

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 9, 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: 6:15 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, R. Fagin, L. Hawkins, Z. Hoffert, B. MacDonald,
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: | |
| | 3.1.1 Conference with Legal Counsel – Existing Litigation
(Gov. Code, §54956.9, subd. (d)(1))
Name of Cases: (1) Tracy Phase 2, LLC, et. al., v. Tracy Unified School District; (2) Tracy Hills Holding Company, LLC, et al. v. Tracy Unified School District; Board of Education | |
| | 3.2 Educational Services: | |
| | 3.2.1 Finding of Facts: 22/23#96, 22/23#97, 22/23#98, 22/23#100, 22/23#101, 22/23#102
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.2.2 Reinstatements: AR22-23/#33. AR22-23/#34
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.2.3 Board Waiver: CES#10352840
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Release Probationary Classified Employee #UCL-448 Utility Person III
Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |
| | 3.3.2 Release Probationary Classified Employee #UCL-449 Groundskeeper I
Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain__ | |

- 3.3.3 Consider Paid Leave of Absence for Classified Employee #UC-447
Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 3.3.5 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

- 6a Action Taken on Finding of Facts: 22/23#96, 22/23#97, 22/23#98, 22/23#100,
3.2.1 22/23#101, 22/23#102
Action: Motion___ Second___. **Vote:** Yes___; No___; Absent___; Abstain___
- 6b Report Out of Action Taken on Reinstatements: AR22-23/#33. AR22-23/#34
3.2.2
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6c Report Out of Action Taken on Board Waivers: CES#10352840
3.2.3
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6d Report Out of Action Taken on Release Probationary Classified Employee
3.3.1 #UCL-448 Utility Person III
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6e Report Out of Action Taken on Release Probationary Classified Employee
3.3.2 #UCL-449 Groundskeeper I
Action: **Vote:** Yes___; No___; Absent___; Abstain___
- 6f Report Out of Action Taken on Consider Paid Leave of Absence for Classified
3.3.3 Employee #UC-447
Action: **Vote:** Yes___; No___; Absent___; Abstain___

7. Approve Regular Minutes of April 25, 2023

1-9

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:** Jeff Moss; **West High School:** Lily Banchero, Owen Jackson.

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

9.1 Kimball High School

9.2 Recognize Kimball High School Teachers Stephanie Mason and Susan Agapie, SJCOE/KHS Teacher Danielle McPherson, and the Kimball High School Leadership Program for facilitating the San Joaquin County Office of Education Special Education Prom

9.3 Earth Day Project Winners

- 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.

- 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:

12.1 Administrative & Business Services:

- 12.1.1** Public Hearing to Gather Input on Draft Trustee Area Boundary Maps **10-11**

12.2 Educational Services: None.

12.3 Human Resources:

- 12.3.1** Receive Public Comments Regarding Negotiations with California School Employees Association and the Tracy Unified School District (TUSD) **12**

- 12.3.2** Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) **13**

- 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** Approve Accounts Payable Warrants (February and March 2023) (Separate Cover) **14**
- 13.1.2** Approve Revolving Cash Fund Reports (February & March 2023) **15-23**
- 13.1.3** Approve Payroll Reports (February & March 2023) **24-35**
- 13.1.4** 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 **36-37**
- 13.1.5** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year **38-39**
- 13.1.6** Approve Entertainment, Assembly, Service, Business and Food Vendors **40**
- 13.1.7** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **41-42**

13.2 Educational Services:

- | | | |
|----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 13.2.1 | Approve Agreement for Contract Services Between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2023-2024 School Year to Title I Schools | 43-45 |
| 13.2.2 | Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for Academic Tutoring for the 2023-2024 School Year | 46-49 |
| 13.2.3 | Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for Behaviorist Services for the 2023-24 School Year | 50-53 |
| 13.2.4 | Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2023-24 School Year | 54-63 |
| 13.2.5 | Approve Contract with Solution Tree and Art Freiler School to Provide Virtual Professional Development through Global PD Teams During the 2023-2024 School Year | 64-67 |
| 13.2.6 | Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School | 68-72 |
| 13.2.7 | Approve Contract with Solution Tree for Global Professional Development for Teams for the 2023-2024 School Year | 73-77 |
| 13.2.8 | Approve Overnight Travel for the Kimball High School Dance Team and Coach to Attend the Varsity UDA Dance Camp at St. Mary's College Moraga, CA on July 23-July 26, 2023 | 78-79 |
| 13.2.9 | Approve Agreement for Contract Services Between FACES and Monte Vista Middle School for the 2023 – 2024 School Year | 80-83 |
| 13.2.10 | Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting, Associate for MiraVia, LLC to Provide Professional Development to Teacher-Leaders for the 2023-2024 School Year | 84-91 |
| 13.2.11 | Approve Agreement for Special Contract Services with Solution Tree to Provide all Teachers with Professional Development on Professional Learning Communities on Thursday, August 3, 2023 On Pre-Service Day | 92-98 |
| 13.2.12 | Approve Agreement for Special Contract Services with Vista Higher Learning, Inc. for World Language Teachers | 99-102 |
| 13.2.13 | Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program During the 2023-2024 School Year | 103-106 |
| 13.2.14 | Approve Overnight Travel for Tracy High School Leadership Students and Advisors to Attend the CADA Leadership Summer Camp in Santa Barbara, CA on July 16 - July 20, 2023 | 107 |
| 13.2.15 | Approve Overnight Travel for the THS, WHS, and KHS to Disneyland in Anaheim, CA on May 12-13, 2023, for Grad Night Senior Celebration Event | 108 |
| 13.2.16 | Approve Agreement for Contract Services between Imagine Learning Inc., and K-8 Summer School Sites to include Central School and George Kelly School to Provide License(s) for Imagine Fluent Reader, Imagine Language Literacy, Imagine Math Facts and Imagine Math for the 2023 K-8 Summer School Program | 109-120 |

- 13.2.17 Approve Addendum to Agreement for Special Contract Services with UC Davis History/Social Studies Project to Provide Ethnic Studies Training for Teachers During the 2022-2023 Academic Year 121-125
- 13.2.18 Approve Professional Learning Communities at Work Conference for Nine Teachers and One Administrator from Art Freiler School 126
- 13.2.19 Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the 2023-2024 School Year 127-130

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 131-133
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 134-137
- 13.3.3 Approve Agreement for Special Contract Services with John Ford and Associates 138-141

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 Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading) (Separate Cover) 142
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.2 Adopt Resolution No. 22-21 Authorizing Temporary Loans between Funds for the 2023/24 School Year 143-144
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.3 Approve "The Geri Neylan Performing Arts Theater" as the Name for the Kimball High School Theater 145-146
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.1.4 Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover) 147-149
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.

14.2 Educational Services:

- 14.2.1 Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading) 150-152
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.2.2 Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2023-2024 School Year (Separate Cover) 153
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.
- 14.2.3 Approve Adoption of Instructional Materials 154-155
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.

14.3 Human Resources:

- 14.3.1 Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2023-2024 School Year 156-162
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain__.

- 14.3.2** Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2023-2024 School Year and Submit it for Negotiations **163-169**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.3.3** Approve Revised Job Description for Director of Financial Services **170-172**
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.

