOE) STEM Development Team to provide these services. This professional development opportunity will be presented to McKinley teachers during the Buy Back Day on January 27, 2023 and will focus on STEM/NGSS Implementation/Environmental Literacy. This aligns with McKinley's SPSA Goal #3: Prepare all students to meet grade level standards in the areas of Life Sciences, Physical Sciences, and Earth and Space Sciences. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure to a safe learning environment that supports staff and student goals.

FUNDING: The cost for this contracted service will not exceed \$2,800.00. This fee includes preparation and facilitation of the K-5 Professional Learning focused on STEM/NGSS Implementation provided by the San Joaquin County Office of Education's STEM Department. The funds will be paid out of site Title 1 funds allocated for Professional Development for STEM in McKinley's SPSA.

RECOMMENDATION: Approve Agreement for Contract Services for STEM Professional Development between McKinley Elementary and San Joaquin County Office of Education for McKinley Teachers.

Prepared by: Mrs. Shannon Bancroft, McKinley Elementary School Principal



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

MEMORANDUM OF UNDERSTANDING

SAN JOAQUIN COUNTY OFFICE OF EDUCATION and MCKINLEY ELEMENTARY - TRACY UNIFIED SCHOOL DISTRICT

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and McKinley Elementary, hereinafter referred to as "ME," is to provide professional learning for the 2022-23 school year focused on K-5 Science Staff Development STEM professional learning.

The two parties, SJCOE and ME, mutually agree to the following terms and conditions for the 2022-23 school year.

I. SCOPE OF WORK

- a. SJCOE STEM Programs will provide the following services:

Specific Days and Times:

Date(s)	Location(s)	Topic	# of PD Days	Total Cost
January 27, 2023	McKinley Elementary	NGSS Implementation	1	\$2,800
Total Cost				\$2,800

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from November 16, 2022 – February 28, 2023.

III. COMPENSATION

- a. Professional learning costs (which include preparation, travel, and materials).
i. ME will pay SJCOE in the amount of \$2,800 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of McKinley Elementary School. McKinley Elementary School agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

- b. San Joaquin County Office of Education agrees to make no claim against McKinley Elementary School for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

Are you, any of your employees a sub-contractor of CalSTRS or CalPERS retiree?
If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No
☐ Yes ☐ No

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

Annie Cunial, Div. Director STEM Programs

11/16/2022

Date

MCKINLEY ELEMENTARY SCHOOL

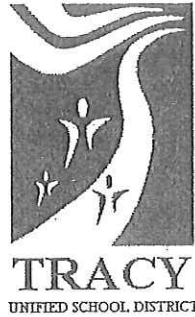
Shannon Bancroft, Principal

Date

Warren Sun, Div. Director of Operations

11/16/2022

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 16, 2022
SUBJECT: Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and Poet Christian School for the 2022-2023 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Poet Christian School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The program will be paid with district ELOG funds not to exceed a total of \$12,500.00

RECOMMENDATION: Approve Agreement for Special Contract Services between Parent Institute for Quality Education (PIQE) and Poet Christian School for the 2022-2023 School Year.

Prepared by: Steven Wichman, Poet Christian School Principal.

Parent Institute for Quality Education Family Engagement Program



ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION

The Family Engagement Program seeks to educate, empower, and inspire families to take an active role in their students' education while building community and a peer-to-peer network. Families are engaged in programming that encourages fostering a positive educational environment at home and at school to increase academic success.

- 8-week program | Once a week, 75 minute-sessions virtual and 90 minute-session in-person
- Includes Social Emotional and Digital Literacy Components
- Families better understand how to navigate the school system, access relevant information for student success, and college admission requirements Identify ways to connect with teachers and school counselors to support student's early academic achievement

Week No. TOPIC/DESCRIPTION		SPECIFIC OBJECTIVES
<u>Week 1:</u> Orientation Session	Introduction to Family Engagement <i>Virtual – 75 min</i> <i>In-Person – 90 min</i>	<p>What is Family Engagement?</p> <p>During this orientation, families will understand the importance of family engagement and how to build a positive relationship with the child's school.</p> <ul style="list-style-type: none"> • Understand PIQE's mission and history. • Learn about the importance of family engagement and understand the concerns regarding the student's education. • Understand the school structure and learn about the opportunities to become active in the student's academics. • Understand the importance of digital literacy skills and how these tools are necessary to support students academically.

**Parent Institute for Quality Education
Family Engagement Program**



ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION

<p><u>Week 2:</u> 1st Class</p>	<p>Fostering Self-esteem and academic achievement Social-Emotional Learning</p>	<p>Fostering Self-esteem and academic achievement</p> <p>Upon completion of the class, families will be able to:</p> <ul style="list-style-type: none"> • Be familiar with the definition of Emotional Intelligence and its four areas. • Identify ways to develop Emotional Intelligence in children. • Understand the importance and identify strategies to develop positive self-esteem in students. • Know the correlation between students' self-esteem and academic performance. • Develop digital skills to contact and communicate with school personnel for support and research additional resources.
<p><u>Week 3:</u> 2nd Class</p>	<p>Family Engagement and Home Habits</p>	<p>Establishing the Collaboration between Home, School, and Community</p> <p>Upon completion of the class, families will be able to:</p> <ul style="list-style-type: none"> • Understand the relationship that exists between home, school, and community to support academic success. • Recognize the home environment as the primary source that influences the child's development. • Identify age-appropriate strategies to create a home environment that supports children's academic development. • Identifying resources and academic support and how to support students at home. • Build digital skills by researching school and community support for the student.

Parent Institute for Quality Education Family Engagement Program



ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION

<u>Week 4:</u> 3 rd Class	General Academics	<p>General Academics: Foundations for Academic Success</p> <p>Upon completion of the class, families will be able to:</p> <ul style="list-style-type: none"> • Become familiar with California's standardized testing systems (CAASPP and ELPAC) and be able to read the student's reports. • Recognize the benefits of a parent-teacher conference and know how to make it an effective conference. • Identify ways to connect with teachers and school counselors to support their students' early academic achievement.
<u>Week 5:</u> 4 th Class	Academics – Testing and Standards	<p>Academics – Testing and Standards</p> <p>Upon completion of the class, families will be able to:</p> <ul style="list-style-type: none"> • Understand the academic expectations required of the students by the Common Core State Standards. • Locate, understand, and elementary math standards and how to use them to support students. • Locate and understand elementary English Language Arts standards and how to use them to support students. • Become familiar with elementary science standards and how to use them to support students.
<u>Week 6:</u> 5 th Class	Early College Preparation Retrospective Survey	<p>Becoming Familiar with College Requirements</p> <p>Upon completion of the class, families will be able to:</p> <ul style="list-style-type: none"> • Understand the benefits of going to college. • Understand that a solid academic foundation prepares students for college admission (5 Start Model) • Be familiar with the different types of financial aid available for postsecondary education.

