

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JANUARY 24, 2023

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

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, 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 Reinstatements: AR#22-23/#23, AR#22-23/#24
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Board Waiver: WHS#10320602
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.3 PE Exemptions: MVMS#10333024
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___
3.2.4 Approve Additional Funding for Mileage Reimbursement per Confidential Settlement Agreement
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___

3.3 Human Resources:
3.3.1 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. Closed Session Issues:

6a Report Out on Action Taken on Reinstatements: AR#22-23/#23, AR#22-23/#24

3.2.1

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

6b Report Out on Action Taken on Board Waiver: WHS#10320602

3.2.2

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

6c Report Out on Action Taken on PE Exemptions: MVMS#10333024

3.2.3

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

6c Report Out on Action Taken on Approve Additional Funding for Mileage

3.2.4 Reimbursement per Confidential Settlement Agreement

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

7. Approve Regular Minutes of January 10, 2023

1 - 4

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

8. Student Representative Reports:

8.1 Kimball High School: Julian Steffens, Kylie Woodall; **Tracy High School:** Olivia Orcutt; **Alternative Education:** Olivia Stephenson; **West High School:** Lily Banchemo, Owen Jackson.

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

9.1 North School

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

10.1 Administrative & Business Services: None

10.2 Educational Services:

10.2.1 Receive Report on the California Assessment of Student Performance and Progress (CAASPP) **5**

10.2.2 Receive Report on the Tracy Unified School District Induction Program **6**

10.2.3 Receive Report on Instructional Materials Adoptions **7 - 8**

11. Hearing of Delegations: Anyone wishing to address the Governing Board on a non-agenda item may be heard at this time. Oral presentations shall be held to a reasonable length, normally not to exceed three (3) minutes. If formal action is required, the board may request that the item be placed on a future agenda and action will be taken at a future date. If information or a report is requested, the request for it must also be submitted in writing to the superintendent.

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

- | | | |
|---------------|--|----------------|
| 13.1.1 | Accept and Review the Status of School Connected Organization/
Booster Club Applications Submitted for the 2022/23 School Year | 9 - 10 |
| 13.1.2 | Authorize Associate Superintendent of Business Services to Enter into
Agreement to Dispose of Damaged, Obsolete and Surplus Furniture,
Computers, and Equipment through Disposal Service | 11 - 13 |
| 13.1.3 | Accept the Generous Donations from the Various Individuals,
Businesses, and School Site Parent Teacher Associations Listed Herein
with Thanks and Appreciation from the Staff and Students of the Tracy
Unified School District | 14 - 15 |
| 13.1.4 | Approve Accounts Payable Warrants (October, November and
December 2022) (Separate Cover) | 16 |
| 13.1.5 | Approve Payroll Reports (October, November and December 2022)
(Separate Cover) | 17 |
| 13.1.6 | Approve Revolving Cash Fund Reports (October, November and
December 2022) | 18 - 22 |

13.2 Educational Services:

- | | | |
|----------------|---|----------------|
| 13.2.1 | Approve Agreement for Contract Services between Solution Tree and
Tracy Unified School District for the 2022-2023 School Year | 23 - 31 |
| 13.2.2 | Approve Tracy Independent Study Charter School (SARC) School
Accountability Report Card for the 2021-2022 School Year (Separate
Cover) | 32 |
| 13.2.3 | Approve all Tracy Unified School District School Accountability
Report Cards (SARCs) for the 2021-2022 School Year (Separate
Cover) | 33 |
| 13.2.4 | Approve Revised School Site Plan and Budget for the Remainder of
the 2022 - 2023 School Year (Separate Cover) | 34 - 35 |
| 13.2.5 | Approve Agreement for Contract Services between Parent Institute for
Quality Education (PIQE) and George Kelly School for the 2022-2023
School Year | 36 - 41 |
| 13.2.6 | Approve Agreement for Special Contract Services Rachel's Challenge
Assemblies at George Kelly School for the 2022-2023 School Year | 42 - 47 |
| 13.2.7 | Receive Update on Quarterly Williams Complaint Report for the
Quarter | 48 - 49 |
| 13.2.8 | Approve Agreement for Contract Services between #ICanHelp and
Tracy High School for the 2022-2023 School Year | 50 - 53 |
| 13.2.9 | Approve Agreement for Special Contract Services with iTutor.Com
and Tracy High School to Provide Tutoring Services for Tracy High
Students for the Remainder of the 2022-2023 School Year | 54 - 57 |
| 13.2.10 | Approve Agreement for Contract Services with The Fisher Agency—
Monti Washington for the 2022-2023 School Year | 58 - 61 |

- 13.2.11 Approve Overnight Travel for the Tracy High School Varsity Softball Team to Participate in the Monterey Peninsula Softball Tournament in Monterey, CA on March 10- 11, 2023 62
 - 13.2.12 Approve Service Agreement between PAPER Education Company Inc. and West High School for the Remainder of the 2022-2023 School Year through February 2024 (Separate Cover) 63
 - 13.2.13 Approve Service Agreement between PAPER Education Company, Inc. and Williams Middle School for the Remainder of the 2022-2023 School Year through February 2024 (Separate Cover) 64
 - 13.2.14 Approve Agreement for Contract Services between LCS-Training and the TUSD Special Education Dept. for Training, Consultation, Analysis, and Support for the remainder of the 2022-2023 School Year 65 - 71
- 13.3 **Human Resources:**
 - 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 72 - 73
 - 13.3.2 Approve Classified, Certificated, and/or Management Employment 74 - 78
- 14. **Action Items:** Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.
 - 14.1 **Administrative & Business Services:**
 - 14.1.1 Adopt Resolution 22-07 Resolution of Intention to Transition Governing Board Elections from At-Large Elections to By-Trustee Area Elections 79 - 81
 - Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
 - 14.1.2 Direct Staff to Retain Demographer for Election Transition (Separate Cover) 82
 - Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
 - 14.2 **Educational Services:** None.
 - 14.3 **Human Resources:** None.
- 15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. **Board Meeting Calendar:**
 - 17.1 February 14, 2023
 - 17.2 February 28, 2023
 - 17.3 March 14, 2023
 - 17.4 March 28, 2023
- 18. **Upcoming Events:**
 - 18.1 January 27, 2023 No School, Staff By Back Day
 - 18.2 February 13, 2023 No School, Lincoln's Day

18.3 February 20, 2023

No School, President's Day

18.4 March 3, 2023

No School, Non Work Day

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, January 10, 2023**

5:30 PM: 1-3. President Abercrombie called the meeting to order and adjourned to closed session.

Roll Call: 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox
Absent: A. Blanco
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith

7:03 PM 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.

Closed Session: 6.a Action Taken on Finding of Facts: 22/23#43, 22/23#44, 22/23#45,
3.2.1 22/23#46, 22/23#47
Action: Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-1 (Blanco)
6.b Report Out on Action Taken on Reinstatements: AR# 22-23/#8, AR#22-
3.2.2 23/#9, AR#22-23/#10, AR#22-23/#11, AR#22-23/#12, AR#22-23/#13,
AR#22-23/#14, AR#22-23/#15, AR#22-23/#16, AR#22-23/#17,
AR#22-23/#18, AR#22-23/#19, AR#22-23/#20, AR#22-23/#21,
AR#22-23/#22
Action: Board Approved all except for AR#22-23/#8. **Vote:** Yes-6; No-0;
Absent-1 (Blanco)
Report Out on Action Taken on Reinstatement: AR#22-23/#8
Action: Board Denied. **Vote:** Yes-6; No-0; Absent-1 (Blanco)
6.c Report Out on Action Taken on Board Waiver: WMS# 10342472
3.2.3
Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)
6.d Report Out on Action Taken on Early Graduation: TISCS#10324243
3.2.4
Action: **Vote:** Yes-6; No-0; Absent-1 (Blanco)
6.e Report Out on Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Classified Employee #UCL-436
Action: Board Approved **Vote:** Yes-6; No-0; Absent-1 (Blanco)

Minutes: 7. Approve Regular Minutes of December 13, 2022.
Action: Minutes Approved as Amended.
Silcox, Fagin. **Vote:** Yes 6-; No-0; Absent-1 (Blanco)

Audience: Steven Wichman, Anabelle Lee, Roya Mahidden, Zachary Boswell, Debra Schneider, Jacqui Nott, Gillian Bradley, Marji Bauman, Antonio Quintana, Traci Mitchell, Bob Brownne, Derek Sprecksel, Ashley Fisher, Jessica Cordano, Jennifer Price, Therese Arnaudo, Alejandra Herrera, Marji Baumann, Frank Baumann, Erin Quintana.