- 15. Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
- 16. Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
- 17. Board Meeting Calendar:**
17.1 May 23, 2023
17.2 June 13, 2023
17.3 June 27, 2023
- 18. Upcoming Events:**
18.1 May 26, 2023 Last Day of School
18.2 August 7, 2023 First Day of School for 2023/2024

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, April 25, 2023**

- 5:45 PM:** 1-3. President Abercrombie called the meeting to order.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, B. MacDonald, Z. Hoffert, J. Silcox
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:00 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:** 6a Action Taken on Finding of Facts: 22/23#85, 22/23#87, 22/23#88,
3.2.1 22/23#89, 22/23#90, 22/23#91, 22/23#92, 22/23#93
Action: Silcox, Fagin. **Vote:** Yes-7; No-0; Absent-0.
6b Report Out of Action Taken on Early Graduation: TISCS#10352312
3.2.2
Action: **Vote:** Yes-7; No-0; Absent-0.
6c Report Out of Action Taken to Approve Funding for Educational Services
3.2.3 and Attorney's Fee Per Parent Confidential Settlement Agreement
Action: **Vote:** Yes-7; No-0; Absent-0.
6d Report Out of Action Taken to Approve Funding for Educational Services
3.2.4 and Attorney's Fee Per Parent Confidential Settlement Agreement
Action: **Vote:** Yes-7; No-0; Absent-0.
6e Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Certificated Employee #UC-1336
Action: Board Approved. **Vote:** Yes-7; No-0; Absent-0.
6f Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-446 Para Educator I
Action: Pulled. **Vote:** None.
- Minutes:** 7. **Approve Regular Minutes of March 28, 2023.**
Action: Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (MacDonald)
- Audience:** Miyoka Masuda, Chris Munger, Jon Waggle, Zachary Boswell, Wes Huffman, Erin Quintana, Bob Brownne, Alana Carter, Derek Sprecksel, Anthony Quintana, Mary Petty, Richard Newton, Kim Jacobs, Ashley Fisher, Corinne Vieira, Diana Parrales, Marissa Feller, Alejandra Herrera, Kimberly Jones, Kaleigh Felisberto, Jacqui Nott, Meagan Strelka, Susan Hawkins, Lorraine Crivello, Brennan DeWitt, Corey Weatherford, Nancy Hensley, Debra Schneider
- Student Rep Reports:** 8.1 **Kimball High School:** (Julian Steffens was unable to attend) Kylie Woodall shared that spring sports are coming to a close and senior nights are scheduled for baseball and softball. Volleyball senior night was yesterday. Today AVID freshman and sophomores went to San Francisco for a tour of Sonoma State University.

Tomorrow, leadership is having their second annual talent show Kimball's Got Talent. Prom is this Saturday at Lake Chalet in Oakland and the theme is a Night to Remember Oakland. Kimball High just wrapped up spirit week. One day was a game show theme. Students dressed up as Steve Harvey and Oprah Winfrey among others. During the Powder Puff game, the juniors were no match for the seniors, but the Powder Puff rally was entertaining, they really put on a show. Thursday Kimball is hosting the San Joaquin County Prom for special needs students throughout the county. April 27th, they have the Peter Pan Jr. performance, this is the last production of the year and admission is free.

Tracy High School: Olivia Orcutt provided the months update. Tracy High had their prom April 1st, which was a Great Gatsby theme at the San Francisco Galleria. They had a roaring great time! They just completed spirit days which included lots of great fun and club performances. The API Club performed at UOP for the Filipino Cultural Night, it was an incredible experience. IB and Ag Science awards were recently given out to celebrate the students for all their hard work. With 22 days left of school, there are exciting things coming up. Tracy High is having a parent work shop this evening for digital wellness, the caps and gowns are being distributed to the seniors, and the Spring musical is Ruddigore, which has a performance on April 28th. The Leadership class is attending a CADA event on May 2nd.

Alternative Education: Yolanda Aguilar Mora has graduated early which is a major accomplishment for her since she originally was not graduating on time. Congratulations Yolanda! Stein won 2nd place in their first ever soccer competition. Stein recently added a new score board in the gym which has been a huge improvement for the basketball team. Stein took 1st place in the Tracy Earth Day Challenge, they're very excited about this. TYAP held an easter egg hunt and recently went on a field trip for life skills, they practiced making their beds, picking up dirt with a shovel, pairing socks, and so much more.

West High School: Representatives Lily Banchero and Owen Jackson were unable to attend.

8.2 Poet Christian Elementary School: Teri Clark and Evangeline Delestrez are 8th grade students at Poet. On any given day you can find students engaged in many STEM activities. If you tour the campus, inside of the classrooms you will observe the Eagles learning and determined to succeed. At the conclusion of each trimester, students are awarded for their achievements. They recognize students from each class for their demonstration of good character. They have a strong PTSA at Poet, they organize fun and interactive activities for the students and staff.

North School: At North, Andrae Raymundo, Daniel Govea, Adrina Vallejo and Camila Cardenas always want to remember who they are and what they need to do. The students have a passion for learning and 8th grade students assist younger grade students. The students are creative, artists, engineers, and musicians; they feel free to display their talents in many different ways. At North they are resilient, they don't quit or give up on their academics. They have one on one devices for students 4th through 8th grade. Their teachers are available online to answer questions during after school hours. With their many programs including AVID and science Olympiad, Boys and Girls Club and after school dances, they socialize together

while working together to learn new things and setting good examples for their fellow students. They take time to celebrate accomplishments and have student/staff competitions, dances, and game nights.

Recognition & Presentations:

9.1 Tracy High School: Jon Waggle, Tracy High School Principal, is in his 24th year at THS. He was joined by Assistant Principals Anthony Quintana and Megan Strelka. Mr. Waggle told a story of what makes a school so important to the community. After COVID, it was realized that school plays such an important role in our lives. It is not always about academics. Student engagement at THS includes over 52 active clubs, each with an advisor that is a staff member at the school. They have over 20 sports at the varsity level which includes over 1,080 student signing up to participate. In December, they took 2nd place in the San Joaquin County Academic Decathlon, Mock Trial took 1st place in San Joaquin County and band and color guard has earned multiple awards. These activities bring students closer to the school and gives them more of a reason to participate in the academic process. A large segment of the community comes out to support the school during their home coming parade.

As a school, academics are important as well. Last years state testing data shows, in the last 2 years, they have performed above the state and county averages. THS is an IB school, and they offer AP testing, they have the AG science academy and are a performing arts magnet school, and have just begun a Fire Science program which has grown tremendously in the second year. All programs are open to every single student in TUSD, they are very proud of this. They connect to the community with their parent engagement workshops and community services events, such as brighter Christmas. They just had their WASC accreditation cycle and have an action plan for improvements and plans they are excited to implement. Some examples include partnering with feeder schools-to expand visual and performing arts and plans to increase attendance and academic achievements.

9.2 Recognize Joseph Camacho, San Joaquin County Office of Education 2023 Classified Employee of the Year: Associate Superintendent of Human Resources, Tammy Jalique, presented a certificate to Joseph Camacho, Para Educator at Jacobson Elementary School, for this outstanding award.

9.3 Recognize Tracy High School, Mock Trial San Joaquin County Champions: Julianna Stocking, Associated Superintendent of Education Services, was happy to give special recognition to the 2023 San Joaquin County Championship. Each student was presented with a certificate of recognition for their fantastic Mock Trial performance with a special acknowledgement to their Teacher Coach Alayna Carter and Attorney Coach Nila Dhugga.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on Instructional Materials Adoptions: Dr. Debra Schneider, Instructional Media Center Director, explained the process of selecting textbooks for the new elective course at West High School, Chicano Literature. Mr. Mario Rodriguez, committee member and teacher, that assisted in the review of materials presented the rationale behind the selection of materials.

Trustee Hoffert left the meeting at 7:41 pm.

Trustee Hoffert returned to the meeting at 7:43 pm.

Hearing of Delegations

11. Pete Mitracos is representing the Tracy Tree Foundation. They had applied for a grant for CA Relief through PG&E. TUSD and another local district have been planting trees. He is acknowledging the staff that assisted in putting this together: Rob Pecot, Tania Salinas, Anthony Flores, and Jason Seymore. Tomorrow they will be planting trees behind the stadium at Kimball High School. This is all part of the Earth Day program. He hopes to plant more trees throughout the district in the future.

Brennan DeWitt THS student, proposes the Tracy High 'N' building adopt the name The Owen Murray Building. Mr. Murray is his current Geometry teacher. He has helped many students along the way to graduation and has taught him to understand geometry on a level that he would never have been able to if he had another teacher. Mr. Murray has recently been diagnosed with cancer and, as such, this is his last year teaching. He is going to retire to live out the rest of his days with his family. The 'N' building, where Mr. Murray teaches, has no official name yet. Mr. Murray is an exceptionally great teacher and deserves this recognition.