**Parent Institute for Quality Education
Family Engagement Program**



ELEMENTARY SCHOOL: THE ACADEMIC FOUNDATION

		<ul style="list-style-type: none"> Be familiar with the steps to enroll in FAFSA (or DREAM Act), important deadlines, requirements, and where to find support.
<u>Week 7</u> Principal's Dialogue	School Dialogue Principals, Vice Principals, and/or School Counselors respond to the families' questions, concerns, and suggestions. They also provide families with access/referrals to school team members.	Family and School Relations (School Dialogue) This forum encourages the families to participate in school activities, meet with the student's teacher and/or counselor regularly, and stay involved in the child's education. <ul style="list-style-type: none"> PIQE will facilitate dialogue with school representatives and families. Resources available for families, community events, LCFF meetings, resources, counseling, and any additional support for students.
<u>Week 8</u> Graduation	This last session cements the families' responsibility to support their students and work with their school community. The ceremony is attended by family members and becomes a positive memory for families and their children.	Graduation Ceremony The course culminates with a graduation ceremony in which families are awarded certificates of completion by the school Principal. Participants are also invited to share their experiences in PIQE's Family Engagement Program. Perfect attendance is recognized.



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Steven Wichman, School Principal

From: Gabriela Rios, Executive Director

Date: November 15th, 2022

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

RECITALS

- A. Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12** for the parents of the children enrolled in the school identified above. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.
- B. Time of Class: Morning _____ Evening 6:00pm ✓ _____
- C. Type of Class: Virtual (V) _____, Hybrid (H) _____ ✓ _____, In-Person (P) _____
- D. **Hybrid** – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.
- E. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- F. Session Dates: **February 28, 2023 – April 25, 2023**

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

- G. Compensation: a flat fee of \$12,500.00 for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- H. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: **Gladys Poet-Christian Elementary School of the Tracy Unified School District**

School funding: District ELOG funds

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


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

I accept these services at **Gladys Poet-Christian Elementary School** under the terms and conditions noted.

Steven Wichman, School Principal

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: 8-week program, once a week, 75 minute sessions virtual and 90 minute session in person to educate parents at Poet Christian School for the 2022-2023 school year. Includes Social Emotional and Digital Literacy Components.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 day per wk/8 weeks () [] HOURS [X] DAYS, under the terms of this agreement at the following location Poet Christian School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$\$12,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$\$12,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$n/a for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on December 14, 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, Steven Wichman, at (209) 830-3325 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

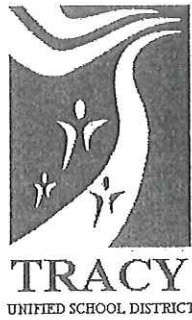
Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 28, 2022
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-23 School Year

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

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health and academic specialists who represent Bohn's student population and proven success impacting student achievement and behaviors. FACES is certified by the National Tutoring Association. They will provide one (1) academic tutor, 20 hours per week, for the remainder of the 2022-23 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, academic tutoring and behavior supports. This aligns with Strategic Goal #2 of our SPSA to prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: FACES will be paid \$60,000.00, funded through Title I carry-over and ELOG carry-over funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for the 2022-23 School Year.

PREPARED BY: Julianna Stocking, Associate Superintendent of Educational Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services (F.A.C.E.S), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 1 academic tutor to assist and support student academic achievement in the classroom. The academic tutor will provide tutoring 20 hours a week. Services will include academic tutoring, mentorship, behavior support, positive development of academic skills and confidence.

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 100 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 60,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 60,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on December 14, 2022, and shall terminate on May 26, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Julianna Stocking, at (209) 830-3202 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

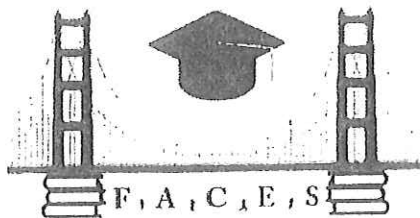
employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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

AGREED:

Contractor Signature	Title
<hr/>	
IRS Identification Number	
<hr/>	
Title	
<hr/>	
Address	
<hr/>	
<hr/>	

Tracy Unified School District
<hr/>
Date
<hr/>
Account Number to be Charged
<hr/>
Department/Site Approval
<hr/>
Budget Approval
<hr/>
Date Approved by the Board
<hr/>



Memorandum of Understanding

Between

Faith in Action Community Education Services

And

Louis A. Bohn Elementary School

This Memorandum of Understanding (MOU) sets for the terms and understanding between Faith in Action Community Education Services and Louis A. Bohn Elementary School to provide school related services. These services will include tutoring services. F.A.C.E.S. is certified by the National Tutoring Association. Louis A. Bohn Elementary School requests that F.A.C.E.S. provides for the 2022-2023 school year.

Background

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

Purpose

This MOU will be set in place to allow Faith in Action Community Education Services provide one part-time tutor at Bohn Elementary who will provide direct tutoring services 20 hours per week.



Funding

This MOU certifies that invoices from F.A.C.E.S. will be sent out twice a month on the last day of the month and on the 15th of the month and that payments from Louis A. Bohn Elementary School will be sent out twice a month on the 1st and the 15th of each month. The agreed rate of \$60,000 for the entire school year will be billed to Louis A. Bohn Elementary School.

Duration

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

Contact Information

Faith in Action Community Education Services

Joshua Brown

CEO

401 E. Main St. Stockton, CA 95202

209-870-0471

jbrown@facesedu.org

Louis A. Bohn Elementary School

Jacqui Nott

350 E. Mount Diablo Tracy, CA 95376

(209) 830-830-330

jnott@tusd.net

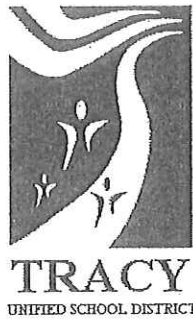
Date:

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

Date:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 28, 2022
SUBJECT: Approve the West High Music Program to attend the Forum Music Festival/
College visit in Anaheim on April 21-23, 2023

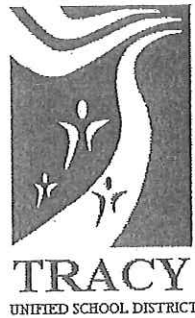
BACKGROUND: Forum Music Festivals provide an Adjudicated Festival for students to receive valuable feedback on their performances. They help provide a professional atmosphere and give our students valuable experience performing for a live audience on college campuses and theatres across California.

RATIONALE: West High Music program believes an education in the arts can be a major factor for some students to stay in school. It combines personal and social connections; and unites the academic with the artistic. This adjudicated experience will uplift and cultivate student performance potential. By performing for an objective adjudicator, students learn to appreciate every member of their ensemble. Working towards a group goal drives students to learn to cooperate, solve problems and share a sense of achievement. There will be 100 students, 2 West High Music teachers and 8 parent volunteers chaperoning this trip to Anaheim. The Philharmonic band and choir students will leave West High on Friday, boarding two buses provided through Tracy Unified Transportation Department. The hotel will be determined. They will tour and perform at Biola University and view the play Hairspray at the Segerstrom Center. They will also go to Disneyland to experience (for the first time for many of our students), the happiest place on earth! It is a part of the experience package Forum provides. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The program cost is estimated at \$20,000. This includes hotel, fees, registration, entrance fees to Disney, buses, driver lodging, etc. This is to be paid from West High Music Boosters with a contribution of \$3,000 for transportation from West High Title 1 (Goal 1c9); and West High Title 1 (Goal 1c10), will pay for the substitutes needed.

RECOMMENDATION: Approve the West High Music Program to attend the Forum Music Festival/College visit in Anaheim on April 21-23, 2023

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Supt f Ed Services
DATE: November 30, 2022
SUBJECT: Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for PECS 1 Level Training on 02-16-23 and 02-17-23

BACKGROUND: Tracy Unified School District (TUSD) provides related services to all students who may demonstrate communication deficits. Providing support to our students in the area of communication in the school setting is necessary for students to access and in order to be academically successful.