**Student Rep
Reports:**

8.1 None.

**Recognition &
Presentations:**

9.1 Poet Christian Elementary School

Principal Steven Wichman of Poet Christian, and Assistant Principal Roya Mahidden, presented the typical day in the classrooms at Poet Christian Elementary School. Images showcased students engaged in building their STEM toys and exploring chemical reactions. The Poet Eagles love the hands-on activities and take great pride in participating, as a member of the group, during stem units. To acknowledge the continuous efforts of their Eagles, they take time as a collective school community to reflect and acknowledge student achievements during their character and honor roll assemblies at the end of each trimester. The students and staff members enjoy participating in disc golf during their breaks and are grateful to have their own course on campus. Mr. Wichman gave special recognition to Jose Gallo, Nacho Rodriguez, and Kyle Anderson for working so hard in the heat this summer installing the course. They are very grateful at Poet for their strong Parent Teacher Student Association and student leadership for organizing fun and interactive activities for their community to engage in, such as their pancake breakfast and disc golf training day. During Red Ribbon week, each class participated in a door decorating contest to spread positive messages. A special thanks was given to Board President Abercrombie for joining them as a guest judge. The school is excited to announce they are embarking in a new partnership this year with the Boys and Girls Club and PIQE, the Parent Institute for Quality Education.

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

The Board recognized Karen Evans (9-12), Maralee Thorburn (6-8), and Jessica Cordano (K-5) as Outstanding Certificated Employees; Suzy Clark (9-12,) Marissa Feller (6-8), and Ricky Catalano (K-5) as Outstanding Classified Employees and Ann Herrington as the Outstanding Management Employee for the Winter 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: None.

**Hearing of
Delegations**

11. Jennifer Price is the parent of a 6th grader at George Kelly that has been expelled. She was given options and agreed to a suspended expulsion. She feels she was manipulated when she was told to sign and adhere to a list of terms but was not allowed to receive, read, or have a copy of the documents. Her son was no harm to anyone and has no record of violence. She feels his needs were not identified by Kelly School. There was no extra support provided after the return from COVID, he was so far behind, his frustration created behavior challenges. She had to request an evaluation for SPED services which led to his IEP. This school year, her child was pulled from class and asked about a previous incident which led to a suspension. The questioning confused her son, and the interview was tense. This new suspension set the suspended expulsion in motion, resulting in the expulsion in September of this year. Her job and finances have been impacted.

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: All items except for #13.3.2. Silcox, Hawkins.
Vote: Yes-6; No-0; Absent-1 (Blanco)
Action: On #13.3.2. Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (Blanco)
- 13.1 Administrative & Business Services:**
- 13.1.1** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.2 Educational Services:**
- 13.2.1** Approve Agreement for Contract Services between Mind Research Institute and Wanda Hirsch Elementary School for the 2022 – 2023 School Year
- 13.2.2** Approve Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” Curriculum to Students in Grades 5-7 During After School Hours as a Voluntary Program During the 2022-2023 School Year
- 13.2.3** Approve Overnight Travel for the Advanced Drama Students to Attend Disney: Behind the Scenes and Leadership Disney at the Disneyland® Resort in Anaheim, CA on April 20-23, 2023
- 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 Variable Term Waivers for Education Specialist Teacher(s)
- 13.3.4** Approve a Declaration for a Provisional Internship Permit
- 13.3.5** Approve Agreement for Special Contract Services with School Services of California, Inc.

- Action Items:**
- 14.1 Administrative & Business Services:**
- 14.1.1** Add/Remove Committees and Appoint Representatives if Applicable
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (Blanco)
- 14.2 Educational Services:**
- 14.2.1** Adopt Resolution No. 22-06 Approving the Intent of the Continued Funding Application Authorizing the District to Enter into a Renewal of the Yearly Contract with the State for a Child Development Program for the 2023-2024 School Year and to Authorize Designated Personnel to Sign Contract Documents (Separate Cover)
Action: Hawkins, Silcox. **Vote:** Yes-6; No-0; Absent-1 (Blanco).
- 14.2.2** Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading)
Action: Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (Blanco).

14.3 Human Resources: None.

Board Reports:

Trustee Hoffert thanked everyone coming out and congratulated the honored outstanding employees. Congratulations to Principal Wichman and his staff for everything they are doing, he would love to see them in action. Though it may not work for us, he requested the board consider a former request from a member of the community to have a possible 6th period for student athletes.

Trustee Fagin wished everyone a happy new year and a healthy, prosperous 2023. Congratulations to the recipients of the awards, he truly appreciates the extra effort and enthusiasm they put in. He thanked Poet Christian for the presentation. Mr. Wichman has replaced a principal that had been there for a long time and Trustee Fagin hears he is doing a good job and has good staff to support him.

Trustee Alexander thanked all of the outstanding employees and also wanted to wish all of the people that have birthdays in January a happy birthday; she is one of them. The Martin Luther King breakfast is this Monday at West High School. Tickets are on sale now for \$15, they are \$20 at the door. Come out to support our students.

Trustee Hawkins wished Trustee Alexander a happy birthday. Congratulations to all the recipients of the Winter Term. He likes all he is seeing currently going on at the schools.

Trustee Silcox said it is an honor to be called to do this position, he appreciates the good work that is going on and looks forward to continuing this work with the District.

Trustee Abercrombie gave congratulations to all employees for their hard work, not only those recognized tonight. He had an outstanding turnout of staff and students that came out to help Brighter Christmas; 600 families and approximately 1,200 students were blessed because of the community of Tracy. Thank you to Williams Middle School staff for allowing us to use their facility annually. We have a lot of interesting things coming up in the future, he encourages people to pay attention to school board meetings coming up; there are tough decisions to be made. Thank you to Poet for coming out tonight.

Superintendent Report:

Dr. Pecot some well deserving, great people, were honored here today. On Monday morning we were very worried about weather, we are blessed in Tracy that we are not dealing with the weather issues of surrounding districts. Our attendance was better on Monday than almost any Monday. Teachers really made an effort to be there for the students. This is refreshing to see and it is a testament to what is going on in Tracy.

Adjourn: 7:50 pm.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 4, 2023
SUBJECT: Receive Report on the California Assessment of Student Performance and Progress (CAASPP)

BACKGROUND: The California Assessment of Student Performance and Progress (CAASPP) System was established on January 1, 2014 to replace the Standardized Testing and Reporting (STAR) Program. The CAASPP includes several components, including the State Summative Assessments, which are comprehensive, end-of-year assessments of grade-level learning which measure progress toward college and career readiness. The Summative Assessment is an online assessment administered to grades 3 through 8, and grades 11-12. Tests include English Language Arts, Mathematics, and Science (grades 5, 8, and once in High School 11/12). This report reflects the scores from the Spring, 2022 administration.

RATIONALE: The report includes information on District and individual school site scores on the Summative State Assessment from previous years and the 2021-2022 school year. With this comparison data we can see where improvements have been made and where additional work is still needed. This supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: There is no cost associated with this Agenda Item

RECOMMENDATION: Receive Report on the California Assessment of Student Performance and Progress (CAASPP).

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: November 9, 2022
SUBJECT: Receive Report on the Tracy Unified School District Induction Program

BACKGROUND: The Tracy Unified Induction Program is based on a support and growth model that has been in place since 1998 through the San Joaquin County Office of Education (SJCOE) and then as a District stand-alone program beginning in the year 2000 under the Beginning Teacher Support and Assessment, BTSA system. The TUSD Induction Program (formally BTSA) provides collaborative, individualized support for all induction candidates through a formative assessment process in order to support teachers in their growth along the continuum of teaching practices. We develop self-reflective, positive thinking teachers who engage in collaboration and focus on student achievement. Upon completion of this program, candidates earn their Clear Teaching Credential.

RATIONALE: The Tracy Unified School District (TUSD) Induction Program Report provides an update and information to the Board of Education on the current state of the Induction Program in the District. This Agenda supports District Strategic Goal 2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Not applicable.

RECOMMENDATION: Receive Report on the Tracy Unified School District Induction Program.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 16, 2023
SUBJECT: Receive Report on Instructional Materials Adoptions

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

In the 2021-22 school year, the Instructional Media Center convened an IM adoption committee to evaluate and recommend instructional materials for World Languages (French and Spanish). This report will update the Board on the work of that committee.

In compliance with Board Policy 6161.1, teachers analyzed, piloted, and evaluated two instructional programs using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME), adapted for World Languages. The teachers selected what they found to be the stronger programs and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
French, Levels 1 - 3	Vista Higher Learning	<i>Chemins</i>	2023
Spanish, Levels 1-4	Vista Higher Learning	<i>Senderos</i>	2023
Spanish for Native Speakers, Levels 1-2	Vista Higher Learning	<i>Galeria</i>	2020

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

- Alignment to the World Language Standards and Framework

- Interactive instructional methods that actively engage all students
- Updated, relevant content that is engaging for students
- Strong support for required shifts in teachers' instruction aligned to the Framework

This agenda item meets Strategic Goal #1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Funding for the purchase of recommended materials not to exceed \$1,600,000 will be provided by funds from Goal 1, Action 20 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

Prepared by: Debra Schneider, Ph.D.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 24, 2023
SUBJECT: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extra curricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

RECOMMENDATION: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2022/23 School Year.

Prepared by: Michelle Daniel, Director of School Business Support Services & Purchasing.