Kimberly Jacobs wanted to update what special education professional development has been doing recently. There was a grant applied for and Jennifer King spear headed some professional development on a Saturday. Since December, they have been logging in once a month completing professional development on best practice and research including cooperative learning and math research. There are about a dozen that participated, and many have been in the district for a decade or so. She wanted to let the board know that lifelong learning is happening with the teachers and special education is trying to improve their practice to raise the student achievement for the special needs students.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Public Hearing to Gather Input on Draft Trustee Area Boundary Maps:

Opened public hearing at: 7:50 pm.

Kristen Parks, with National Demographic Corporation, presented 4 draft maps, the goal of this hearing is to hear feedback from the members of the board and to narrow down the 4 maps to eventually come to a consensus for a final map. Modifications and changes can be made at this time. Federal law governs the process in developing the trustee areas, including the requirement that each area have an equal population. The goal is to keep board members in district with an election year that lines up with their terms. With each of the draft maps, they are required to give a recommended election sequence and an alternative. When we settle on a final map we will also be choosing the sequence to go with that map. The difference of each map and their boundary lines was reviewed. If a new map is requested, it must be posted publicly 8 days prior to the next board meeting.

The Board asked some clarifying questions regarding population growth and election sequencing.

Once the trustee areas are adopted, the board is not required to revisit them until the next census in 2030. At that time, you review to make sure they are population balanced. If an election area has two trustees in the first voting sequence, one who's term is up in 2024 and the other in 2026, there are two options: the 2024 Trustee can complete his term in 2024 but then does not have an office to run for again until 2026, or, the 2026 Trustee could decide to resign their current seat to run in the 2024 election against the other.

Each trustee indicated their two preferred maps. Trustee MacDonald - orange/yellow; Trustee Hoffert - orange/yellow; Trustee Fagin - yellow/orange; Trustee Alexander - orange/purple; Trustee Hawkins - orange/yellow; Trustee Silcox - green/purple; Trustee Abercrombie - green/purple. **Majority Vote:** Yes-5 (Orange), Yes-4 (Yellow).

Closed public hearing at: 8:13 pm.

- Consent Items:**
- 13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
Action: Hawkins, Fagin. **Vote:** Yes-7; No-0; Absent-0.
Item # 13.2.8 was approved as amended.
 - 13.1 Administrative & Business Services:**
 - 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
 - 13.1.2** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
 - 13.1.3** Approve Out of State Travel for Superintendent and STEM Director to attend the 2023 EED Annual Grantee Summit in Washington, DC on June 7-9, 2023
 - 13.2 Educational Services:**
 - 13.2.1** Approve Tracy Charter School Summer Program 2023
 - 13.2.2** Approve Overnight Travel for 5 Advisors and 16 Students of West High FFA to attend Cal Poly State CDE Finals in San Luis Obispo, CA on May 5-6, 2023
 - 13.2.3** Approve Overnight Travel for the West High Track Team and Coaches to Attend the CIF State Championships in Clovis, CA May 26-28, 2023
 - 13.2.4** Receive Update on Quarterly Williams Complaint Report for the Quarter Ending April 15, 2023
 - 13.2.5** Approve On-Site Training for Art Freiler School Staff for Kagan Stretch and Review Workshop on August 2, 2023
 - 13.2.6** Approve the District Summer Programs 2023
 - 13.2.7** Approve the Discard of Obsolete Instructional Materials

- 13.2.8 Approve Master Contract for Non-Public School, Oak Grove Center for the Remainder of the 2022-2023 School Year (Separate Cover)
- 13.3 **Human Resources:**
- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

- 14.1 **Administrative & Business Services:**
- 14.1.1 Cast Ballot for 2023 CSBA Delegate Assembly Run-off Election (Separate Cover)
- Action:** Silcox, Fagin Nominate Sandra Chan. Vote: Yes-7; No-0; Absent-0.
- 14.1.2 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading) (Separate Cover)
- Action:** Silcox, Hoffert. Vote: Yes-7; No-0; Absent-0.
- 14.1.3 Certify Corrective Action to the 2021-22 Findings and Recommendations of the Independent Annual Financial Report
- Action:** Fagin, Hawkins. Vote: Yes-7; No-0; Absent-0.
- 14.1.4 Adopt Resolution No. 22-20 Confirming Tracy Unified School District as a "Rural School District" and Directing Staff to Re-Evaluate Secondary Start Times for the 2023-24 School Year

Kaleigh Felisberto, TUSD teacher in Professional Learning and Curriculum, spoke regarding Item# 14.1.4. She says there is a large body of research proving that children's biological clocks function better later in the day. The start times were switched because it was a legal mandate. She has not heard data to justify reversing the time. Data is needed in a number of areas. As an educator, students are her priority. What data is the district using if we decide to go a different route. She cares about making good choices for our high school students. She has been checking for information in Aeries and has found that tardies are down for this school year.

Trustee Silcox would like to see information of how many students are engaged in after school activities, and what the impact is on those students. Is there a way to measure safety concerns such as students being dropped off early and being unsupervised because their parents are going to work early. Trustee Fagin would like to find out how certificated and classified employees would react to a change if we did go back. Trustee MacDonald would like to know more of what the financial risks or penalties may be before making a decision. Trustee Alexander would like to know how the students would feel about coming in earlier. Trustee Abercrombie spoke to groups of students at each high school. 95% said they were getting less sleep and losing more class time than before. He has spoken with staff and parents and plans to continue to research to decide what is best. The research may take about 6 months to complete. If a change in start times were to be made, it would not be implemented until the 24/25 school year.

Action: Silcox, Hawkins. **Vote:** Yes-6; No-1 (Hoffert); Absent-0.

13.2.8 Approve Master Contract for Non-Public School, Oak Grove Center for the Remainder of the 2022-2023 School Year (Separate Cover)

13.3 Human Resources:

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

13.3.2 Approve Classified, Certificated and/or Management Employment

Action Items:

14.1 Administrative & Business Services:

14.1.1 Cast Ballot for 2023 CSBA Delegate Assembly Run-off Election (Separate Cover)

Action: Silcox, Fagin Nominate Sandra Chan. Vote: Yes-7; No-0; Absent-0.

14.1.2 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading) (Separate Cover)

Action: Silcox, Hoffert. Vote: Yes-7; No-0; Absent-0.

14.1.3 Certify Corrective Action to the 2021-22 Findings and Recommendations of the Independent Annual Financial Report

Action: Fagin, Hawkins. Vote: Yes-7; No-0; Absent-0.

14.1.4 Adopt Resolution No. 22-20 Confirming Tracy Unified School District as a "Rural School District" and Directing Staff to Re-Evaluate Secondary Start Times for the 2023-24 School Year

Kaleigh Felisberto, TUSD teacher in Professional Learning and Curriculum, spoke regarding Item# 14.1.4. She says there is a large body of research proving that children's biological clocks function better later in the day. The start times were switched because it was a legal mandate. She has not heard data to justify reversing the time. Data is needed in a number of areas. As an educator, students are her priority. What data is the district using if we decide to go a different route. She cares about making good choices for our high school students. She has been checking for information in Aeries and has found that tardies are down for this school year.

Trustee Silcox would like to see information of how many students are engaged in after school activities, and what the impact is on those students. Is there a way to measure safety concerns such as students being dropped off early and being unsupervised because their parents are going to work early. Trustee Fagin would like to find out how certificated and classified employees would react to a change if we did go back. Trustee MacDonald would like to know more of what the financial risks or penalties may be before making a decision. Trustee Alexander would like to know how the students would feel about coming in earlier. Trustee Abercrombie spoke to groups of students at each high school. 95% said they were getting less sleep and losing more class time than before. He has spoken with staff and parents and plans to continue to research to decide what is best. The research may take about 6 months to complete. If a change in start times were to be made, it would not be implemented until the 24/25 school year.