RATIONALE: Functional Communication is vital to foster social and academic success. TUSD will contract to provide a 2-day evidence-based training in the area of developing, teaching, and implementing a functional communication system using picture icons for students with significant communication delays to SLPs, Special Education Teachers, Special Education Paraprofessionals, and SPED support staff.

FUNDING: The total cost for Pyramid Education Consultant services will not exceed \$10,805.

RECOMMENDATION: Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for PECS 1 Level Training on 02-16-23 and 02-17-23.

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

1. Contractor shall perform the following duties: _____
To provide a 2-day evidence-based training in the area of developing, teaching, and implementing a functional communication system using picture icons for students with significant communication delays to SLPs, Special Education Teachers, Special Education Paraprofessionals, and SPED support staff. _____
- 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 the District Education Center.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 10,805 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,805. 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 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: November 30, 2022
SUBJECT: **Approve Special Contract Services Agreement with the Speech Therapy and Accent Group for an Independent Education Evaluation (IEE)**

BACKGROUND: Board approval is requested to contract with the Speech Therapy and Accent Group, Inc. The District's Special Education administration would like to contract with the Speech Therapy and Accent Group, 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, services and placement. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2022-2023 regular school year and related services will not exceed \$2,800.00. 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 Special Contract Services Agreement with the Speech Therapy and Accent Group for an Independent Educational Evaluation (IEE).

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 Speech Therapy and Accent Group, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Independent Education Evaluation (IEE) of 1 District student
The contracted agreement will be performed based on the SJCCE SELPA Guidelines. A written report will be provided at the same time it is made available to parent of student being evaluated.
The Speech Therapy and Accent Group, Inc. will provide a speech/language assessment to prepare the student to be a well rounded individual with knowledge and skill for success and ensure a safe learning environment that supports student goals.
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 60 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Central Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$2,800 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$2,800. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ 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 December 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 School District

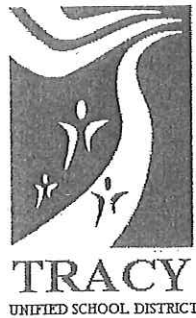
Date

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: November 30, 2022
SUBJECT: Approve the West High Wrestling Program to Attend the Vintage High 23rd Annual True Wrestler Napa Valley Girls Classic on January 6-7, 2023

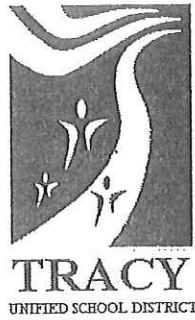
BACKGROUND: The Napa Valley Girls Classic features the best varsity wrestlers in the State of California. It will prepare our athletes to excel in the State finals.

RATIONALE: West High Wrestling program believes that our athletes who compete at this level will go on to excel at the finals. Eight female athletes, Coach Corbett, Coach Bravo and approved volunteer coach Heather Corbett will travel by district vans to Napa, leaving Thursday night and returning Saturday evening. Students will have time to complete any homework assigned by their teachers. They will stay at the Hampton Inn & Suites, 945 Hartle Court in Napa. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The estimated cost for this trip is \$2,500. This includes hotel, fees, registration, sub cost and transportation. This is to be paid from West High ASB wrestling account, Home Field Advantage, and Athletics. Staff and students will pay for their own meals.

RECOMMENDATION: Approve the West High Wrestling Program to Attend the Vintage High 23rd Annual True Wrestlers Napa Valley Girls Classic on January 6-7, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: November 30, 2022
SUBJECT: Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2022-2023 School Year

BACKGROUND: Sow A Seed Community Foundation has been providing intervention services for young men and women in the community of Tracy since 2005, focused on student social and academic success. Many students witness the struggles their families face, both economic and personal. With over 60% of students on free and reduced lunch, multiple families living together, & students who are in foster care, there is a significant need for intervention services for students at Williams Middle School.

RATIONALE: Sow A Seed Community Foundation provides a mental health specialist who is trained in Bright Futures Youth Development Program, a nationally recognized mentoring program. Sow A Seed provides campus support in the form of a planned site orientation, 1:1 case management, Group Circle interventions, crisis intervention and restorative circles. Currently, students at Williams Middle School are referred to our tier three support services through Community Medical Centers, which are services provided to students who are in need of 1:1 mental health counseling, referred by our counseling staff. Collaborating with Sow A Seed, will provide tier two services for Williams Middle students, where staff will identify and refer students who may be in need of academic and/or social mentoring. Sow A Seed will help fill a void in our Multi-Tiered Systems of Support (MTSS) for Williams Middle School and our school community.

FUNDING: The District shall pay \$52,272 for the 2022-2023 SY. The cost of the program will be paid by site ELOG Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2022-2023 School Year.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Sow A Seed, will provide tier two services for Williams Middle students, where staff will identify and refer students who may be in need of academic and/or social mentoring. Sow A Seed will help fill a void in our Multi-Tiered Systems of Support (MTSS) for Williams Middle School and our school community.

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 1350 () [X] HOURS [] DAYS, under the terms of this agreement at the following location WMS.

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

- a. District shall pay \$ 52,272 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ _____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a [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 08/10/2022, and shall terminate on 05/26/2023.

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, Miguel Romo, at (209) 830-3345 x5474 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


Contractor Signature _____ Title _____
11-3821058
IRS Identification Number _____
Interim Executive Director
Title _____
42 W. 8th Street
Address _____
Tracy, CA 95376

Tracy Unified School District

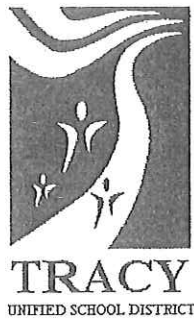
Date

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 Educational Services
DATE: December 1, 2022
SUBJECT: Approve Overnight Travel for 4 Advisors and 12 Students of West High FFA to Attend the 95th Annual State FFA Leadership Conference in Ontario, CA on March 15-20, 2023

BACKGROUND: The West High School FFA program consisting of twelve students and four Advisors, will travel to Ontario, CA, for the State FFA conference. They will leave traveling in district vans stopping for various meals and gas on this 5-hour drive. They will attend the conference where student accomplishments will be celebrated. Students are required to attend all events as they represent the chapter and serve as voting delegates.

RATIONALE: The State FFA conference will offer student's leadership workshops, career expos, tours, and time to network with other students from around the country. Chaperones will accompany students to all events. Students will have time set aside to complete any homework assigned. Staff chaperoning this event are Kari Magniez, Audrianna Farmer, Abigail Ferrell and Taylor Myers, all Ag. Science teachers at West High School. This aligns with Strategic Goal #1 Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging, transportation, and substitute costs will total approximately \$6,500. The Agriculture Incentive Grant will pay for meals for staff attending, hotel and transportation for students and staff. The CTE Perkins grant will assume some of the cost as well as the FFA ASB account.

RECOMMENDATION: Approve Overnight Travel for 4 Advisors and 12 Students of West High FFA to Attend the State FFA Leadership Conference in Ontario, CA on March 15-20, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: Dec 1, 2022
SUBJECT: Approve Agreement for Contract Services with Life Saver CPR for Services at all District Schools for the 2022-2023 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides health services to all students who may be experiencing health challenges posing barriers to their academic performance and overall well-being. Health interventions in the school setting are necessary for students to access in order to be academically successful. This includes having trained on site staff members who can perform CPR in case the need should arise until the emergency service department arrives to take over.