2022/2023 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn PTO	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly Parent Alliance	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
John C. Kimball High PTSA	<i>Approved</i>	<i>Current</i>
Kimball High Athletic Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Music Booster Club	<i>Approved</i>	<i>Current</i>
KHS Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
North School Parent Club	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
THS Baseball Boosters	<i>Approved</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Approved</i>	<i>Current</i>
THS Girls Basketball Booster Club	<i>Approved</i>	<i>Current</i>
THS Football Booster Club	<i>Approved</i>	<i>Current</i>
THS Girls Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
THS Softball Booster Club	<i>Approved</i>	<i>Current</i>
THS Wrestling Booster Club	<i>Recommended for Approval</i>	<i>Current</i>
Villalovoz PFC	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Approved</i>	<i>Current</i>
West High Science Booster Club	<i>Approved</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 9, 2023
SUBJECT: **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service**

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

FUNDING: There is a no cost to the district to contract with vendor to remove all e-waste.

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

Prepared by: Michelle Daniel, Director of School Business Support Services & Purchasing.

E-WASTE INVENTORY January, 2023

ITEM	ESTIMATED QUANTITY
Monitors	25
Computers	295
Printers	15
Projectors	2
Electric Can Opener	1
Heated Cabinets	1



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 12, 2023
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/Federal Express: From Christopher Vieira for the value of \$1700.00. Donation of supplies for Auto & Home Economics at Kimball, Tracy & West High School.
2. Tracy Unified School District: From Brighter Christmas for the value of \$10,972.50. Donation of 570 boxes of Frito Lay Variety Chips. The chips were shared with all the school sites.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Mouses Alvarez for the value of \$1500.00. Donation of a tenor saxophone for the Tracy High School Band.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of

the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 13, 2023
SUBJECT: Approve Accounts Payable Warrants (October, November and December 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (October, November and December 2022).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 13, 2023
SUBJECT: Approve Payroll Reports (October, November and December 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (October, November and December 2022).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: January 13, 2023
SUBJECT: Approve Revolving Cash Fund Reports (October, November and December 2022)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (October, November and December 2022).

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

11/01/22

TUSD
REVOLVING CASH FUND
 October 2022

Date	Num	Name	Memo	Paid Amount
10/07/2022	9861	CONCORD THEATRICALS CORP.	PO23-01367 West High School Acct#101-009-...	
			Invoice 1564041- 01-0000-0-1110-1000-4300-7...	-600.00
			Invoice 10725457 - 01-0000-0-1110-1000-430...	-131.64
TOTAL				-731.64
10/12/2022	9862	CUE Conference Registration	Fall CUE Conference 10/22-23/2022 Kaleigh F...	
			01-0709-0-1110-2140-5200-800-2034	-299.00
TOTAL				-299.00

12/12/22

TUSD
REVOLVING CASH FUND
November 2022

Date	Num	Name	Memo	Paid Amount
11/03/2022	9863	CITY OF TRACY TRANSIT STATION	PO23-01777 Tracer Tickets	
			01-3010-0-0000-7200-4300-800-2749	-225.00
TOTAL				-225.00
11/04/2022	9864	U.S. POSTAL SERVICE	PO23-00481 Stamps HR	
			01-0000-0-0000-7400-5900-810-8001	-250.00
TOTAL				-250.00
11/16/2022	9865	CALIFORNIA HIGHWAY PATROL	PO23-00120 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
11/16/2022	9866	CALIFORNIA HIGHWAY PATROL	PO23-00120 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
11/16/2022	9867	CALIFORNIA HIGHWAY PATROL	PO23-00120 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
11/16/2022	9868	CALIFORNIA HIGHWAY PATROL	PO23-00120 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
11/16/2022	9869	CALIFORNIA HIGHWAY PATROL	PO23-00120 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
11/16/2022	9870	CALIFORNIA HIGHWAY PATROL	PO23-00120 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
11/16/2022	9871	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00

12/12/22

TUSD
REVOLVING CASH FUND
November 2022

Date	Num	Name	Memo	Paid Amount
11/16/2022	9872	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
11/16/2022	9873	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
11/16/2022	9874	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
11/16/2022	9875	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
11/16/2022	9876	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00

01/03/23

TUSD
REVOLVING CASH FUND
 December 2022

Date	Num	Name	Memo	Paid Amount
12/08/2022	9877	TACOS DEL VALLE	VOID: VOID:	
TOTAL				0.00
12/08/2022	9877	TACOS DEL VALLE	VOID: VOID:	
TOTAL				0.00
12/08/2022	9878	TACOS DEL VALLE	PO23-01999 JACOBSON	
			01-0000-0-1110-1000-5800-250-2323	-500.00
TOTAL				-500.00
12/13/2022	9879	TOGO'S	PO23-00007	
			01-0000-0-0000-7150-4300-810-1001	-135.00
TOTAL				-135.00
12/14/2022	9880	Taqueria La Mexicana	PO23-02050 Kelly Elementary	
			01-0000-0-1110-1000-5800-260-2323	-385.90
TOTAL				-385.90
12/14/2022	9881	Taqueria La Mexicana	REQ23-02147 BOHN ELEMENTARY	
			01-0000-0-1110-1000-5800-100-2323	-374.54
TOTAL				-374.54
12/15/2022	9882	CALIFORNIA ASSOCIATION FFA	MFE/ALA Registration 108735 Tracy-Merrill F...	
			01-6387-0-3800-1000-5200-700-2975	-120.00
TOTAL				-120.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 3, 2023
SUBJECT: Approve Agreement for Contract Services between Solution Tree and Tracy Unified School District for the 2022-2023 School Year

BACKGROUND: The Tracy Unified School District administrator team attended Professional Learning Communities (PLC) training by Solution Tree in the 2016-2018 school years. Since 1998, Solution Tree has worked to transform education worldwide by empowering educators to raise student achievement. With more than 48,962 educators attending professional learning events and more than 5,500 professional development days in schools each year, Solution Tree helps teachers and administrators confront essential challenges. Solution Tree has a catalog of more than 500 titles, hundreds of videos and online courses and is the creator of Global PD, an online tool that facilitates the work of professional learning communities for more than 20,000 educators.

RATIONALE: Solution tree will provide virtual professional development and coaching to school administrators at Kelly School, North School, and Hirsch School to support school leaders in developing a culture of learning for all students and professional learning communities, with the goal of increasing student achievement.

FUNDING: Solution Tree Contract services will not exceed \$14,985.00, paid for by ELOG funds.

RECOMMENDATION: Approve Agreement for Contract Services between Solution Tree and Tracy Unified School District for the 2022-2023 school year.

Prepared by: Ms. 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 Solution Tree

, 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: Virtual Coaching to School Administrators at Kelly School, North School, and Hirsch School
to develop a culture of learning for all students to support professional learning communities with the goal of increasing student achievement.

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 Jan 2023-Jan 2024 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Virtual- Kelly, North, Hirsch.

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

- a. District shall pay \$ 14,985.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 14,985.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 25, 2023, and shall terminate on January 9, 2024.

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

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

Tracy Unified School District _____

IRS Identification Number _____

Date _____

Title _____

ELOG

Account Number to be Charged _____

Address _____

Educational Services

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



Solution Tree, Inc. Purchase Agreement

Effective November 4, 2022, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy Unified School District ("Customer") located at 1875 W. Lowell Ave Tracy, CA 95376 agree as follows:

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

Products and Services	Total
Virtual Coaching	\$14,985.00
Total	\$14,985.00

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement upon execution of this Agreement (the "Purchase Order Due Date"). All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a finance charge of 1.5% monthly. Solution Tree will invoice Customer off of the purchase order based on the following schedule:

Description	Payment	Expected Invoice Date
Virtual Coaching	\$14,985.00	Upon execution of Agreement

3. **Professional Development**

- 3.1. **Description of Services:** Solution Tree will provide a speaker ("Associate") to perform the professional development services described in Exhibit A.

- 3.2. **Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.

- 3.3. **Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions in accordance with the technology requirements described in Exhibit B. Solution Tree may terminate this Agreement if Customer's equipment is not up to the required standard by 30 days prior to the start of the services. If Customer's equipment fails during the services, Customer will still be liable for the full amount.

- 3.4. **Virtual Coaching:** Customer's Virtual Coaching subscription will begin on January 10, 2023 and end on January 9, 2024 with the calls spread equally throughout the year. All calls must take place during the subscription period, and any call(s) not made during the subscription period will expire with no refunds. Customer agrees to provide Solution Tree with a complete roster of participants including their school name, first name, last name, email address and selected online course(s) within ten (10) days of the effective date of this Agreement.



4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.
- 4.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:
- a. If a Force Majeure Event prevents services from occurring onsite, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
 - b. If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
 - c. If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
 - d. All obligations unaffected by a Force Majeure Event will remain in place.
- 4.3. Termination:** Solution Tree may terminate this Agreement if Solution Tree has not received a purchase order by the Purchase Order Due Date.
- a. **Professional Development:** If Customer cancels any Professional Development Services within 90 days of the scheduled date for any reason but Force Majeure, Customer will reimburse Solution Tree for any reasonable business expenses incurred in anticipation of performance of this Agreement that exceed the amount of the deposit. If events beyond the parties' control make performance on the scheduled dates impossible, the parties will use best efforts to reschedule the Professional Development Services.
 - b. **Resource Returns and Refunds:** Resource returns and refunds will be handled by the Return Policy outlines at <https://www.solutiontree.com/customer-service/product-orders>.



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

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

Julianna Stocking

Assistant Superintendent-Instruction/Curriculum
Tracy Unified School District

Date

Date

Solution Tree, Inc.