Action: Silcox, Hawkins. **Vote:** Yes-6; No-1 (Hoffert); Absent-0.

14.2 Educational Services:

14.2.1 Approve Adoption of Instructional Materials

Action: Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0.

14.2.2 Adopt Resolution No. 22-19 Supporting the Recognition and Celebration of School Library Month

The Librarians favorite subjects are library love and book joy. Library services following nine elements that a school library should have to raise achievements. Tonight, this report is focused on the extended library and staff hours that allow students the ability of more visits and the larger and newer collections of books. With the investment TUSD has made, no collection has an age of less than 20 years. At Villalovoz, every grade level has a specific set of books that is curated for their STEM unit. They were able to get a grant for students that are going through difficult times in their lives, the books are geared towards these life issues they may be facing. They have also been investing in eBooks and audio books to connect to the students through digital materials. Book Dating, or speed dating with books, is where the students circulate in very quick one or two-minute section of time through each of the genres. They are reading just the summary or the first page of the first chapter and are experience books that on their own they may not experience. Students that think they are nonreaders discover they are, they just haven't found the right book. These examples increase reading interest and motivation. Everyone is welcomed to come into any of their libraries and learn more of their story.

Action: Hawkins, Macdonald. **Vote:** Yes-7; No-0; Absent-0.

14.3 Human Resources:

14.3.1 Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2023-2024 School Year, Pending Public Input

Action: Silcox, Macdonald. **Vote:** Yes-7; No-0; Absent-0.

14.3.2 Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2023-2024 School Year and Submit it for Negotiations, Pending Public Input

Action: Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee MacDonald thanked everybody. This is his first meeting. He is looking forward to hopefully adding some new elements to the board. Trustee Hoffert commented regarding moving school times back. He says we are in a no-win situation, if we consider it from a political perspective, there is a good chance we can lose. We can lose on the basis of who has more authority over education, and on the basis of what is decided to be the definition of rural. Trustee Fagin thanked everyone for being here and their dedication to make this a better place for our children. Trustee Alexander thanked everyone for coming out. She enjoyed the student presentations. Trustee Hawkins said the longer he is here, the more intense things get. He enjoys hearing the students. There are important things on the table to make decisions about, this is why we chose to be here. There are many activities going on throughout the district. Trustees Silcox and Abercrombie passed.

**Superintendent
Report:**

Dr. Pecot is appreciative of the staff that facilitates the activities for our students. It is great hearing the passion from Tracy High and the North kids. He appreciates the hard work everyone puts in.

Adjourn: 8:41 pm.

Clerk

Date



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: May 1, 2023
SUBJECT: Public Hearing to Gather Input on Draft Trustee Area Boundary Maps

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. On or about November 3, 2022, the District received 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. At its January 24, 2023, regular meeting, the Board adopted a resolution indicating its intent to transition from at-large to by-trustee area elections, and at its February 14, 2023, regular meeting the Board approved retaining National Demographics Corporation to provide demographic services to assist with the transition to by-trustee-area elections.

The law requires the Board hold two “pre-map” public hearings prior to the development of any maps and the Board held those public hearings at the February 28, 2023, and March 28, 2023, Board meetings. At each “pre-map” public hearing, the public was asked to provide input regarding the composition of potential trustee area boundaries. During the second public hearing, the Board received additional information about the criteria for map development, including a presentation by the District’s demographer, National Demographics Corporation.

RATIONALE: The law requires the Board hold three public hearings regarding the draft maps prior to the approval of any trustee area boundary maps. On April 25, 2023, the Board held its first public hearing regarding draft trustee area boundary maps. At this evening’s meeting, the Board will hold its second public hearing regarding the draft trustee area boundary maps. During this hearing, as with prior public hearings, the public is again asked to provide input regarding the composition of trustee area boundaries. Also during the hearing, the Board will receive information regarding the draft trustee area boundary maps from its demographer. The Board may then provide direction regarding the draft maps.

The Board will hold its third and final public hearing on June 13, 2023, which time the Board will select and adopt a trustee area map. More information about this process and the draft trustee area maps is available on the District’s website at: <https://www.tracy.k12.ca.us/board-of-education/agenda-minutes>.

RECOMMENDATION: Receive Additional Information about the Process and Proposed Trustee Area Boundary Maps then Open a Public Hearing to Gather any Public input Regarding the Draft Trustee Area Maps.

Prepared by: Dr. Rob Pecot, Superintendent.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 27, 2023
SUBJECT: **Receive Public Comments Regarding Negotiations with California School Employees Association and the Tracy Unified School District (TUSD)**

BACKGROUND: CSEA has submitted their Sunshine Proposal for Reopener Negotiations for the 2023-2024 school year at the regularly scheduled board meeting on March 28, 2023. The District has also presented their initial bargaining proposal at the board meeting on April 25, 2023.

RATIONALE: This agenda item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

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

FUNDING: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with California School Employees Association (CSEA) and the Tracy Unified School District (TUSD).

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 27, 2023
SUBJECT: Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)

BACKGROUND: TEA has submitted their Sunshine Proposal for Reopener Negotiations for the 2022-2023 school year at the regularly scheduled board meeting on March 28, 2023. The District has also presented their initial bargaining proposal at the board meeting on April 25, 2023.

RATIONALE: This agenda item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

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

FUNDING: N/A

RECOMMENDATION: Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

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

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 (February and March 2023).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 24, 2023
SUBJECT: Approve Revolving Cash Fund Reports (February & March 2023)

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 (February & March 2023).

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

03/01/23

TUSD
REVOLVING CASH FUND
February 2023

Date	Num	Name	Memo	Paid Amount
02/03/2023	9890	California FCCLA	PO23-02285 Kimball HS	
			01-6387-0-3800-1000-5800-670-2975	-56.00
TOTAL				-56.00
02/03/2023	9891	California FCCLA	PO23-02276 THS	
			01-6387-0-3800-1000-5800-600-2975	-80.00
TOTAL				-80.00
02/03/2023	9892	SIERRA HIGH SCHOOL FCCLA	PO23-02286 Kimball HS	
			01-6387-0-3800-1000-5200-670-2975	-10.00
			01-6387-0-3800-1000-5800-670-2975	-60.00
TOTAL				-70.00
02/03/2023	9893	SIERRA HIGH SCHOOL FCCLA	PO23-02277 Tracy HS	
			01-6387-0-3800-1000-5200-600-2975	-10.00
			01-6387-0-3800-1000-5800-600-2975	-80.00
TOTAL				-90.00
02/03/2023	9894	INTERNATIONAL AGRI-CENTER	PO23-02232 Merrill F West HS	
			01-6387-0-3800-1000-5800-700-2975	-480.00
TOTAL				-480.00
02/09/2023	9895	DEPARTMENT OF PESTICIDE RE...	PO23-02325 EXAM FEES	
			01-8150-0-0000-8110-5800-800-9502	-690.00
TOTAL				-690.00
02/10/2023	9896	CHRISTINA LOZANO	Reclass pay correction 12/19-12/28/2022	
			01-0723-0-1110-3600-2200-849-9702	-550.37
TOTAL				-550.37
02/15/2023	9897	TOGO'S	PO23-00007	
			PO23-00007	-135.00
TOTAL				-135.00
02/17/2023	9898	TOGO'S	PO23-00007	
			PO23-00007	-135.00
TOTAL				-135.00

03/01/23

TUSD
REVOLVING CASH FUND
February 2023

Date	Num	Name	Memo	Paid Amount
02/21/2023	9899	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
02/21/2023	9900	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
02/21/2023	9901	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
02/21/2023	9902	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
02/21/2023	9903	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
02/21/2023	9905	CALIFORNIA HIGHWAY PATROL	PO23-00120 FEES	
			01-0723-0-1110-3600-5800-840-9702	-10.00
			01-0724-0-5750-3600-5800-840-9702	-15.00
TOTAL				-25.00
02/21/2023	9906	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
02/21/2023	9907	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00