RATIONALE: Health interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. TUSD will contract with Life Saver CPR to provide on-site hands-on staff CPR training (this includes basic CPR, AED, and First Aid Training) to administrator designated school site staff. This effort is in collaboration with Life Saver CPR to ensure a safe learning environment that supports staff and students. Life Saver CPR will come and set up on campus in the school admin designated area on the sites selected date and time. This service will be available for admin designated TUSD staff members (not to exceed 20 staff members per site). Upon completion of the 1.5-hour training, the staff members will receive a CPR certificate which is good for 2 years.

FUNDING: Title IV, Part A funds. Flat rate of \$17,100.00 not to exceed a total of \$20,000.00.

RECOMMENDATION: Approve Agreement for Contract Services with Life Saver CPR for Services at all District Schools for the 2022-2023 School Year.

Prepared by: Erica Contreras, TUSD Health Services Coordinator.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide CPR hands on STAFF training at the designated school sites during the 2022-2023 school year to the following TUSD school sites: Bohn, Central, Art Freiler, Hirsch, Jacobson, George Kelly, John Kimball High school, McKinley, Monte Vista, North, Poet-Christian, South West Park, Tracy High School, Villalovoz, West High School, Williams, Stein High School, Tracy Charter, Tracy Adult school.
The training is designed to provide on-site hands on CPR staff training to admin selected staff members. Not to exceed 20 staff members per site.

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 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 17,100 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 20,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on Dec 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, Erica Contreras, at (209) 830-3241 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

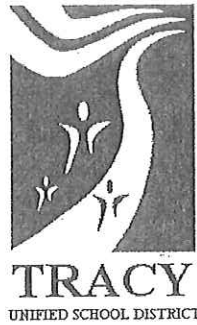
Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 30, 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>
Rojas, Maria STEM Coordinator	DEC	12/03/2022	Personal
Magdaleno, Lilea Psychologist	DEC	01/01/2023	Personal

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Engelman, Ryne PE Teacher	WMS	12/16/2022	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Bacchetti, Kimberly Assessment Specialist	DEC	12/31/2022	Retirement
Gonzales, Felipe Custodian I	MOT	11/23/2022	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Adame, Jacqueline Parent Liaison	KHS	11/30/22	Personal
Benavidez, Janice Para Educator I	KHS	11/27/22	Accepted Account Clerk Position
Dement, Stacy Utility Person III	KHS	10/30/22	Accepted Utility Person III position
Grotle, Veronica Para Educator II	McKinley	10/30/22	Accepted Clerk Typist I position
Golden, Mark Groundskeeper	MOT	11/20/2022	Personal
Iadonisi, Patrina Food Services	WMS	11/16/22	Personal
Ibarra, Maria Hortencia Utility Person II	MOT	11/26/22	Personal
Lee, Christine Special Ed Para	MES	7/8/22	Personal
Lorusso, Lori School Supervision Assistant	Poet	12/31/22	Personal
Luna, Hortencia Clerk Typist I	SWP	12/3/22	Accepted Clerk Typist II Position
Mendiola, Rianne Utility Person II	MOT	11/15/22	Accepted Special Education Para Educator position
Mendoza, Melanie Food Service Worker	CES	10/31/22	Accepted Para position
Patino, Maria School Supervision Assistant	VES	11/30/22	Accepted Para I Position
Resendiz, Vivian Educator I	NES	11/30/22	Accepted Para II Para Position
Romero, Leticia Special Education Para Educator	Poet	11/2/22	Accepted Special Education Para Educator position with more hours

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

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



HUMAN RESOURCES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 30, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Pitcock, Heather

Rodrigues, Jason

BACKGROUND:

Evans, Alayna

Olsen, Stephanie

Rajkovich, Macy

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Villalovoz/Central (Replacement)
Assistant Principal
LME Class 51, "A", \$67,662.00
Fund: General

Facilities Planner (New)
Facilities Development
LME Class 25, Step C - \$94,203.00
Fund: General

CERTIFICATED

Freiler Elementary
Mathematics (Replacement)
"A" Class I, Step 1, \$37,654.00
Fund: General

Bohn Elementary
SDC K-1 M/M (Replacement)
"A" Class VI, Step 1, \$41,104.00
Fund: Special Education

West High School
Special Education RSP
"A" Class I, Step 1, \$39,625.07
Fund: Special Education

BACKGROUND:

Amini, Hamidullah

Anand, Ruchika

Anderson, Jena

Arias, Maria Sonia

Bajwa, Amandeep

Barrera, Dina

Benavidez, Janice

Blassingame, Sarai

CLASSIFIED

Irrigation/Grounds/Bus/Custodian (New)
DEC
8 hours per day
Range 38, Step B - \$25.29 per hour
Fund: RESTMANT

School Supervision Assistant (New)
Southwest Park School
1 hour 40 minutes
Range 21, Step B - \$17.06/hour
Fund: General Fund

Bus Rider/Aide (New)
DEC/Transportation
5.5 hours per day
Range 24, Step C - \$19.14
Fund: Special Education

Utility Person II (New)
MOT
8 hours per day
Range 35, Step E - \$27.13 + ND
Fund: General

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

Utility Person II (Replacement)
MOT/JES
8 hours per day
Range 35, Step C - \$24.73 per hour + ND
Fund: General

Account Clerk (Replacement)
DEC/Finance
8 hours per day
Range 35, Step B - \$23.60

Para Educator I (Replacement)
Monte Vista Middle School
6 hours per day
Range 24, Step C - \$19.14 per hour
Fund: General

Carpenter, Steven	Utility Person II (New) Custodial Crew 8 hours per day Range 25, Step D - \$25.89 per hour Fund: General
Castellano, Angelica	Para Educator I (New) Freiler School 4 hours per day Range 24, Step B - \$18.25 per hour Fund: Restricted
Ceja, Ruben	Utility Person II (Replacement) MOT/Stein 8 hours per day Range 35, Step B - \$23.60 per hour Fund: General
Correa, Alvaro	Utility Person III (New) Transportation/Various Sites 8 hours per day Range 38, Step C - \$26.53 per hour Fund: 75% General, 25% Restricted
Curiel, Isabel	Bilingual Para Educator I (Replacement) Southwest Park School 4 hours per day Range 24, Step B - \$18.25 per hour Fund: Targeted EL
Davi, Maureen	School Supervision Assistant (Replacement) Freiler School 1.5 hours per day Range 21, Step C - \$16.74 per hour Fund: General
De La Cruz De Teracena, Maria	Bilingual Para Educator (New) North Preschool 3.5 Hours per Day Range 24, Step A - \$17.44 per hour Fund: GAINMRKT
Dement, Stacy	Utility Person III (New) DEC Various Sites 8 hours per day Range 38, Step B - \$25.29 per hour Fund: 75% General, 25% Restricted

Enriquez, Elizabeth

Bilingual Para Educator I (Replacement)
West High School
4 hours per day
Range 24, Step B - \$18.25 per hour
Fund: Targeted EL

Escobar, Lizzel

IEP Para Educator (New)
McKinley School
6.5 hours per day
Range 24, Step C - \$19.14 per hour
Fund: Special Education

Fonseca, Lisa

IEP Para Educator (New)
North School
4 hours per day
Range 24, Step B - \$18.25 per hour
Fund: Special Education