Exhibit A

Description of Professional Development Services

SERVICE 1: Individual Virtual Coaching for PLC at Work® Principals

Date(s): January 10, 2023- January 9, 2024

Associate	School Name
Jason Hillman	Hirsch K-5
Faith Short	Kelly K-8
Faith Short	North K-8

Estimated Number of Participants: 3 principals

Cost of Service: \$14,985.00 (\$4,995.00 per principal)

Description of Service:

This service provides year-long Virtual Principal Coaching to individual principals. The principal will receive the following support from a PLC at Work associate:

- 10, 1 hour one-on-one virtual meetings with the PLC Coach
- Phone/email support with their PLC Coach

Together the principal and coach will work through the "Framework for PLC Principals" in sessions. The PLC coach who will serve as an expert guide supporting the principal as they identify key targets on their journey toward PLC at Work implementation. The principal and PLC coach will work collaboratively to define the agenda for sessions and to determine work in between sessions. Topics may include:

- PLC at Work Foundations such as the three big ideas and four critical questions
- Learning objectives, assessment, intervention, and differentiation
- Leadership
- Individual site-based challenges

Solution Tree will not provide evaluative feedback to the district on participants in order to better support open and honest dialogue and productive collaboration.



Exhibit B

Technical Requirements for Virtual Professional Development

If any of the requirements below are not available, please contact your PD Representative immediately.

SYSTEM REQUIREMENTS	PC/Windows	Macintosh
	<ul style="list-style-type: none"> Windows 2003 Server, Windows XP, Windows Vista, Windows 7 or above Internet Explorer 8 or above, OR Firefox 4 or above, OR Chrome 5 or above Intel or AMD processor (2.4 GHz or More) At least 2 GB RAM 700 Kbps or more for simultaneous screen sharing, video, and audio conferencing 	<ul style="list-style-type: none"> Mac OS X 10.6 or above Safari 3 or above, OR Firefox 4 or above, OR Chrome 5 or above 2.4 GHz Intel processor (Core 2 Duo) At least 1 GB RAM 700 Kbps or more for simultaneous screen sharing, video and audio conferencing
VIDEO/AUDIO REQUIREMENTS	<ul style="list-style-type: none"> A sound card installed in your computer Microphone and speakers connected to your computer or a telephone with conference-call capabilities Web camera at one viewing site 	
SITE REQUIREMENTS	<ul style="list-style-type: none"> Hard line Internet connection Projector, monitor, or whiteboard to view the IWC session Suggested: Tech contact in attendance and available for troubleshooting at time of web conference 	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 10, 2023
SUBJECT: Approve Tracy Independent Study Charter School (SARC) School Accountability Report Card for the 2021-2022 School Year

BACKGROUND: Since November 1988, state law has required that schools receiving state funding to prepare and distribute a SARC. A similar requirement is also contained in the federal Elementary and Secondary Education Act (ESEA). Although there is great variation in the design of School Accountability Report Cards, they generally begin with a profile that provides background information about the school and its students. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all the following: Demographic data, school safety, climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, fiscal and expenditure data. CDE has yet to release the data files for this year so our SARC will only have the data and text provided by Tracy Independent Study Charter School. SJCOE has instructed TUSD to post the Board approved 2021-22 SARC by the February 1 due date without the data files.

RATIONALE: The purpose of the School Accountability Report Card is to provide parents and the community with important information about each school. A SARC can be an effective way for a school to report on its progress in achieving goals. The public may also use a SARC to evaluate and compare schools on a variety of indicators. School Accountability Report Cards must be updated annually and published by February 1. SARCS are posted on school websites, CDE and a hard copy can be requested at school sites. This meets Tracy Unified School District goal #3. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: No cost.

RECOMMENDATION: Approve Tracy Independent Study Charter School (SARC) School Accountability Report Card for the 2021-2022 School Year.

Prepared by: Dr. Zachary Boswell, Director of Curriculum and Accountability and Principal of Tracy Independent Study Charter School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 10, 2023
SUBJECT: Approve all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2021-2022 School Year

BACKGROUND: Since November 1988, state law has required that schools receiving state funding to prepare and distribute a SARC. A similar requirement is also contained in the federal Elementary and Secondary Education Act (ESEA). Although there is great variation in the design of School Accountability Report Cards, they generally begin with a profile that provides background information about the school and its students. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all the following: Demographic data, school safety, climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, fiscal and expenditure data. CDE has yet to release the data files for this year so our SARC will only have the data and text provided by our district. SJCOE has instructed TUSD to post the Board approved 2021-22 SARC by the February 1 due date without the data files.

RATIONALE: The purpose of the School Accountability Report Card is to provide parents and the community with important information about each school. A School Accountability Report Card can be an effective way for a school to report on its progress in achieving goals. The public may also use a School Accountability Report Card to evaluate and compare schools on a variety of indicators. School Accountability Report Cards must be updated annually and published by February 1. SARCS are posted on school websites, CDE and a hard copy can be requested at school sites. This meets Tracy Unified School District goal #3. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: No cost.

RECOMMENDATION: Approve all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2021-2022 School Year.

Prepared by: Dr. Zachary Boswell, Director of Curriculum & Accountability and Principal of Tracy Independent Study Charter School.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 13, 2022
SUBJECT: Approve Revised School Site Plan and Budget for the Remainder of the 2022 - 2023 School Year

BACKGROUND: The 2022- 2023 School Site Plans and Budgets were approved by the Tracy Unified School Board as is required by the Every Student Succeeds Act (ESSA). Changes in costs associated with tier 1 and tier 2 programs and staffing shortages has led to Art Freiler School altering programs and planned expenditures. These changes are needed to better meet the needs of our students in the second half of the school year.

RATIONALE: Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Art Freiler School Site Council during the month of December 2022.

The change in budget would adjust our LCFF planned expenditures associated with Strategic Goal #1 – prepare all pupils for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups through accelerated learning and tiered supports from \$26,916 to \$27,416; LCFF Supplemental planned expenditures from \$77,521 to \$77,562; and Title 1 planned expenditures from \$58,244 to \$81,103.

The change in budget would also adjust our LCFF planned expenditures associated with Strategic Goal #2 – provide a safe and equitable learning environment for all students and staff from \$6,049 to \$5,549; LCFF Supplemental planned expenditures from \$1,606 to \$1,565; and Title 1 planned expenditures from \$83,788 to \$56,929.

Finally, the change in budget would also adjust our Title 1 planned expenditures associated with Strategic Goal #3 – utilize professional learning communities to implement integrated English Language Arts and STEM units of study from \$12,640 to \$16,640.

This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure to a safe learning environment that supports staff and student goals.

FUNDING: There is no additional cost for these revisions.

RECOMMENDATION: Approve Revised School Site Plan and Budget for the Remainder of the 2022 - 2023 School Year.

Prepared by: Stephen Theall, Principal, Art Freiler School



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 3, 2023
SUBJECT: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and George Kelly 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: PIQE will provide its Signature Family Engagement in Education 8-week program to the parents of the children enrolled at George Kelly Elementary School virtually from February 15, 2023 - April 5, 2023. The program will be in the form of a free workshops in order to train parents to gain new skills, tools and resources to help their child succeed in school today and into the future. Providing PIQE at George Kelly Elementary School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, community and to facilitate a partnership to support student achievement. This supports GKES Goal #1 – Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The cost, not to exceed \$12,500.00, will be funded by the district.

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

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide workshops for the parents who have students enrolled at George Kelly Elementary School. The workshops are designed to enhance and develop skills resources to help their child succeed in school today and into the future. The workshops will take place from February 15- April 5, 2023.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 weeks () [] HOURS [X] DAYS, under the terms of this agreement at the following location Virtual.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on February 15, 2023, and shall terminate on April 5, 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, Brittani Ryan, at (19) 209.830.3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

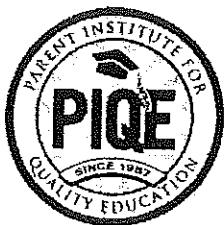
Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Ms. Brittani Ryan, School Principal
From: Gabriela Rios, Executive Director
Date: September 20, 2022

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and **George Kelly 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 ☒ 6:00 pm _____
- C. Type of Class: Virtual (V) ☒ _____, Hybrid (H) _____, In-Person (P) _____
- Virtual** – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.
- D. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- E. Session Dates: February 15, 2023 - April 5, 2023
- F. Compensation: a flat fee of \$12,500.00 for up to 50 graduated parents. A parent graduate consists of a parent who registers and attends four or more of the core classes

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

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

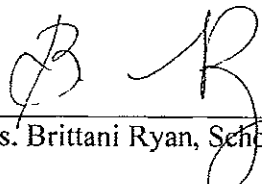
Location: **Virtual**

School funding: District Funded

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: BR

I accept these services at **George Kelly Elementary School** under the terms and conditions noted.