03/01/23

TUSD
REVOLVING CASH FUND
February 2023

Date	Num	Name	Memo	Paid Amount
02/21/2023	9908	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
02/21/2023	9909	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
02/21/2023	9910	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
02/21/2023	9911	DEPARTMENT OF MOTOR VEHIC...	PO23-00045 FEES	
			01-0723-0-1110-3600-5800-840-9702	-35.60
			01-0724-0-5750-3600-5800-840-9702	-53.40
TOTAL				-89.00
02/22/2023	9912	FORENSIC ANALYTICAL CONSU...	INV# TRN_REG_1316 AHERA LEA Designee ...	
			01-0000-0-0000-7200-5200-800-9222	-350.00
TOTAL				-350.00
02/23/2023	9913	CITY OF TRACY	REQ23-02498 INV# 30821	
			01-3010-0-1110-1000-4300-310-5202	-40.00
TOTAL				-40.00

04/03/23

TUSD
REVOLVING CASH FUND
March 2023

Date	Num	Name	Memo	Paid Amount
03/06/2023	9914	HILTON LONG BEACH HOTEL	CASBO conference Business Services	
			01-0000-0-0000-7200-5200-800-9222	-579.81
TOTAL				-579.81
03/07/2023	9915	DAWN ARBOGAST	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-26.62
TOTAL				-26.62
03/07/2023	9916	Archana Garg	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-33.18
TOTAL				-33.18
03/07/2023	9917	Julianne Gust	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-26.06
TOTAL				-26.06
03/07/2023	9918	DEANNA HAZELBAKER	LATE TIMESHEET	
			01-0000-0-1110-1000-1107-800-2522	-32.30
TOTAL				-32.30
03/07/2023	9919	Brian Kauk	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-26.06
TOTAL				-26.06
03/07/2023	9920	Nicholas W Kerin	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-34.73
TOTAL				-34.73
03/07/2023	9921	Carol A Wyant	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-30.56
TOTAL				-30.56
03/07/2023	9922	Natalie Rodriguez	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-36.42
TOTAL				-36.42
03/07/2023	9923	Cheryl Reszka	Late Timesheet	
			01-0000-0-1110-1000-1107-800-2522	-32.30
TOTAL				-32.30

04/03/23

TUSD
REVOLVING CASH FUND
March 2023

Date	Num	Name	Memo	Paid Amount
03/14/2023	9924	Roshanda Watson	Late Timesheet 3/10/2023	
			01-0000-0-1110-8300-2206-606-9031	-523.97
			01-0017-0-8100-5900-2206-806-9622	-334.99
TOTAL				-858.96
03/14/2023	9925	Antonette Y Slagle	Late Timesheet 3/14/2023	
			01-6500-0-5770-1110-2105-806-2542	-210.73
			01-6500-0-5770-1110-2100-283-2542	-491.70
TOTAL				-702.43
03/14/2023	9926	Laura Santana-Michel	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-101.76
TOTAL				-101.76
03/14/2023	9927	Jeremy L Walton	Late timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-226.66
TOTAL				-226.66
03/14/2023	9928	Heather M Sequeira	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-245.59
TOTAL				-245.59
03/14/2023	9929	Mei Hsin Ying	Late Timesheet 3/14/2023	
			01-6500-0-5770-1110-2105-806-2542	-111.53
TOTAL				-111.53
03/14/2023	9930	John Cortez	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-82.04
TOTAL				-82.04
03/14/2023	9931	Asma Dildar	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2100-343-2542	-98.99
			01-3310-0-5730-1110-2100-283-2542	-197.98
			01-6500-0-5700-1110-2100-283-2542	-79.19
			01-6500-0-5770-1110-2105-806-2542	-283.77
TOTAL				-659.93
03/14/2023	9932	Annette Escobar	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-473.62
TOTAL				-473.62

04/03/23

TUSD
REVOLVING CASH FUND
March 2023

Date	Num	Name	Memo	Paid Amount
03/14/2023	9933	Christine Franken-Pal	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-243.45
TOTAL				-243.45
03/14/2023	9934	Mirna Galindo	Late Timesheet 3/10/2023	
			01-0000-0-1110-8300-2206-606-9031	-369.41
			01-0017-0-8100-5900-2206-806-9622	-602.71
TOTAL				-972.12
03/14/2023	9935	Arturo Gonzalez Soto	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-207.57
TOTAL				-207.57
03/14/2023	9936	Debra Goulart	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-407.85
TOTAL				-407.85
03/14/2023	9937	Elissa Meyers	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-48.18
TOTAL				-48.18
03/14/2023	9938	Zahida Mubarak	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-130.84
			01-3310-0-5730-1110-2100-283-2542	-65.42
			01-6500-0-5770-1110-2100-283-2542	-73.59
TOTAL				-269.85
03/14/2023	9939	Fatima Musabeh	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-84.81
TOTAL				-84.81
03/14/2023	9940	Sosan Nadery	Late Timesheet 3/10/2023	
			01-6500-0-5770-2490-2207-806-2542	-116.52
TOTAL				-116.52
03/14/2023	9941	Deanna Rodriguez Ellsworth	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-37.07
TOTAL				-37.07

04/03/23

TUSD
REVOLVING CASH FUND
March 2023

Date	Num	Name	Memo	Paid Amount
03/14/2023	9942	Katherine Hubregtse	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-73.55
TOTAL				-73.55
03/14/2023	9943	MELISSA IBANEZ	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-101.76
TOTAL				-101.76
03/14/2023	9944	Sobia Kalsoom	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-33.92
TOTAL				-33.92
03/14/2023	9945	Nitika Kapoor	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-16.89
TOTAL				-16.89
03/14/2023	9946	Esther Kelly	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-842.17
TOTAL				-842.17
03/14/2023	9947	Penny McWilliams	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-9.56
TOTAL				-9.56
03/14/2023	9948	Debra Angelo	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-32.52
TOTAL				-32.52
03/14/2023	9949	Cleydy Arenales Alegria	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-241.69
TOTAL				-241.69
03/14/2023	9950	Delia Arias	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-171.92
TOTAL				-171.92
03/14/2023	9951	Staci Beckman	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-17.36
TOTAL				-17.36

04/03/23

TUSD
REVOLVING CASH FUND
March 2023

Date	Num	Name	Memo	Paid Amount
03/14/2023	9952	Michael Campbell	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-84.81
TOTAL				-84.81
03/14/2023	9953	Jose Chavez	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-245.86
TOTAL				-245.86
03/14/2023	9954	Jason Cheeseman	Late Timesheet 3/10/2023	
			01-0017-0-8100-5900-2206-806-9622	-212.77
TOTAL				-212.77
03/14/2023	9955	Clacey Cook	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2107-806-2542	-54.46
TOTAL				-54.46
03/14/2023	9956	GABRIELA CORTES	Late Timesheet 3/10/2023	
			01-6500-0-5770-1110-2105-806-2542	-94.53
TOTAL				-94.53
03/15/2023	9957	TOGO'S	PO23-00696 West High School	
			01-0000-0-1110-1000-4300-700-2323	-642.00
TOTAL				-642.00
03/27/2023	9958	Thai Cafe	PO23-02637 Board Dinner	
			01-0000-0-0000-7150-4300-810-1001	-189.44
TOTAL				-189.44



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 24, 2023
SUBJECT: Approve Payroll Reports (February & March 2023)

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 (February & March 2023).