Garcia, Matthew

Special Ed Para Educator (Replacement)
West High School
6 hours per day
Range 27, Step A - \$18.72 per hour
Fund: Special Education

Gardner, Ylicia

Clerk Typist I (Replacement)
Freiler School
4 hours per day
Range 23, Step E - \$20.53 per hour
Fund: General

Golden, Mark

Groundskeeper I (New)
DEC
8 hours per day
Range 33, Step C - \$23.60 per hour
Fund: Restricted

Gonzalez, Maria

Utility Person III (New)
Villalovoz School
8 hours per day
Range 38, Step C - \$26.53 per hour
Fund: 75% General, 25% Restricted

Grotle, Veronica

Clerk Typist I (Replacement)
McKinley School
8 hours per day
Range 23, Step E - \$20.53 per hour
Fund: ELO Grant

Herrera Pena, Marisol	<p>Bilingual Para Educator (New) Southwest Park School 4 hours per day Range 24, Step E \$20.99 per hour Fund: ELO Grant</p>
Jensen, Bryan	<p>Utility Person III (New) DEC/Various Sites 8 hours per day Range 38, Step C - \$26.53 per hour Fund: General</p>
Larios, Gissel	<p>School Supervision Assistant (New) Central School 1.75 hours per day Range 21, Step B -- \$17.06 Fund: General Fund</p>
Lindahl, Amanda	<p>Para Educator I (New) Villalovoz School 4 hours per day Range 24, Step B - \$18.25/hour Fund: ELO Grant</p>
Luna, Hortencia	<p>Clerk Typist II (Replacement) Curriculum & Accountability 8 hours per day Range 27, Step E - \$22.53 per hour Fund: General</p>
Mendez, Jacinta	<p>Preschool Instructor (New) North Preschool 6 hours per day Range 30, Step E - \$24.13 per hour Fund: State Preschool</p>
Mendiola, Rianne	<p>Special Ed Para Educator (Replacement) North School 6 hours per day Range 27, Step E - \$22.53 per hour Fund: Special Education</p>
Mendoza, Melanie	<p>Para Educator I (New) Central School 4 hours per day Range 24, Step E - \$20.99 per hour Fund: ELO Grant</p>

Ortiz, Elizabeth	Para Educator I (Replacement) Central School 3.25 hours per day Range 24, Step B - \$18.25 per hour Fund: LCAP
Patino, Maria	Para Educator I (New) Villalovoz School 4 hours per day Range 24, Step A - \$17.44
Pelayo-Nieves, Maria	Utility Person II (Replacement) MOT/Williams 8 hours per day Range 35, Step E - \$27.13 + ND per hour Fund: General - Unrestricted
Ramirez, Monica	Para Educator I (Replacement) Bohn School 4 hours per day Range 24, Step A - \$17.44 per hour Fund: 80% General, 20% Restricted
Resendiz, Vivian	Para Educator II (Replacement) Bohn School 8 hours per day Range 30, Step A - \$20.04 per hour Fund: ELO Grant
Reyes, Cerina	Facilities Coordinator (Replacement) Facilities Development 8 hours per day Range 40, Step C - \$27.79 per hour Fund: Unrestricted
Reyes, Reina	IEP Para Educator (New) Bohn School 6.5 hours per day Range 24, Step B - \$18.25
Rodriguez, Maria	Special Education Para Educator (New) North School 7 hours per day Range 27, Step E - \$22.53 per hour Fund: Restricted

Romero, Leticia	Special Education Para Educator (Replacement) Poet-Christian School 6 hours per day Range 27, Step C - \$20.53 per hour Fund: Restricted
Sanchez, Carlos	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$26.53 per hour Fund: 50% General, 50% Special Ed Transportation
Vasquez, Ariela	Para Educator I (Replacement) North School 6 hours per day Range 24, Step B - \$18.25 per hour Fund: General
Vera, Hector	Groundskeeper I (New) DEC 8 hours per day Range 33, Step E - \$25.89 per hour Fund: Restricted
Zamora, Sonia	Food Service Worker (New) Bohn 2 hours per day Range 25, Step E - \$21.49 per hour Fund: Child Nutrition – School Program

BACKGROUND:

Agapie, George

Behnam, Arash

Bravo, Rogelio

COACHES

Soccer – Boys' Frosh/Soph Coach
Kimball High
\$4522.69

Soccer – Girls' Varsity Coach
West High
\$6784.03

Wrestling – Girl's Assistant Coach
West High
\$4522.69

Barbontin-Jimenez, Cristian	Soccer – Boys' Frosh/Soph Coach West High \$4522.69
Cueva, Genaro	Basketball – Boys' Varsity Coach Tracy High \$6784.03
Diaz, Alex	Wrestling – Head Coach Kimball High \$6784.03
Cueva, Genaro	Basketball – Boys' Varsity Coach Tracy High \$6784.03
Dennington, Arden	Wrestling – Girls' Assistant Coach Tracy High \$4522.69
Escobar, Alyissa	Basketball – Girls' Frosh Coach Tracy High \$4522.69
Fernandez, Aeden	Soccer – Boys' Frosh/Soph Coach Tracy High \$3316.63
Hayley, Chris	Basketball – Boys' Soph Coach Kimball High \$5429.67
Jimenez, Alejandro	Basketball – Boys' Frosh Coach Tracy High \$4522.69
Labasan, Mission	Basketball – Boys' Soph Coach Tracy High \$5429.67
Madison, Robert	Basketball – Boys' Frosh Coach Kimball High \$4522.69
Shafi, Shahid	Wrestling – Boy's Assistant Coach West High \$4522.69

Seierup, Erik

Basketball – Girls' Soph Coach
Tracy High
\$5429.67

Traylor, Marc

Basketball – Boys' Soph Coach
West High
\$5429.67

Turpin, Michael

Basketball – Girls' Varsity Coach
Tracy High
\$6784.03

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, Assoc. Supt. Of Human Resources
DATE: November 4, 2022
RE: **Approve a Declaration for a Provisional Internship Permit**

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Naficeh Dastgheyb; Multiple Subject; K-8
Anna Cook; Education Specialist; K-5

AYES:

NOES:

ABSTAIN:

ABSENT:

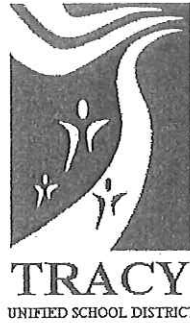
Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 14, 2022
SUBJECT: Approve Proposed Revisions to the 2023-2024 Instructional Calendar

BACKGROUND: The Tracy Educators Association has proposed a revised instructional calendar which more closely aligns with neighboring districts. The proposed calendar was reviewed by cabinet and negotiated with TEA in accordance with the collective bargaining agreement. In addition, impacts of the proposed calendar, if approved, were negotiated with CSEA.

RATIONALE: Adoption of this calendar will potentially alleviate childcare conflicts for staff by more closely aligning with neighboring districts.

RECOMMENDATION: Approve Proposed Revisions to the 2023-2024 Instructional Calendar.

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

MEMORANDUM OF UNDERSTANDING

Between

Tracy Educators Association

And

Tracy Unified School District

October 19, 2022

The Tracy Educators Association (TEA) recently surveyed members and found a large number of unit members were in favor of modifying the approved 2023-2024 instructional calendar. As a result, TEA submitted a proposed calendar for District review and input. The attached calendar reflects the input from both TEA and TUSD.