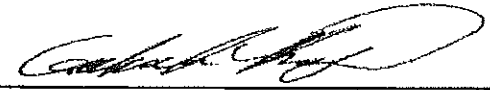


Ms. Brittani Ryan, School Principal

1/3/2023

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 3, 2023
SUBJECT: Approve Agreement for Special Contract Services Rachel's Challenge Assemblies at George Kelly School for the 2022-2023 School Year

BACKGROUND: Rachel's Challenge is a nonprofit organization that promotes the message of kindness and compassion through the story of Rachel Scott. The organization's goal is to inspire individuals to make a positive impact in their communities by practicing kindness and compassion towards others. Through school assemblies, teacher training, and student leadership programs, Rachel's Challenge encourages students to create a culture of kindness and inclusivity in their schools and communities. The organization also provides resources and support to help schools and communities implement these ideals and create lasting change. The goal of Rachel's Challenge is to create a chain reaction of kindness and compassion that will positively impact the world.

RATIONALE: The Rachel's Challenge program brings in presenters from Rachel's Challenge to perform three assemblies on the school site on January 30, 2023 (two assemblies during school hours, and one assembly in the evening- for families). The central theme of these assemblies is to promote kindness, compassion, and inclusion.

FUNDING: The cost, not to exceed \$3,600 will be funded by George Kelly's MAA account and via donations from the George Kelly Elementary School Parent Teacher Organization (KES PTO). The KES PTO will donate monies to George Kelly Elementary School, and George Kelly Elementary School will use the donation funds to pay for services.

RECOMMENDATION: Approve Agreement for Special Contract Services Rachel's Challenge Assemblies at George Kelly School for the 2022-2023 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Rachel's Challenge, 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: Present a series of three (3) assemblies on the same day. Two of the assemblies will happen during the school day. The third assembly will happen during the evening on 1/30/2023 and is intended to include families and community members.

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

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

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

- a. District shall pay \$3,600 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$3,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 30, 2023, and shall terminate on January 30, 2023.

5. This agreement may be terminated at any time during the term by either party upon fourteen 14 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Brittani Ryan, at (209) 830-3390 ext. 5655 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:

Kristi Krings

Digitally signed by Kristi Krings
Date: 2023.01.03 15:32:19 -0700

Contractor Signature

Title

84-1557094

IRS Identification Number

CEO

Title

12577 E. Caley Avenue

Address

Centennial, CO 80111

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



Contract Number: INV-14986-2

AGREEMENT FOR SERVICES

This Agreement for Services is entered into on Monday December 19, 2022 by and between Client (listed below) and Rachel's Challenge ("Company") of 12577 E Caley Ave., Centennial, CO 80111. This Agreement sets forth the terms and conditions under which Rachel's Challenge agrees to provide services to the Client.

Client: George Kelly School Elementary (W2023) - CA

Client's Billing Address: 535 W. Mabel Josephine Dr., Tracy, California 95336

1. Description of Service

The Company agrees to provide Rachel's Challenge Event Programming to the Client in the form of the services listed below. Presenter for this program will be a Rachel's Challenge Certified Speaker. Services provided include:

RC Live Program - 1 to 3 live presentations (choose between Link Up / Story / Challenge / Legacy) ∞ 1 "I Accept" Banner ∞ Friends of Rachel (FOR) Training, Materials, Coaching, and FOR Club Banner

Additional Services:

2. Compensation

Full compensation: \$ 3,600.00 Payment Terms: 40% Deposit, 60% PO Deposit Amount: \$ 1,440.00

Deposit and Purchase Order for the remaining balance due at the time of signing this Agreement. Payment for the remaining balance mailed upon delivery of the services provided hereunder. Travel and expenses included. All funds must be in U.S. Dollars. Make checks payable to: Rachel's Challenge (Tax ID 84-1557094), ATTN: Billing Department, 12577 E. Caley Ave., Centennial, CO 80111.

3. Terms of Agreement

Client has 30 days to sign and return this Agreement unless it is within 30 days of your event in which it is due immediately. No services will be scheduled without a signed Agreement.

Event Date(s): 1/30/2023

The services described herein will be rendered by Rachel's Challenge provided the aforementioned compensation has been paid and subject to the General Provisions of this Agreement.

4. Contract Documents

The contract documents consist of this Agreement for Services and the General Provisions. By signing this agreement the Client is bound by the terms and conditions of these two documents.

IN WITNESS WHEREOF, the Client and Rachel's Challenge have executed this Agreement on the day and year first written above. Any modifications to this Agreement for Services shall require the initials of all signed parties.

Rachel's Challenge

Signature: Kristi Krings

Printed Name: Kristi Krings

Title: Chief Executive Officer

Date: Monday December 19, 2022

George Kelly School Elementary

Signature: Brittani Ryan
Brittani Ryan, Jan. 3, 2023; 13 P.67

Printed Name: Brittani Ryan

Title: Principal

Date: Jan 3, 2023

For all questions regarding this contract, please contact the Rachel's Challenge at customercare@rachelschallenge.org.

GENERAL PROVISIONS
(Agreement for Services)

1. The Company is an independent contractor, not an agent or employee of the Client, and has control over the services performed, the manner in which they are performed, and the assignment of the personnel performing the services unless specifically contracted otherwise herein. *No dates for services will be confirmed, nor presenters assigned, by the Company prior to receipt of an executed Agreement for Services and the payment of any deposit specified therein.*
2. The Company will comply with all applicable state and federal laws with regard to nondiscrimination in employment; has completed a criminal background check and drug screening on all presenters; and is responsible for the filing and payment of all applicable local, state and federal taxes on amounts paid pursuant to this Agreement.
3. The Company is a non-political, non-religious, non-profit organization. Services provided to the Client and all related materials including, but not limited to; audio; video; images; Rachel's name, slogans, quotes, writings; posters; and any other related materials are owned by the Company and may not be recorded, duplicated or otherwise used outside the terms and conditions of this Agreement without the prior written consent of an authorized officer of the Company.
4. Final payment for services rendered herein are due in-full upon the completion of the services. The Client agrees to pay a 15% late fee on all outstanding balances which are 60 days or more past due.
5. This Agreement may be terminated by either party. When practicable, the Company requests a notice of cancellation at least 30-days prior to the scheduled service date. In the event of a termination of this Agreement the following apply:
 - a. Should the Agreement be terminated by the Company at any time, all monies remitted by the Client will be refunded in full.
 - b. Since the Company begins incurring cost upon the execution of the Agreement, should the Client terminate the Agreement for any reason, including weather or other emergencies out of the Client's control, deposits paid by the Client will be refunded per the following schedule: 0-30 days from scheduled service delivery date, 0% refund; 31-60 days out, 25% refund; 61-90 days out, 50% refund; and 91 or more days out, 75% refund.
 - c. In the event of a cancellation by the Client, the Client is responsible to pay any and all travel related expenses already incurred by the Company.
 - d. In the event of a last-minute weather or emergency-related postponement of services by the Client, the deposit is nonrefundable but will be credited toward a new date if the services are rescheduled within six months of the original contract date.
 - e. In the event of a last-minute weather or emergency-related postponement or reschedule by the Client, all new and/or additional travel expenses incurred because of the change in service delivery date are the responsibility of the Client.
6. The Company is not responsible for any claims, demands, suits, actions, payments and/or judgments brought against the Company or Client arising from actual or alleged personal injuries, property damage, emotional trauma, or any other claims, however caused, that may arise from the performance of the scheduled services.
7. The laws of the state of Colorado govern this Agreement. Any adjudication of this Agreement will be in the state of Colorado.
8. This Agreement for Services and General Provisions are the complete and final understanding between the parties and supersede any other agreements whether written or oral. Any modifications to this Agreement must be in writing and signed by both parties.

Initial: BR / BR



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 9, 2023
SUBJECT: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending January 15, 2023

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the October 15, 2022 – January 15, 2023, reporting period.

RATIONALE: The quarterly report for the period of October 15, 2022, through January 15, 2023, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending January 15, 2023.

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

San Joaquin County Office of Education
Valenzuela/CAHSEE Lawsuit Settlement
Quarterly Report on Williams Uniform Complaints
 [Education Code § 35186(d)]

District: Tracy Unified School District

Person completing this form: Dr. Zachary Boswell, Ed.D Title: Director of Curriculum & Accountability

Quarterly Report Submission Date: ☒ January 15, 2023
 (check one) ☐ April 15, 2023
☐ July 15, 2023
☐ October 15, 2023

Date for information to be reported publicly at governing board meeting: _____

Please check the box that applies:

- ☒ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Rob Pecot
 Print Name of District Superintendent

 Signature of District Superintendent

 Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: December 15, 2022
SUBJECT: Approve Agreement for Contract Services between #ICanHelp and Tracy High School for the 2022-2023 School Year

BACKGROUND: #ICANHELP is an organization focused on creating awareness of the mental health and digital safety of students and adults while also focusing on youth digital empowerment, and preventing cyberbullying or other types of abuse, through education and the promotion of student leadership. To note, this organization was co-founded by a former TUSD employee and has in recent years provided an internship opportunity for a former Tracy High School Student.

RATIONALE: In attempts to address student social and emotional health, and also Digital Citizenship & Safety, Tracy High School would like to bring in an organization, #ICANHELP, to speak to students and provide services on March 6th, 2023. The Vision of #ICanHelp is "To empower student changemakers and promote digital safety through our powerfully-relevant curriculum, hands-on training, and global social media community." 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: Total cost of the program and support materials will be \$9553.00 The funding source for this service is LCAP fund. These funds are being used in lieu of funds targeted for Challenge Day under Goal 2 in LCAP.