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

Pay Date 02/28/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	5,355,309.87	Teachers' Salaries
	1200	586,388.84	Cert Pupil Support Salaries
	1300	632,297.14	Cert Suprvrs' & Admins' Sal
	1900	208,080.33	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	626,612.90	Instructional Aides' Salaries
	2200	1,094,498.00	Classified Support Salaries
	2300	265,203.16	Class Suprvrs' & Admins' Sal
	2400	605,106.49	Clerical & Office Salaries
	2900	47,067.55	Other Classified Salaries
	Total Labor	9,420,564.28	

Fund 01	SACS Object	Amount	
	3101	1,256,336.92	STRS On 1000 Salaries
	3102	12,114.23	STRS On 2000 Salaries
	3201	50,287.39	PERS On 1000 Salaries
	3202	640,739.85	PERS On 2000 Salaries
	3301	103,308.57	
	3302	190,452.53	
	3401	658,857.02	
	3402	340,023.88	
	3501	33,910.40	State Unemploy On 1000 Salary
	3502	13,179.58	State Unemploy On 2000 Salary
	3601	116,760.35	Worker'S Comp Ins On 1000 Sal
	3602	45,424.22	Worker'S Comp Ins On 2000 Sal
	3701	63,480.68	
	3702	31,114.56	
	3901	135.42	
	Total Contributions	3,556,125.60	

Fund 09	SACS Object	Amount	
	1100	171,456.76	Teachers' Salaries
	1200	10,837.92	Cert Pupil Support Salaries
	1300	4,613.53	Cert Suprvrs' & Admins' Sal
	2400	11,573.24	Clerical & Office Salaries
	Total Labor	198,481.45	

Fund	09	SACS Object	Amount	
		3101	35,699.41	STRS On 1000 Salaries
		3202	2,936.13	PERS On 2000 Salaries
		3301	2,487.03	
		3302	885.61	
		3401	17,220.42	
		3402	1,598.94	
		3501	934.53	State Unemploy On 1000 Salary
		3502	57.87	State Unemploy On 2000 Salary
		3601	3,217.81	Worker'S Comp Ins On 1000 Sal
		3602	199.25	Worker'S Comp Ins On 2000 Sal
		Total Contributions	65,237.00	
Fund	11	SACS Object	Amount	
		1100	18,866.55	Teachers' Salaries
		1200	9,260.28	Cert Pupil Support Salaries
		1300	12,291.60	Cert Suprvrs' & Admins' Sal
		2100	6,369.24	Instructional Aides' Salaries
		2400	9,325.48	Clerical & Office Salaries
		Total Labor	56,113.15	
Fund	11	SACS Object	Amount	
		3101	7,719.89	STRS On 1000 Salaries
		3202	3,981.73	PERS On 2000 Salaries
		3301	552.78	
		3302	1,127.02	
		3401	3,112.00	
		3402	2,536.45	
		3501	202.10	State Unemploy On 1000 Salary
		3502	78.49	State Unemploy On 2000 Salary
		3601	695.83	Worker'S Comp Ins On 1000 Sal
		3602	270.18	Worker'S Comp Ins On 2000 Sal
		Total Contributions	20,276.47	
Fund	12	SACS Object	Amount	
		2100	21,217.72	Instructional Aides' Salaries
		2400	6,281.99	Clerical & Office Salaries
		Total Labor	27,499.71	
Fund	12	SACS Object	Amount	
		3102	549.72	STRS On 2000 Salaries
		3202	5,205.90	PERS On 2000 Salaries

3302	1,750.86
3402	2,254.91
3502	137.50
3602	473.45
Total Contributions	10,372.34

State Unemploy On 2000 Salary
Worker'S Comp Ins On 2000 Sal

Fund 13	SACS Object	Amount
	2200	175,657.57
	2300	45,038.33
	2400	19,581.70
	Total Labor	240,277.60

Classified Support Salaries
Class Suprvrs' & Admins' Sal
Clerical & Office Salaries

Fund 13	SACS Object	Amount
	3202	54,655.33
	3302	17,192.49
	3402	19,565.61
	3502	1,201.35
	3602	4,136.69
Total Contributions		96,751.47

PERS On 2000 Salaries
State Unemploy On 2000 Salary
Worker'S Comp Ins On 2000 Sal

Pay Date 02/10/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	414,693.58
	1200	247.77
	1300	280.00
	1900	1,455.80
	2100	27,837.20
	2200	95,199.66
	2400	14,486.60
	2900	3,747.01
	Total Labor	557,947.62

Teachers' Salaries
 Cert Pupil Support Salaries
 Other Certificated Salaries
 Instructional Aides' Salaries
 Classified Support Salaries
 Clerical & Office Salaries
 Other Classified Salaries

Fund 01	SACS Object	Amount
	3101	53,884.97
	3102	90.21
	3201	71.04
	3202	3,621.35
	3301	7,123.23
	3302	9,982.24
	3501	2,083.96
	3502	706.34
	3601	7,173.20
	3602	2,432.08
	Total Contributions	87,168.62

STRS On 1000 Salaries
 STRS On 2000 Salaries
 PERS On 1000 Salaries
 PERS On 2000 Salaries
 State Unemploy On 1000 Salary
 State Unemploy On 2000 Salary
 Worker'S Comp Ins On 1000 Sal
 Worker'S Comp Ins On 2000 Sal

Fund 09	SACS Object	Amount
	1100	49,832.86
	2400	958.30
	Total Labor	48,874.56

Teachers' Salaries
 Clerical & Office Salaries

Fund 09	SACS Object	Amount
	3101	8,032.54
	3202	243.12
	3301	722.58
	3302	73.31
	3501	249.13
	3502	4.79
	3601	857.92

STRS On 1000 Salaries
 PERS On 2000 Salaries
 State Unemploy On 1000 Salary
 State Unemploy On 2000 Salary
 Worker'S Comp Ins On 1000 Sal

3602		16.50	Worker'S Comp Ins On 2000 Sal
Total Contributions		9,524.45-	
Fund 11	SACS Object	Amount	
	1100	2,498.99	Teachers' Salaries
	1200	247.77	Cert Pupil Support Salaries
	2100	497.30	Instructional Aides' Salaries
	2400	382.64	Clerical & Office Salaries
Total Labor		3,626.70	
Fund 11	SACS Object	Amount	
	3101	496.72	STRS On 1000 Salaries
	3202	126.17	PERS On 2000 Salaries
	3301	39.83	
	3302	67.31	
	3501	13.73	State Unemploy On 1000 Salary
	3502	4.40	State Unemploy On 2000 Salary
	3601	47.31	Worker'S Comp Ins On 1000 Sal
	3602	15.15	Worker'S Comp Ins On 2000 Sal
Total Contributions		810.62	
29			
Fund 12	SACS Object	Amount	
	2100	1,725.88	Instructional Aides' Salaries
Total Labor		1,725.88	
Fund 12	SACS Object	Amount	
	3202	28.52	PERS On 2000 Salaries
	3302	75.33	
	3502	8.63	State Unemploy On 2000 Salary
	3602	29.70	Worker'S Comp Ins On 2000 Sal
Total Contributions		142.18	
Fund 13	SACS Object	Amount	
	3202	1,159.11	PERS On 2000 Salaries
	3302	591.74	
	3502	49.72	State Unemploy On 2000 Salary
	3602	171.21	Worker'S Comp Ins On 2000 Sal
Total Contributions		1,971.78	
Fund 13	SACS Object	Amount	

2200	9,944.30	Classified Support Salaries
Total Labor	9,944.30	

ESCAPE ONLINE
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075 - Tracy Unified School District

Pay Date 03/31/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	5,304,213.72
	1200	586,219.66
	1300	631,689.88
	1900	207,404.32
	2100	629,712.20
	2200	1,092,650.61
	2300	264,869.16
	2400	603,224.06
	2900	48,390.50
	Total Labor	9,368,374.11

Fund 01	SACS Object	Amount
	3101	1,248,863.41
	3102	12,114.23
	3201	50,317.30
	3202	640,900.79
	3301	102,649.09
	3302	190,540.28
	3401	660,158.76
	3402	341,171.09
	3501	33,647.69
	3502	13,180.75
	3601	115,855.66
	3602	45,430.43
	3701	63,480.68
	3702	30,982.76
	3901	135.42
	Total Contributions	3,549,428.34

Fund 09	SACS Object	Amount
	1100	178,970.06
	1200	10,837.92
	1300	4,613.53
	2400	11,573.24
	Total Labor	205,994.75