As a result of this proposed revision, TEA and TUSD ("the Parties") do hereby agree to the following:

1) The proposed revision to the 2023-2024 calendar will not impact the pre-approved calendar for 2024-2025. Should revisions to the 2024-2025 calendar be desired, the parties will meet to negotiate any proposed changes.

2) As shown on the attached draft, Early Release days have returned to Mondays as the MOU for Early Release Wednesdays is for the current, 2022-2023 calendar. Should there be a desire to continue with Early Release Wednesdays by either party, the continuation as well as impacts to the instructional calendar shall be negotiated.

3) The parties recognize that ratification by TEA membership and subsequent board approval are required in order to implement this calendar.

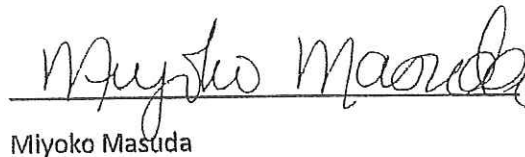
Nothing in this MOU is intended to create past practice or to establish precedent. This MOU will expire June 30, 2023.

Agreed to this 19th day of October, 2022.



Tammy Jalique

Associate Superintendent of Human Resources



Miyoko Masuda

TEA Vice President & Negotiations Chair

DRAFT 2023-2024 Calendar

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
S	M	T	W	T	F	S
					1	2
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
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April 2024						
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30						

First and Last Days of School

Student Attendance Days

Holidays

Board Designated Non Workday (no Students)

M

Minimum Day, all grades, K-12
(All Schools)

M-1

Minimum Day, grades K-5 & K-8
(Boein, Central, Freiler, Hirsch, Jacobson, Kelly, McKenley, North
Peel, SouthWest Park, Villalovoz)

M-2

Minimum Day, grades K-5, K-8 & 6-8
(M-1 schools plus Monte Vista and Williams)

E Early Release Monday

M-3

Minimum Day, grades 6-12
(Monte Vista, Williams, Tracy, West, Stein, Kimball)

M-4

Minimum Day, grades 9-12, only
(Tracy, West, Stein, Kimball)

C P/T Conference (no students)

Staff BBD (no students)

Teacher Pre-Service Days (no students)

Voluntary Classroom Prep Day, (Optional. May be utilized
as follows: 1 Full day or two half days)

DRAFT 2023-2024 Calendar

July 2023						
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January 2024						
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May 2024						
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19

June 2024						
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First and Last Days of School

☐ Student Attendance Days
☐ Minimum Day, all grades, K-12
 (All Schools)

Holidays

☐ Minimum Day, grades K-5 & K-8
 (Bohm, Central, Freiler, Hirsch, Jacobson, Kelly, McKinley, North
 Peel, SouthWest Park, Villalovoz)

Board Designated Non Workday (no Students)

☐ Minimum Day, grades K-5, K-8 & 6-8
 (M-1 schools plus Monte Vista and Williams)

☐ Early Release Monday
 (Monte Vista, Williams, Tracy, West, Stein, Kimball)

☐ Minimum Day, grades 6-12
 (Monte Vista, Williams, Tracy, West, Stein, Kimball)

☐ Minimum Day, grades 9-12, only
 (Tracy, West, Stein, Kimball)

☐ Voluntary Classroom Prep Day. (Optional. May be utilized
 as follows: 1 Full day or two half days)

☐ P/T Conference (no students)

☐ Staff BBD (no students)

☐ Teacher Pre-Service Days (no students)

☐ as follows: 1 Full day or two half days



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: November 21, 2022
RE: Approve Unpaid Speech-Language Pathologist Fieldwork Agreement with CSU Northridge

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 CSU Northridge and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective December 14, 2022 through December 13, 2027.

RATIONALE: Students working on their field experience will be placed with fully credentialed speech-language pathologists (SLP) within our District who are willing to supervise these students. Additionally, District SLPs must have earned a Certificate of Clinical Competence in Speech-Language Pathology (CCC-SLP), and ASHA Certification Standards for Providing clinical instruction and supervision to individuals preparing for ASHA certificate. 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 Unpaid Speech-Language Pathologist Fieldwork Agreement with CSU Northridge.

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



CALIFORNIA
STATE UNIVERSITY
NORTHRIDGE

CLINICAL PRACTICUM AGREEMENT

This Agreement is between TRACY UNIFIED SCHOOL DISTRICT ("Practicum Site") and The Trustees of the California State University on behalf of California State University, Northridge ("University"), and is effective as of December 14, 2022

A. Clinical Site is a general acute care hospital, medical center, skilled nursing facility, private practice clinic or is an independent or unified school district.

B. University operates a fully accredited program offering a **Master of Science Degree in the field of Speech Language Pathology and a Clinical Doctorate Degree in the field of Audiology (AuD)**. The speech-language pathology graduate program is accredited under the standards of the Council on Academic Accreditation of the American Speech-Language-Hearing Association (ASHA). The audiology program has been granted "formal developing status" under the Accreditation Commission for Audiology Education (ACAE) accrediting body. CSUN is accredited by The Western Association of Schools and Colleges (WASC).

C. The purpose of this agreement is to provide the graduate training for the Master of Science in Communication Disorders and Sciences, the Speech Language Pathology Assistant Fieldwork Program, and/or the Clinical Doctorate degree in Audiology. The parties will both benefit by making a clinical training program ("Program") available to University students at the Clinical Site.

The parties agree as follows:

I. UNIVERSITY'S RESPONSIBILITIES

A. Student Application. The student shall file an Application for Clinical Privileges. Pertinent information, which shall include the student's name, address, and telephone number, shall be sent to the clinical site. Clinical Site shall regard this information as confidential and shall use the information only to identify each student.

B. Schedule of Assignments. University shall notify the clinical site supervisor of student assignment, including the name of the student, level of academic preparation, and length and dates of proposed clinical experience.

C. Department Faculty. University shall assign members of the department's faculty or University's Clinical Director or University's Distance Learning Coordinator to provide professional mentoring and advice to the Clinical Site's Program Supervisor through the term of this agreement in order to assist in the education of the student.

D. Records. University shall maintain all personnel records for its staff and all academic records for its students.

E. Student Responsibilities. University shall notify students in the program that they are responsible for:

- 1) Complying with Clinical Site's clinical and administrative policies, procedures, rules and regulations;
- 2) Arranging for his/her own transportation and living arrangements;
- 3) Assuming responsibility for personal illnesses, necessary immunizations, tuberculin tests, annual health examinations and other requirements as identified by the Clinical Site;
- 4) Procuring and maintaining in force health insurance coverage throughout the term of the student's practica at the Clinical Site.
- 5) Maintaining the confidentiality of patient information.
 - a) No student shall have access to or have the right to receive any medical record, except when necessary in the regular course of the clinical experience. The discussion, transmission, or narration in any form by students of any individually identifiable patient information, medical or otherwise, obtained in the course of the program is forbidden except as a necessary part of the practical experience.
 - b) Neither the University nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent using a form approved by clinical site that complies with applicable state and federal law, including the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing regulations.
 - c) Clinical Site shall reasonably assist University in obtaining patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the clinical experience with University, its employees, or agents.
- 5) Complying with Clinical Site's dress code and wearing name badges identifying themselves as students.
- 6) Insurance requirements. See Section 5, Paragraph B.
- 7) Fingerprint with Clinical Site at their own expense, \$25.00
- 8) Provide negative TB exam certificate done no more than 3 years from the placement start date.

F. Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, and insurance or benefits of any kind for University's employees, if any, who provide services to the Program under this Agreement. Students are not employees or agents of the University and shall receive no compensation for their participation in the Program, from the University. For purposes of this agreement, however, students are trainees and shall be considered members of Clinical Site's "workforce" as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103.

II. CLINICAL SITE RESPONSIBILITIES

A. Clinical Experience. Clinical Site shall accept from University the student and shall provide the student with supervised clinical experience, meeting the ASHA/ACAE requirement and any state licensure laws, as applicable.

B. Records and Evaluations. Clinical Site shall maintain complete records and reports on student's performance and provide an evaluation to University on forms the University shall provide.

C. Withdrawal of Students. Clinical Site may request that University withdraw from the program any student whom Clinical Site determines is not performing satisfactorily, refuses to follow Clinical Site's administrative policies, procedures, rules and regulations, or violates any federal or state laws. Such requests must be in writing. Once the University receives the request in writing, the University will take appropriate steps to comply.

D. Emergency Health Care/First Aid. Clinical Site shall, on any day when a student is receiving training at its facilities, provide to that student necessary emergency health care or first aid for accidents occurring in its facilities. Except as otherwise provided in this agreement, Clinical Site shall have no obligation to furnish medical or surgical care to any student.

E. Clinical Site's Confidentiality Policies. As trainees, students shall be considered members of Clinical Site's "workforce," as that term is defined by the HIPAA regulations at 45 C.F.R. § 160.103, and shall be subject to Clinical Site's policies respecting confidentiality of medical information. In order to ensure that students comply with such policies, Clinical Site shall provide students with substantially the same training that it provides to its regular employees.

F. Clinical Supervisor Requirements. Clinical Site shall provide the Clinical Supervisor with sufficient and specific time in the work schedule to carry out the supervision duties of the student's clinical practicum. The supervision duties fulfill the requirements of the accreditation of the graduate program so that the student will meet requirements for state license, and certification. The minimum requirements for these duties include:

1) Allocation of sufficient time to directly observe a minimum of twenty five (25) percent of treatment and assessment sessions of a client or groups of clients by the student during the supervised practicum.

2) Allocation of sufficient time to meet directly with the student for purposes of supervision feedback and discussion periodically during the course of supervision.

3) Allocation of sufficient time for the Clinical Site Supervisor to communicate with the University's Clinical Coordinator or Clinical Course Instructor.

4) Allocation of specific time in order to be present at the clinical site during the period that the student will be providing clinical services under this agreement.

III. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

The parties agree that all students receiving clinical training pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, national origin, ancestry, disability, marital status, gender, gender identity, sexual orientation, age or veteran status.

IV. STATUS OF UNIVERSITY AND CLINICAL SITE

The parties expressly understand and agree that the students enrolled in the Program are in attendance for educational purposes, and such students are not considered employees of University for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. Students are considered members of Clinical Site's "workforce" for purposes of HIPAA compliance.

V. INSURANCE

A. University Insurance. See Exhibit 1.

B. Student Insurance. School shall require that during the term of each student's clinical rotation, each student shall be covered by comprehensive general and professional liability insurance to protect the student, Facility and University against liability arising from any and all negligent acts or incidents caused by the student. Coverage under such insurance shall be with limits not less than \$1 million each claim, \$3 million policy aggregate, on a claim made basis including three (3) years extended reporting period.

C. Clinical Site Insurance. Clinical Site shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that are reasonably necessary to protect it against liability arising from any and all negligent acts or incidents caused by its employees. Coverage under such professional and commercial general liability insurance shall be not less than two million dollars (\$2,000,000) for each occurrence and four million dollars (\$4,000,000) in the aggregate. Such coverage is to be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. Clinical Site shall also maintain and provide evidence of workers' compensation and disability coverage for its employees as required by law. Insurance shall provide for not less than thirty (30) days' notice of cancellation to University. Clinical Site shall provide University with evidence of the insurance required under this paragraph upon request of the University. Clinical Site shall promptly notify University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder. An additional endorsement pursuant to Exhibit 1 (2) of this agreement naming The State of California, the Trustees of The California State University, California State University, Northridge, and employees, officers, directors, volunteers, and agents (collectively "University") must accompany the certificate of insurance.

VI. INDEMNIFICATION.

A. University agrees to indemnify, defend and hold harmless Clinical Site and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.

B. Clinical Site agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from Clinical Site's sole negligence, or in proportion to the Clinical Site's comparative fault.

VII. TERM AND TERMINATION

A. Term. This Agreement shall be effective as of the date first written above and shall remain in effect for five (5) years.

B. Renewal. This Agreement may be renewed by mutual agreement.

C. Termination. This Agreement may be terminated at any time by the written agreement or upon 30 days' advance written notice by one party to the other, PROVIDED, HOWEVER, that in no event shall termination take effect with respect to currently enrolled students, who shall be permitted to complete their training for any cohort in which termination would otherwise occur.

VIII. GENERAL PROVISIONS

A. Amendments. In order to ensure compliance with HIPAA, the following provisions of this Agreement shall not be subject to amendment by any means during the term of this Agreement or any extensions: Section I, Paragraph E, subdivisions 4.a), 4.b), and 4.c); Section I, Paragraph F, to the extent it provides that students are members of Practicum Site's "workforce" for purposes of HIPAA; Section II, Paragraph E; and Section IV. This Agreement may otherwise be amended at any time by mutual agreement of the parties without additional consideration, provided that before any amendment shall take effect, it shall be reduced to writing and signed by the parties.

B. Assignment. Neither party shall voluntarily or by operation of law, assign or otherwise transfer this Agreement without the other party's prior written consent. Any purported assignment in violation of this paragraph shall be void.

C. Attorney's Fees. In the event that any action is brought by either party to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees, in addition to such other relief as the court may deem appropriate.

D. Captions. Captions and headings in this Agreement are solely for the convenience of the parties, are not a part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement or any of its provisions.

E. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

F. Entire Agreement. This Agreement is the entire agreement between the parties. No other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

G. Governing Law. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. Notices. Notices required under this Agreement shall be sent to the parties by certified or registered mail, return receipt requested, postage prepaid, at the addresses set forth below.

I. Pediatric Placements. All distance learning program pediatric placement contracts will incorporate Exhibit A as part of this agreement.

J. Clinical Site is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". Clinical Site is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. Clinical Site, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, Clinical Site will take steps to comply with the modified, changed or updated guidelines or directives. If at any time Clinical Site becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the Communication Disorders and Sciences Program of that fact.