RECOMMENDATION: Approve Agreement for Contract Services between #ICanHelp and Tracy High School for the 2022-2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and #ICANHELP, 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 schoolwide presentations on March 6th, 2023 regarding digital safety and citizenship. #ICANHELP will also provide an online digital safety and citizenship course, digital citizenship curriculum, as well as a parent presentation. This service also includes an admin digital policy and response course, a virtual follow-up + 1 hour consulting, custom swag package, and the "train the trainer" program.

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

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

- a. District shall pay \$9,553.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$9,553.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

January 25, 2023

4. The terms of the agreement shall commence on May 26, 2023, and shall terminate on _____.

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, Cameron Chitwood, at (209) 830-3360 x2179 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:

Kim Karr
Contractor Signature Title
47-1589233
IRS Identification Number
Executive Director
Title
PO Box 11796, Bakersfield, CA 93389
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: December 12, 2022
SUBJECT: Approve Agreement for Special Contract Services with iTutor.Com and Tracy High School to Provide Tutoring Services for Tracy High Students for the Remainder of the 2022-2023 School Year

BACKGROUND: iTutor is a provider of virtual tutoring services. Certified educators work with small groups of students in core subjects in coordination with classroom teacher. The company was awarded the Ed Tech Breakthrough Award in 2022. They have served over 25,000 students nationwide and have partnered with over 500 schools.

RATIONALE: The purpose of this request is to establish a partnership between iTutor and Tracy High School for the remainder of the 2022-23 school year to provide intervention services to students who have earned grades of a C or lower in core subjects. iTutor will allow students to receive online tutoring from home between the hours of 4:15 to 10:00 p.m. in groups of no more than ten students. The goal of this partnership is to provide academic support to students that may have fallen behind due to learning gaps created during the COVID pandemic. 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 cost of \$48,000 for this program will be funded by ELOG funds provided to Tracy Unified School District for the purpose of implementing the initiative Charter Intervention.

RECOMMENDATION: Approve Agreement for Special Contract Services with iTutor.Com and Tracy High School to Provide Tutoring Services for Tracy High Students for the Remainder of the 2022-2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and iTutor, 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: Small group tutoring and drop in homework help for Chemistry, Physics, Algebra, and Geometry.

<u>Small Group Tutoring= \$115/hr x 288 hours = \$33,120</u>
<u>Drop in Homework Help= \$199/hr x 64 hours = \$12,736</u>
<u>Implementation Fee= \$2,144</u>

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 352 () [X] HOURS [] DAYS, under the terms of this agreement at the following location Tracy 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 \$48,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$48,000. 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 \$_____ 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 1/25/23, and shall terminate on 5/19/23.

5. This agreement may be terminated at any time during the term by either party upon reasonable request, 14 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, _____, at () _____ 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:

 *Monica Sherwood*

Contractor Signature Title

46-4450732

IRS Identification Number

Director of Sales, West Coast

Title

471 N Broadway Suite 277
Jericho, NY 11753

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: December 15, 2022
SUBJECT: Approve Agreement for Contract Services with The Fisher Agency–Monti Washington for the 2022-2023 School Year

BACKGROUND: In attempts to address student social and emotional health, Tracy High School would like to bring in a motivational speaker, Monti Washington, to speak to students on March 20, 2023. Speaking through life experiences, Monti Washington will provide two keynote addresses to the school that aim to engage, entertain, educate, and empower students for problem solving through adversity both inside and outside of the classroom.

RATIONALE: In attempts to address student social and emotional health and to inspire our students to achieve, Tracy High School would like to bring in a motivational speaker Monti Washington, a representative of the Fisher Agency. Monti shares his inspiring story of overcoming homelessness, abuse in foster homes, and learning disabilities that not only inspire but empower! This is an interactive program designed to help students gain the problem-solving skills needed to become successful inside and outside the classroom. Through crowd participation, storytelling, and spoken word poetry, students are empowered to take it from the streets of their minds to the stage of their dreams. 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: Total cost of the program and support materials will be \$6000.00 The funding source for this service is LCAP fund. These funds are being used in lieu of funds targeted for Challenge Day under Goal 2 in LCAP.

RECOMMENDATION: Approve Agreement for Contract Services with The Fisher Agency–Monti Washington for the 2022-2023 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Fisher Agency, 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: Monti Washington will present two 45 to 60 minute assemblies as discussed between Monti Washington and Cameron Chitwood

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 assemblies () [2] HOURS [] DAYS, under the terms of this agreement at the following location Tracy 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 \$ 6000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 6000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

- c. District shall make payment on a [] 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 March 20, 2023, and shall terminate on March 20, 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, Chris Fisher, at (925) 283-3085 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

<u>Chris Fisher</u>	Owner
Contractor Signature	Title
Chris Fisher	
IRS Identification Number	
32-0040245	
Title	
Owner	
Address	
PO Box 1488	
Lafayette, CA 94549	

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: January 5, 2023
SUBJECT: Approve Overnight Travel for the Tracy High School Varsity Softball Team to Participate in the Monterey Peninsula Softball Tournament in Monterey, CA on March 10- 11, 2023

BACKGROUND: The Tracy High Varsity Softball Team would like to participate in the Monterey Peninsula Softball Tournament in Monterey, CA. Approximately 16 players and 3 coaches will attend this event. The team will travel by District vans driven by District approved drivers. The team will stay at the Best Western Hotels & Resorts in Monterey. The team will be chaperoned by Coach Keeney and assistant coaches throughout the duration of the trip.

RATIONALE: Two night is required to provide the softball team ample time to rest and prepare for their game as well as the possibility of late-night games. The Softball team is strengthened by the opportunity to play together in this tournament. This time together will allow for “team building” on and off the field. This aligns with Strategic Goal #1: Provide all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The Tracy High Athletic Department will pay the \$750.00 transportation cost for District vans driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. The Tracy High Softball Booster Club will pay the cost of the hotel rooms amount of approximately \$2,186.20 along with tournament fee of \$400.00.

RECOMMENDATION: Approve Overnight Travel for the Tracy High School Varsity Softball Team to Participate in the Monterey Peninsula Softball Tournament in Monterey, CA on March 10-11, 2023.

Prepared by: Jon Waggle, Tracy High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: January 10, 2023
SUBJECT: Approve Service Agreement between PAPER Education Company Inc. and West High School for the Remainder of the 2022-2023 School Year through February 2024

BACKGROUND: PAPER Education Company provides schools with unlimited access to a variety of services through a device-agnostic, secure, Educational Support System (ESS). Students receive one-on-one tutoring for all subjects, delivered by a live educator in both English and Spanish. Each online educator is trained in the Socratic teaching method and undergoes a criminal background check prior to employment. Students receive unlimited 24/7 tutoring.

RATIONALE: West High School has a diverse student population with various academic needs. We find that many of our students cannot equitably access before/after school tutoring due to transportation issues or work jobs to help support their families. We feel that PAPER Education will provide equal access to academic support for all students. 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 \$100,284.96. We would like to use Title 1 Carryover funds to pay for this subscription to PAPER Education Company, Inc.

RECOMMENDATION: Approve Service Agreement between PAPER Education Company, Inc. and West High School for the Remainder of the 2022-2023 School Year through February 2024.

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: January 10, 2024
SUBJECT: Approve Service Agreement between PAPER Education Company, Inc. and Williams Middle School for the Remainder of the 2022-2023 School Year through February 2024

BACKGROUND: PAPER Education Company provides schools with unlimited access to a variety of services through a device-agnostic, secure, Educational Support System (ESS). Students receive one-on-one tutoring for all subjects, delivered by a live educator in both English and Spanish. Each online educator is trained in the Socratic teaching method and undergoes a criminal background check prior to employment. Students receive unlimited 24/7 tutoring.

RATIONALE: Williams Middle School has a diverse student population with various academic needs. We find that many of our students cannot equitably access before/after school tutoring due to transportation issues or work jobs to help support their families. We feel that PAPER Education will provide equal access to academic support for all students. 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 \$39,210.72 We would like to use Title 1 Carryover funds to pay for this subscription to PAPER Education Company, Inc.

RECOMMENDATION: Approve Service Agreement between PAPER Education Company, Inc. and Williams Middle School for the Remainder of the 2022-2023 School Year through February 2024.

PREPARED BY: Miguel Romo, Williams Middle School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Superintendent of Educational Services
DATE: January 13, 2023
SUBJECT: Approve Agreement for Contract Services between LCS-Training and the TUSD Special Education Dept. for Training, Consultation, Analysis, and Support for the remainder of the 2022-2023 School Year

BACKGROUND: Tracy Unified School District (TUSD) Special Education Department is mandated to participate and submit ongoing transactions and data related to Individual Education Plan services through our Special Education Information System (SEIS), our Student Information System (SIS), and the California Longitudinal Pupil Achievement Data System (CALPADs).

RATIONALE: Ensuring Special Education staff has appropriate training and resources to develop legally defensible IEPs and submit accurate data through SEIS to AERIES and CALPADs is complex and highly technical. Consultation, training, and support are necessary to navigate the complexities of these systems and the ever-changing regulations and requirements. LCS-Training is recognized by CODESTACK as a leader in training and consulting and will provide the support and training necessary to continue improving TUSD Special Education compliance.