Fund 09	SACS Object	Amount	
	3101	37,134.48	STRS On 1000 Salaries
	3202	2,936.13	PERS On 2000 Salaries
	3301	2,595.97	
	3302	885.61	
	3401	17,220.56	
	3402	1,598.95	
	3501	972.11	State Unemploy On 1000 Salary
	3502	57.87	State Unemploy On 2000 Salary
	3601	3,347.17	Worker'S Comp Ins On 1000 Sal
	3602	199.25	Worker'S Comp Ins On 2000 Sal
	Total Contributions	66,948.10	

Fund 11	SACS Object	Amount	
	1100	18,866.55	Teachers' Salaries
	1200	9,260.28	Cert Pupil Support Salaries
	1300	12,291.60	Cert Suprvrs' & Admins' Sal
	2100	6,369.24	Instructional Aides' Salaries
	2400	9,958.50	Clerical & Office Salaries
	Total Labor	56,746.17	

32 Fund 11	SACS Object	Amount	
	3101	7,719.89	STRS On 1000 Salaries
	3202	4,142.33	PERS On 2000 Salaries
	3301	552.78	
	3302	1,175.44	
	3401	3,112.02	
	3402	2,536.48	
	3501	202.10	State Unemploy On 1000 Salary
	3502	81.65	State Unemploy On 2000 Salary
	3601	695.83	Worker'S Comp Ins On 1000 Sal
	3602	281.07	Worker'S Comp Ins On 2000 Sal
	Total Contributions	20,499.59	

Fund 12	SACS Object	Amount	
	2100	19,942.45	Instructional Aides' Salaries
	2400	6,281.99	Clerical & Office Salaries
	Total Labor	26,224.44	

Fund	12	SACS Object	Amount
		3102	549.72
		3202	4,882.36
		3302	1,641.48
		3402	2,239.91
		3502	131.13
		3602	451.49
		Total Contributions	9,896.09
Fund	13	SACS Object	Amount
		2200	172,892.13
		2300	45,038.33
		2400	19,340.68
		Total Labor	237,271.14
Fund	13	SACS Object	Amount
		3202	54,313.93
		3302	16,931.45
		3402	18,800.59
		3502	1,186.32
		3602	4,084.90
		Total Contributions	95,317.19

075 - Tracy Unified School District

Generated for Janae Taylor (JANAETA75), Apr 24 2023 2:16PM

ESCAPE ONLINE

Pay Date 03/10/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount	
	1100	655,702.33	Teachers' Salaries
	1200	1,152.19	Cert Pupil Support Salaries
	1300	2,765.50	
	1900	43,560.96	Other Certificated Salaries
	1999	0.00	1000 Salary Payroll Errors
	2100	204,856.15	Instructional Aides' Salaries
	2200	122,709.18	Classified Support Salaries
	2400	23,397.59	Clerical & Office Salaries
	2900	6,295.54	Other Classified Salaries
	Total Labor	1,060,439.44	

Fund 01	SACS Object	Amount	
	3101	100,410.28	STRS On 1000 Salaries
	3102	1,302.77	STRS On 2000 Salaries
	3202	5,736.08	PERS On 2000 Salaries
	3301	11,719.61	
	3302	19,575.24	
	3401	1,362.74	
	3501	3,516.58	State Unemploy On 1000 Salary
	3502	1,786.25	State Unemploy On 2000 Salary
	3601	12,106.21	Worker'S Comp Ins On 1000 Sal
	3602	6,150.59	Worker'S Comp Ins On 2000 Sal

Fund 09	Total Contributions SACS Object	Amount	
		160,940.87	

Fund 09	SACS Object	Amount	
	1100	702.40	Teachers' Salaries
	2400	984.20	Clerical & Office Salaries
	Total Labor	1,686.60	

Fund 09	SACS Object	Amount	
	3101	134.16	STRS On 1000 Salaries
	3202	249.69	PERS On 2000 Salaries
	3301	10.18	
	3302	75.29	
	3501	3.51	State Unemploy On 1000 Salary
	3502	4.92	State Unemploy On 2000 Salary
	3601	12.09	Worker'S Comp Ins On 1000 Sal
	3602	16.94	Worker'S Comp Ins On 2000 Sal

Fund 11	Total Contributions	506.78	
	SACS Object	Amount	
	1100	10,702.40	Teachers' Salaries
	1200	1,152.19	Cert Pupil Support Salaries
	2100	188.32	Instructional Aides' Salaries
Fund 11	2400	437.30	Clerical & Office Salaries
	Total Labor	12,480.21	
	SACS Object	Amount	
	3101	2,208.42	STRS On 1000 Salaries
	3202	47.78	PERS On 2000 Salaries
Fund 11	3301	171.89	
	3302	47.86	
	3501	59.25	State Unemploy On 1000 Salary
	3502	3.13	State Unemploy On 2000 Salary
	3601	204.09	Worker'S Comp Ins On 1000 Sal
Fund 12	3602	10.77	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,753.19	
	SACS Object	Amount	
	2100	2,057.36	Instructional Aides' Salaries
	Total Labor	2,057.36	
Fund 12	SACS Object	Amount	
	3202	80.24	PERS On 2000 Salaries
	3302	97.57	
	3502	10.27	State Unemploy On 2000 Salary
	3602	35.42	Worker'S Comp Ins On 2000 Sal
Fund 13	Total Contributions	223.50	
	SACS Object	Amount	
	2200	15,715.18	Classified Support Salaries
	Total Labor	15,715.18	
	SACS Object	Amount	
Fund 13	3202	1,685.17	PERS On 2000 Salaries
	3302	833.20	
	3502	78.57	State Unemploy On 2000 Salary
	3602	270.56	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,867.50	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: April 25, 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:

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Tanveer S Bajwa MD Inc. for the total amount of \$500.00 (ck#1677). Money will be used towards supplies for Kimball High's Softball Team.
2. Tracy Unified School District/Kimball High School: From M-T Metal Fabrications Inc. Inc. for the total amount of \$500.00 (ck#35291). Money will be used towards supplies for Kimball High's Softball Team.
3. Tracy Unified School District/Kimball High School: From Kimball High Booster Club Inc. for the total amount of \$1,600.00 (ck#6016). This donation to be used for the Kimball's Football Team.

Jacobson Elementary:

1. Tracy Unified School District/Jacobson Elementary: From JSPA for the value of \$3,972.00. Tables were purchased to be used in the Science Lab.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Steve C Nelson General Contractor for the total amount of \$500.00 (ck#104348). This donation is for the Preston-Nelson FFA Scholarship.

Tracy Unified School District:

1. Tracy Unified School District: From Tracy Tree Foundation for the value of \$2,200.00. Tracy Tree will be donating trees to be planted at various sites around the school district.

Wanda Hirsch Elementary School:

1. Tracy Unified School District/Wanda Hirsch Elementary: From HPTO for the total amount of \$506.00 (ck# 1698). Parent Club donated copies and paper for the teachers.

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: April 26, 2023
SUBJECT: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 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 extracurricular 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 2023/24 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
Tracy High Volleyball Booster Club	<i>Recommended for approval</i>	<i>Current</i>
West High Home Field Advantage	<i>Recommended for approval</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: April 28, 2023
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

BACKGROUND: To be valid or to constitute an enforceable obligation against the district, education code 17604 requires all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, and the advance notice staff has in procuring the services or materials.

RATIONALE: School site assemblies, services, business, and food vendors require pre-approval to ensure three different documents are in place: an approved contract when applicable; a certificate of insurance; an endorsement letter naming the district an additional insured. In addition, all vendors are reviewed to ensure the content is appropriate for student audiences, and that conflicts do not occur with other school site or district events.

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
5/9/2023	Steven Sanchez DJ Services DJ Services - Steven Sanchez 209-834-7652; anthony121496@yahoo.com No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	5/27/2023

To that end, the attached list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students.

This list will be updated as needed and presented to the board for approval.

FUNDING: Per attached summary of requisitions.