IX. EXECUTION

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

UNIVERSITY
California State University, Northridge
Purchasing & Contract Administration
18111 Nordhoff Street
Northridge, CA 91330-8231

CLINICAL SITE
TRACY UNIFIED SCHOOL DISTRICT
Print Name of Site

Print Street Address

Print City and State

Phone: 818-677-2069

Phone #: _____

Email: mariamelissa.atienza@csun.edu

E-Mail _____

Signature By: _____

Signature By: _____

Name: Maria Melissa Y. Atienza
Title: Contracts Specialist, Purchasing &
Contract Administration

Print Name: _____

Print Title: _____

Date: _____

Date: _____

Department of Communication Sciences & Disorders
College of Health and Human Development

18111 Nordhoff Street
Northridge, CA 91330-8279

Attn: Rosie Quezada, Diana Cabral, Sarah Cathcart, Odette Arman,
Janice Woolsey, Laura Ballan



Exhibit 1
1875 W. Lowell Avenue
Tracy, CA 95376
Phone (209) 830-3230
Fax (209) 830-3269

-
1. **Certificate of Liability Insurance** (Acord 25) signed by the insurer's representative.
 - a. List the "Certificate Holder" as follows:
Tracy Unified School District
1875 W. Lowell Avenue
Tracy, CA 95376
 - b. Comprehensive General Liability with limits of \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate with endorsement. (The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department).
 - c. Proof of Automobile Liability, if transporting students or routinely driving on campus.
 - d. Proof of Workers Compensation, if applicable, (waiver of subrogation to be part of this coverage).
 - e. Proof of Professional Liability Insurance, if applicable, with coverage for Sexual Molestation Coverage (\$1,000,000) with endorsement.
 2. An **Additional Insured Endorsement** (Form Number **CG 2026 – Additional Insured – Owners, Lessee or Contractors, Scheduled Person or Organization** or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:
 - a. List the "Additional Insured" as follows:
Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.
 - b. The coverage shall be primary and non-contributory, with respect to general and professional liability with waiver of subrogation for workers compensation (if applicable).
 - c. The additional insured endorsement should indicate the effective date, policy number, and the name of the insurance carrier.
-



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: November 14, 2022
SUBJECT: Certify 2022-2023 Fiscal Year First Interim Report

BACKGROUND: Education Code Section 42130 and 42131 require that the superintendent of each school district shall submit two reports to the governing board of the district during each fiscal year. The first report shall cover the financial and budgetary status of the district for the period ending October 31. The second report shall cover the period ending January 31. Both reports shall be approved by the district governing board no later than 45 days after the close of the period being reported. All reports required by this subdivision shall be in a format or on forms prescribed by the Superintendent of Public Instruction, and shall be based on standards and criteria for fiscal stability adopted by the State Board of Education pursuant to Section 33127. The reports, and supporting data, shall be maintained and made available by the school district for public review.

The governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent fiscal year.

In addition to the AB1200 oversight responsibilities generated in 1992, additional oversight responsibilities were added in 2004 with AB2756 requiring the San Joaquin County Office of Education and the Tracy Unified School District board review the assumptions supporting the multiple year projections. These two levels of review are included with the First Interim Report document.

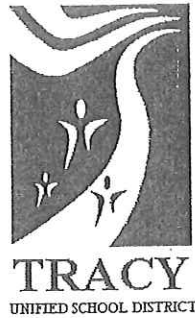
Labor negotiations have been completed for all bargaining groups for the 2022-23 school year. In addition, it should be noted that the district has been experiencing declining enrollment of approximately 250 students per year.

Based on current assumptions, the First Interim Report confirms a positive review in which the district will be able to meet current obligations for the current and two subsequent fiscal years.

FUNDING: The first interim report generates no cost. It is merely a reporting of all projected revenues and expenses in the current and next two fiscal years. This report and the actions required to implement the changes will ensure the district is able to meet its financial obligations for the remainder of the fiscal year and, based on current forecasts, for the subsequent three fiscal years.

RECOMMENDATION: Certify 2022-2023 Fiscal Year First Interim Report.

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: November 28, 2022
SUBJECT: Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading)

BACKGROUND: Deaths from prescription painkillers (opioid or narcotic pain relievers) have reached epidemic levels, and that a crucial mitigating factor involves the nonmedical use of prescription painkillers. Many of these deaths are preventable through the timely provision of an inexpensive, safe, and effective drug, an opioid antagonist, along with the summoning of emergency responders.

RATIONALE: Naloxone is a medication that works almost immediately to reverse opiate overdose. Naloxone is currently a prescription drug but is not a controlled substance. It has few known adverse effects, no potential for abuse, and can be rapidly administered through intramuscular injection or nasal spray. While most professional first responders and emergency departments are equipped with naloxone, emergency service providers may not arrive in time to revive overdose victims. Trained and equipped bystanders such as School Administrators, Teachers, and office staff can effectively respond and reverse an opioid overdose. Given the success of bystander naloxone programs, the CDC and the World Health Organization have recommended expanding the availability of naloxone to lay people.

The intent of this policy is to provide guidance to the administration of naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered, and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose

FUNDING: There is no cost associated with this Agenda item.

RECOMMENDATION: Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading).

Prepared by: Jason Noll, Director of Student Services.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

The Governing Board recognizes that students may need to take prescribed medication during the school day in order to be able to attend school without jeopardizing their health.

When the district has received written statements from the student's physician and parent/guardian detailing the type of medication, dosage amount, administration method, and administration time, designated personnel shall assist the student in taking the medication. Medication will be given to the school in a pharmacy labeled bottle that includes the student's name, name of the physician, medication and dosage of medication to be given. Under no circumstances are school personnel to provide any medication to student's without proper authorization from a physician, including over-the-counter medication.

In addition, upon written request, designated personnel may assist the student in monitoring, testing or other treatment of an existing medical condition (Education Code 49423)

Upon written request by the parent/guardian and with the approval of the student's physician, a student with an existing medical condition that requires frequent monitoring, testing or treatment may be allowed to self administer this service. The student shall observe universal precautions in the handling of blood and bodily fluids.

Opioid Overdose

The Governing Board recognizes that school districts, county offices of education or charter schools may provide naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose

The Superintendent or designee shall make naloxone hydrochloride or another opioid antagonist available for emergency medical aid to any person suffering, or reasonably believed to be suffering, from an opioid overdose. (Education Code 49414.3)

Anaphylactic Injections

The Board recognizes that some students have allergies of such severity that they may require an emergency anaphylactic injection during the course of the school day. Parents/guardians who are aware of this foreseeable need may ask the district to provide such injections in accordance with administrative regulations. All medication for injections shall be labeled with the student's name, type of medicine, and expiration date. As with any medication, a physician's signature and parent/guardian signature on the

ADMINISTERING MEDICATION AND MONITORING

proper form is required.

School staff who may be required to administer anaphylactic injections shall receive training from qualified medical personnel. They will be authorized to administer the injections in accordance with administrative regulations and will be accorded appropriate liability protection.

HEALTH CONDITIONS (Continued)

The principal or designee (school nurse) shall schedule inservice meetings to:

1. Familiarize authorized staff with the prescribed medication and its location
2. Ensure that authorized staff are competent to administer anaphylactic injections.
3. Train all school personnel to recognize the symptoms of anaphylactic reactions.

Physicians and parents/guardians of students who may require anaphylactic injections may be invited to attend these meetings.

The principal or designee shall prepare a list naming the student who may need emergency anaphylactic injects. This list shall be given to all concerned staff and updated annually. The principal or designee shall post, in the school health office, a list of symptoms usually associated with anaphylactic reactions and a clear, specific procedure for administering injections in case of emergency. If authorized staff are not available at the time of an emergency, this written procedures will be followed by anyone who must administer the injection in order to save a life.

Legal Reference:**EDUCATION CODE**

49407	Liability for treatment
49408	Emergency information
49423	Administration of prescribed medication for student
49423.5	Specialized health care services
49426	School nurses
49480	Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE

2700-2837	Nursing
2726	Authority not conferred
2727	Exception in general