FUNDING: The total cost for LCS-Training will not exceed \$22,850.00 and will be provided through MAA funding account 01-0000-0-5770-2140-5200-800-2323.

RECOMMENDATION: Approve Agreement for Contract Services between LCS-Training and the TUSD Special Education Dept. for Training, Consultation, Analysis, and Support for the remainder of the 2022-2023 School Year.

Prepared by: Sean Brown, Director, 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 LCS-Training, 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: Consultation, training, support, and analysis with Special Education data, submissions via SEIS to AERIS and CALPADS, and improved training and access for SPED staff working with compliance data, including but not limited to clerical, Program Specialists, and SPED Teachers.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 months (01-26-23 thru 08-30-23) () | | HOURS | | DAYS, under the terms of this agreement at the following location Special Education/DEC/Virtual.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 22,850 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 22,850. 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
_____ 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



LCS-TRAINING

A Division of Left Coast Scales, LLC

1310 Dodson Way
Riverside, CA 92507
800-252-2819
951-514-2551

LCS-Training Quote for 2022 - 2023

Quote Number

CS20221220-01

All selections made will be totaled and evenly billed per month for all the months the contract is written for in the 2022/23 school year. We do not invoice separately as each selection is provided.

Support Services

SEIS and CALPADS Update Notifications via email

(Price includes attendance for all 6 meetings per person and access to the recording.)

Email Q&A

recorded trainings w/assigned quizzes, weekly check-ins for the first 3 months minimum, then moving to as needed for the trainee. (Travel costs for the one in-person session separate.)

(up to 5 email addresses)

1

@

\$600 /year*

\$600

(up to 5 email addresses)

1

@

\$4,000 /year

\$4,000



SEIS Trainer of Trainer (TOT) Meetings/Trainings - 4/year (August, October/November, January/February, and April) Meetings include access to the Power Points and procedural documents gone over with the intention of being able to present to others. Participants must attend the virtual TOT meeting, or access the recording, in order to get access to the materials from each meeting.

(up to 5 participants)

1

@

\$3,000 /year

\$0

Total Support Services

\$10,600

Consult Services

In -person or virtual meetings for one-on-one Q&A sessions, tackling problematic topics, structuring/restructuring procedures. Meetings can be structured for any length of time and any frequency. Travel costs for in-person is addressed in the travel section below, if in-person is indicated.

(Travel costs for in-person is addressed in travel section below.)

All Consult Services as based on an hourly rate of \$175/hour.

10 @

\$175 /hour

\$1,750

Total Consulting

\$1,750

Training

All presentations are billed as either ½ day (1 – 3) hours or full day, (4 – 6 hours). If presenting the same material on the same day, trainings will be combined together to be billed at either half day or full day rates depending on the total time presenting. If different presentations are requested on the same date, each will be billed at half day rates. Each training is individualized to the needs of the client. Trainings on SEIS, SpEd Data, CALPADS Usage by SpEd Personnel, Data Analysis, or Specific SpEd Topics can be provided for any group including, but not limited to: Data Technicians, SEIS Provider level users, SpEd or school site Administrators, or other personnel.

The presentation rates include the time for preparation of the training and all materials. Travel charges for in person trainings are listed below. All virtual trainings will be recorded by LCS-Training and a copy of the recording can be made available to the client. LCS-Training retains ownership of these recordings.

Half Day: \$1500 (1 – 3 hours)

Full Day: \$2500 (4 – 6 hours)

Topics are available on training sheet.

Trainings

Half Day	@	\$1,500 /each	\$0.00
Full Day	@	\$2,500 /each	\$5,000.00
Total Trainings			\$5,000.00

Audits and Data Analysis

Data Analysis

Fall 1 (includes 1 recheck) Price is per LEA for multiple district SELPAS
 EOY 3 & 4 (includes 1 recheck) Price is per LEA for multiple district SELPAS
 If given CALPADS access, deduct \$150/report

@	\$1,200 /report	\$0.00
@	\$1,550 /report	\$1,550.00
@	(\$150.00) /report	-\$150.00

Audits

Data in CALPADS

Compliance Audit

(Includes Support with Data Clean Up)

Data Submissions

SEIS Data

Verbal Report w/Data

@ \$1,750 /each

@ \$2,100 /each

\$1,750.00
\$0.00

Written Report w/Recommendations

@ \$2,750 /each

@ \$3,100 /each

\$0.00
\$0.00

@ \$875 /each

@ \$1,400 /each

\$0.00
\$1,400.00

\$0.00
\$0.00
\$2,800.00

Total Audits and Data Analysis

Travel, Hotel, and Per Diems Travel rates include mileage and travel time in charges. Miles calculated in one-way distance from our Riverside office.

Miles	Zone Charge	Miles	Zone Charge	Miles	Zone Charge	Miles	Zone Charge	Miles	Zone Charge
30	\$344.00	60	\$497.00	90	\$650.00	120	\$803.00	150	\$956.00
240	\$1,415.00	270	\$1,568.00	300	\$1,721.00	330	\$1,874.00	390	\$2,180.00
									\$1,262.00

Zone Charge

Zone #

in-person meetings/trainings

@

/trip

\$2,180.00

Depending on the travel distance Zone and the number of hours scheduled on site, some in-person work may require 1 or 2 days of hotel stays.

Each overnight stay will require a per diem charge of \$60.00 per meals and incidentals.

@ \$200.00 /night

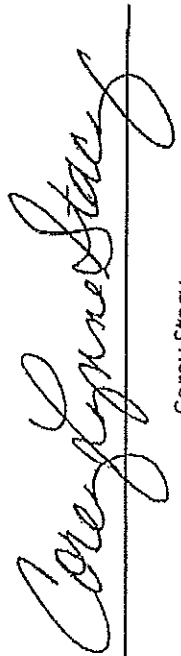
@ \$60.00 /night

Total Travel

\$400.00
\$120.00
\$2,700.00

Total Quote

\$22,850.00



LCS-Training Signature: _____ Date: 12/20/2022
Printed Name: Corey Stacy Title: CEO/Data Specialist

LEA/SELPA Name: Tracy Unified

LEA/SELPA Client Signature: _____ Date: _____
Printed Name: _____ Title: _____

For Admin. Use Only:
Contract Number: _____ Effective Dates: _____ Contract Amount: _____
Received Fully Signed Contract: _____ P.O. Number: _____
Invoicing Instructions: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 13, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Huber, Carson Teacher	West High School	01/05/2023	Personal

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cook, Anna Therapeutic Behavior Aide	SPED	01/06/2023	Accepted Teaching Position at McKinley Elementary
Duarte, Nicole Special Education Para Educator	BOHN	1/11/2023	Accepted Para Educator for Therapeutic Behavior position
Garcia, Alexandria Clerk Typist I	BOHN	1/12/2023	Personal
Lozano, Christina Bus Driver Position	MOT	1/3/2023	Accepted Driver Trainer/Dispatcher

Smedley, Debora Translator Clerk I	DEC	1/9/2023	Accepted Assessment Specialist position
Vogel, Maria Food Service Worker	JES	1/03/2023	Accepted FSW Position at North Elementary

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

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



HUMAN RESOURCES MEMORANDUM

TO: Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: January 13, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Abad, Christina Marie

MANAGEMENT/CLASSIFIED

CONFIDENTIAL

Middle School Secretary (Replacement)
Williams Middle School
8 hours per day
LMH Range 11, Step C - \$31.89 per hour
Fund: General

Patel, Aisha

STEM Recruiting Coordinator (New)
Human Resources
8 hours per day
LME Range 24, Step D - \$414.02 per day
Fund: General

BACKGROUND:

Cook, Anna

CERTIFICATED

McKinley Elementary School
SDC M/M Teacher (Replacement)
"A" Class I, Step 1, \$29,636.00
Fund: Special Education

Dastgheyb, Naficeh

Kelly Elementary
MS 6th Grade (Replacement)
"A" Class I, Step 1, \$28,478.00
Fund: General

Paz, Erica

District Wide
School Psychologist (Replacement)
LMP Class 8, Step A, \$42,764.00
Fund: Special Education

BACKGROUND:

Abdelmish, Diana

Angeles, Julces

Avila, Jason

Bermillo, David

Bhatt, Drashti

Blake, John

Cabanova Chapman, Lourdes

Carranza, Christian

CLASSIFIED

Para Educator I (New)
Freiler
4 hours per day
Range 24, Step D - \$20.04 per hour
Fund: ELO Grant

Food Service Worker (Replacement)
Monte Vista Middle School
4 hours per day
Range 25, Step A - \$17.86 per hour
Fund: Child Nutrition – School Program

Groundskeeper (Replacement)
MOT
8 hours per day
Range 33, Step A - \$21.49 per hour
Fund: Ongoing and Major Maintenance

School Supervision Assistant (Replacement)
Monte Vista Middle School
2 hours per day
Range 21, Step A - \$16.29 per hour
Fund: General

Special Ed Para Educator (New)
North Elementary School
7 hours per day
Range 27, Step B - \$19.55 per hour
Fund: Special Education

Utility II (Replacement)
West High School
8 hours per day
Range 35, Step C - \$24.73 per hour
Fund: 25% Child Nutrition – School Program
75% General

Bilingual Para Educator (New)
North School
3.5 hours per day
Range 24, Step E - \$20.99 per hour
Fund: Child Care & Dev - Gain Mrkt Srvy

Utility II (New)
Tracy High School
8 hours per day
Range 35, Step B - \$23.60 per hour
Fund: General

Contawe, Janelle	School Supervision Assistant (Replacement) Monte Vista Middle School 1.5 hours per day Range 21, Step C - \$17.86 per hour Fund: General
Duarte, Nicole	Para Educator for Therapeutic Behavior (Replacement) District Office 6.5 hours per day Range 31, Step E - \$24.73 per hour Fund: Mental Health Related Services
Favela, Maria Yenny	IEP Para Educator (Replacement) Central Elementary School 5.75 hours per day Range 24, Step A - \$17.44 per hour Fund: Special Education
Garcia, Joelle	Special Education Para Educator (Replacement) McKinley Elementary School 6 hours per day Range 27, Step C - \$20.53 per hour Fund: Special Education
Gardea, Julia	Food Service Worker (New) Stein School 2.5 hours per day Range 25, Step C - \$19.55 per hour Fund: Child Nutrition – School Program
Gonzales, Kyle	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step B - \$25.29 per hour Fund: 25% Ongoing and Major Maintenance 25% General 50% Home to School Transportation
Lindahl, Eden	Special Education Para Educator (New) North Elementary School 7 hours per day Range 27, Step A - \$18.72 per hour Fund: Special Education
Lombardo, Maria	Food Service Worker (New) Hirsch Elementary School 3 hours per day Range 25, Step A - \$17.86 per hour Fund: Child Nutrition – School Program

Lozano, Christina	Driver Trainer/Dispatcher (New) Transportation/MOT 8 hours per day Range 48, Step E - \$36.90 per hour Fund: Home to School Transportation
Magana, Elvira	IEP Para Educator (New) Poet Christian Elementary School 6.5 hours per day Range 24, Step C - \$19.14 per hour Fund: Special Education
Nelson, Steve	Irrigation Specialist (Replacement) MOT/WHS 8 hours per day Range 36, Step C - \$25.29 per hour Fund: Ongoing and Major Maintenance
Pandurangan, Kumudavalli	Special Ed Para Educator I (New) North Elementary School 7 hours per day Range 27, Step C - \$20.53 per hour Fund: Special Education
Ramirez, Susana	Para Educator I (Replacement) North Elementary School 6 hours per day Range 24, Step B - \$18.25 per hour Fund: Targeted SES
Rhodes, Stacey	IEP Para Educator (New) Williams Middle School 6.25 hours per day Range 24, Step A - \$17.44 per hour Fund: Special Education
Rynberg, Jessica	Food Service Worker (New) North Elementary School 5.5 hours per day Range 25, Step A - \$17.86 per hour Fund: Child Nutrition – School Program
Smedley, Debora	Assessment Specialist (Replacement) Continuous Improvement 8 hours per day Range 40, Step A - \$25.29 per hour Fund: General Fund – Unrestricted
Thierry, Ebony	IEP Para Educator (New) Bohn Elementary School 6 hours per day Range 24, Step C - \$19.14 per hour Fund: Special Education

Verdugo, Jocelyne

Payroll Technician (New)
Finance
8 hours per day
Range 52, Step C - \$36.84 per hour
Fund: General

Vogel, Maria

Food Service Worker (Replacement)
North Elementary School
2 hours per day
Range 25, Step E - \$21.49 per hour
Fund: Child Nutrition – School Program

Williams, Fatima

IEP Para Educator I (Replacement)
Stein
6.25 hours
Range 24, Step A - \$17.44 per hour
Fund: Special Education

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

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: January 17, 2023
SUBJECT: Adopt Resolution 22-07 Resolution of Intention to Transition Governing Board Elections from At-Large Elections to By-Trustee Area Elections

BACKGROUND: Board members are currently elected in “at-large” elections, where each member is elected by voters throughout the District. The California Voting Rights Act (“CVRA”) prohibits the use of “at-large” elections in certain circumstances. The CVRA allows an individual to file suit over an alleged violation of the CVRA, allows a successful challenger to recover their attorneys’ fees from the agency, and provides courts with broad authority to impose remedies to prevent the dilution of minority votes.

On or about November 3, 2022, the District received such an attorney letter alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections. “By-trustee-area” elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA. To date, no local agency has successfully defended a CVRA challenge.

Thus, in light of the CVRA, many school district and local agencies have transitioned from at-large to by-trustee area elections to avoid the cost associated with CVRA litigation. Many nearby local agencies have already made this transition or are in the process of doing so.

RATIONALE: Pursuant to the statutory process for this transition, the Board will consider approval of a resolution which would indicate its intention to transition Board elections from at-large elections to by-trustee area elections. The resolution provides a general outline of the public process for developing the trustee area boundary map which would be used to implement by-trustee area elections.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution #22-07 Resolution of Intention to Transition Governing Board Elections from At-Large Elections to By-Trustee Area Elections.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 22-07**

**Resolution of the Board of Education of the Tracy Unified School District stating its
Intention to Transition Governing Board Elections from At-Large Elections to
By-Trustee Area Elections**

WHEREAS, the Tracy Unified School District (“District”) is governed by a seven member Board of Education (“Board”);

WHEREAS, members of the Board are elected “at large,” in which each member of the Board is elected by the registered voters of the entire District;

WHEREAS, upon application to the San Joaquin County Committee on School District Organization (the “County Committee”), the election of Board members may be transitioned from “at large” to “by-trustee area” elections:

WHEREAS, the California Voting Rights Act (Elec. Code, §§ 14025 et seq.) (“CVRA”) prohibits the use of “at large” elections where their use impairs the ability of a protected class to elect candidates of its choice, or its ability to influence the outcome of elections;

WHEREAS, on or about November 3, 2022, the District received a letter from attorney Jason Dominguez of the firm Radcliff Mayes LLP, on behalf of Kimberly Prescott, an alleged member of a protected class, alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections;

WHEREAS, the CVRA allows a plaintiff to file suit over violation of the CVRA and recover his or her attorneys’ fees, if successful;

WHEREAS, to date, no local agency has successfully defended against a CVRA challenge;

WHEREAS, many school districts and other local agencies are considering changing their elections in light of the CVRA and the threat of litigation;

WHEREAS, the District will retain an experienced demographer to work with its legal counsel and staff to develop proposed trustee area boundaries;

WHEREAS, the transition to by-trustee area elections will not affect the terms of the current Board members.

NOW THEREFORE, the Board of Education of the Tracy Unified School District hereby resolves, determines, and finds the following:

Section 1. That the foregoing recitals are true.

Section 2. This Resolution indicates the Board's intention to transition from at-large to by-trustee area elections pursuant to Elections Code section 10010, subd. (e)(3)(A).

Section 3. The Board seeks public input on the trustee area boundaries and will employ the following steps and estimated timeline to facilitate this transition:

February-March 2023: Pre-Map Public Hearings

April-May 2023: Develop Trustee Area Maps with Public Input & Associated Public Hearings

June 2023: Final Public Hearing & Adoption of Trustee Area Maps

This estimated timeline may be augmented or adjusted by the District as necessary. These steps will be followed by submittal of the proposed transition for final approval by the County Committee.

Section 4. District staff is authorized to work with the demographer to be retained by the District and its legal counsel and execute any documents necessary to carry out the intent of this Resolution.

The foregoing Resolution was passed and adopted at a meeting of the Board of Education on January 24, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

TRACY UNIFIED SCHOOL DISTRICT

By: _____
Steve Abercrombie
Board President

ATTEST:

By: _____
Robert Pecot, Ed.D.
Secretary to the Board



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: January 17, 2023
SUBJECT: Direct Staff to Retain Demographer for Election Transition

BACKGROUND: Board members are currently elected in “at-large” elections, where each member is elected by voters throughout the District. The California Voting Rights Act (“CVRA”) prohibits the use of “at-large” elections in certain circumstances. The CVRA allows an individual to file suit over an alleged violation of the CVRA, allows a successful challenger to recover their attorneys’ fees from the agency, and provides courts with broad authority to impose remedies to prevent the dilution of minority votes.

On or about November 3, 2022, the District received such an attorney letter alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections. “By-trustee-area” elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA. To date, no local agency has successfully defended a CVRA challenge.

Thus, in light of the CVRA, many school district and local agencies have transitioned from at-large to by-trustee area elections to avoid the cost associated with CVRA litigation. Many nearby local agencies have already made this transition or are in the process of doing so. Earlier in this meeting, the Board considered adoption of a resolution indicating its intent to begin the transition process.

RATIONALE: In order to make this transition, the Board will need to develop and adopt trustee area boundary maps. This requires the assistance of a professional demographer with access to the required data and experience in creating trustee areas for school districts. The District requested proposals from four such demographers and received the attached proposals. Staff seeks direction as to the demographer to retain to assist the Board and District with the transition process.

FUNDING: To be determined.

RECOMMENDATION: Provide direction to staff to retain a demographer to provide demographic services. A contract with the selected demographer will be brought to a future Board meeting for approval.

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