RECOMMENDATIONS: Approve Entertainment, Assembly, Service, Business and Food Vendors.

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: May 9, 2023
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

BACKGROUND: To be valid or to constitute an enforceable obligation for or against the district, education code 17604 requires that all contracts must be approved and/or ratified by the board of trustees. This requirement is met in several different ways, depending on the value of the requisition, the types of services or materials being procured, the value of the fee, dedication, services or other requirements being offered to or by the District and the advance notice staff has in procuring the services or materials; or the timing required to negotiate the agreement on behalf of the District. Routine requisitions less than \$5,000 are ratified on the consent calendar when the board approves the warrants list. Except when specific exceptions are detailed in board policies and procedures, requisitions greater than \$15,000 are submitted as action items for board pre-approval. Also, Special Services and advice in financial, accounting, engineering, legal or administrative matters pursuant to Government Code 63060 meet the requirements.

Routine requisitions between \$5,000 and \$15,000, and requisitions greater than \$15,000 which meet specific criteria, may be ratified on the consent calendar by board approval of a summary list, more detailed than the warrants listing. This may also include ratification of "Notice of Completion" of construction projects.

RATIONALE: The attached summary of these requisitions with related support documentation details financial obligations greater than \$5,000 but which meet the criteria to be ratified in this format. The summary is organized alphabetically so that the project's back-up material is identified with the same letter in the lower left-hand corner.

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
May 9, 2023
SUMMARY OF SERVICES

A. Vendor: Universal Engineering Sciences
Sites: Various Sites
Item: Contract
Services: Inspection and testing of earthwork during construction of the relocatable classroom buildings.
Cost: \$179,000
Project Funding: General Funds

B. Vendor: Restoration Management Company
Sites: West High
Item: Contract
Services: Rebuild Pool House
Cost: \$87,880.00
Project Funding: Deferred Maintenance (Fund 14)

C. Vendor: Virginia Mechanical, Inc.
Sites: Monte Vista
Item: Proposal
Services: Install New HVAC Unit
Cost: \$128,592.00
Project Funding: Deferred Maintenance (Fund 14)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 24, 2023
SUBJECT: Approve Agreement for Contract Services Between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2023-2024 School Year to Title I Schools

BACKGROUND: Tracy Unified School District's Title I K-5 and K-8 Schools have a large population of students who would benefit from additional Reading and Math interventions. MyPath, a computer-based software program provided by Imagine Learning Inc., provides both teachers and administrators with the ability to provide differentiated and engaging curriculum and strong progress monitoring tools to improve student learning. My Path has been piloted at North School for the 2022-23 school year to provide additional intervention, reinforcement, and enrichment for students. Due to the successful implementation and student progress shown using MyPath at North School, it is felt that expanding this program to K-5/K-8 Title I schools will further increase student achievement and close the achievement gap in the Tracy Unified School District.

RATIONALE: Based on Tracy Unified School District's local and State assessment data from the 2021/2022 and 2022/2023 school years, there is a need to provide additional and continuous interventions and enrichments through the MyPath program to all students at the following Title I schools for the 2023-2024 school year: Art Freiler, Central, Bohn, Villalovoz, McKinley, Jacobson, North, and South-West Park Elementary. The MyPath Reading and Math program will allow teachers to pre-assess students at the beginning of the year, identify students' needs, and build differentiated interventions and enrichment systems in Reading and Math for all students. Additionally, teachers will be able to track student progress, in real-time, throughout the school year. My Path will be an additional and engaging resource to improve student achievement and close the achievement gap in Reading and Math.

FUNDING: The cost, not to exceed \$276,800.00, will be paid from Title I Carryover Funds. This cost is for training, individual student licenses, and digital integration.

RECOMMENDATION: Approve Agreement for Contract Services Between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2023-2024 School Year to Title I Schools.

Prepared by: Derek Sprecksel, Jacobson Elementary School Principal.



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

Price Quote

Date 3/27/2023
Quote No. 300210
Acct. No. 03:tr:CA:12214869
Total \$276,800.00
Pricing Expires 6/25/2023

Tracy Joint Unified School District
1875 West Lowell Ave.
Tracy CA 95376

Payment Schedule	Contract Start	Contract End
Net 30	7/1/2023	6/30/2024

Site	Description	Comment	End Date	Qty
1.	Art Freiler School			
2.	Central Elementary School			
3.	Louis Bohn Elementary School			
4.	Louis J Villalovoz Elementary School			
5.	McKinley Elementary School			
6.	Melville Jacobson Elementary School			
7.	North Elementary School			
8.	South-West Park Elementary School			
	Clever SSO Integration (Provides SSO via Clever instant login. requires Clever Sync/User provisioning)		06/30/2024	8
	Integration Clever/User provisioning (creates student and teachers from Clever)		06/30/2024	8
	MyPath K-12 Reading and Math Site License		06/30/2024	8
	Professional Development Foundational Webinar Package - MyPath K-12 -Includes 4 webinar sessions.		06/30/2024	8

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

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

Tracy Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

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

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



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

Price Quote

Date 3/27/2023
Quote No. 300210
Acct. No. 03:tr:CA:12214869
Total \$276,800.00
Pricing Expires 6/25/2023

Site	Description	Comment	End Date	Qty
	Purpose Prep Elem Site License		06/30/2024	8
	Purpose Prep PD Webinar		06/30/2024	8

Site	Description	Comment	End Date	Qty
1. North Elementary School				
	Imagine Fluent Reader+ Site License Add-on		06/30/2024	1
	Imagine Language & Literacy Site License		06/30/2024	1
	Imagine Math Facts Site License		06/30/2024	1
	Imagine Math Site License		06/30/2024	1
	Integration Clever Sync (User provisioning and SSO via Clever for IL Lang & Lit)		06/30/2024	1
	Integration Clever Sync (User provisioning and SSO via Clever for Imagine Math Facts)		06/30/2024	1
	Integration Clever Sync (User provisioning and SSO via Clever for Imagine Math)		06/30/2024	1

Subtotal \$284,800.00
Discount (\$8,000.00)
Total \$276,800.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 26, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for Academic Tutoring for the 2023-2024 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, academic tutoring, and assessments for diverse students. In the 2021-22 school year, TUSD schools and FACES began a partnership in providing behavior technicians to meet the increased social emotional needs of students. In the 2022-23 school year, TUSD schools and FACES added academic tutoring services to further meet the needs of our students. The FACES staff provide mentorship, behavior supports, positive development of social skills, restorative practices, and support and positive development of academic skills.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health and academic specialists who represent Bohn's student population and proven success impacting student achievement and behaviors. FACES is certified by the National Tutoring Association. They will provide 1 academic tutor, 35 hours per week, for the 2023-24 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, academic tutoring and behavior supports. This aligns with Strategic Goal #2 of our SPSA to prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: FACES will be paid no more than \$120,000.00, funded through Title I carry-over funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for Academic Tutoring for the 2023-2024 School Year.

PREPARED BY: Jacqui Nott, Principal Bohn 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 Faith in Action Community Education Services (F.A.C.E.S), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 1 academic tutor to assist and support student academic achievement in the classroom. The academic tutor will provide tutoring 7 hours per day no to exceed 35 hours a week. Services will include academic tutoring, mentorship, behavior support, positive development of academic skills and confidence.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn Elementary School.

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

- a. District shall pay \$600.00 per [] HOUR [x] DAY [] FLAT RATE, not to exceed a total of \$120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on March 8, 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 _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 26, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for Behaviorist Services for the 2023-24 School Year

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

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent Bohn's student population and proven success impacting student behaviors. They will provide 1 behaviorist, 7 hours daily, for the 2023-24 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, behavior supports, restorative practices, grief and loss groups, addiction groups, social anxiety groups, and boys' groups. As well as students who are failing academically and trauma counseling for English language learners. This aligns with Strategic Goal #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: FACES will be paid no more than \$150,000.00, funded through Title I carry-over funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and Louis A. Bohn Elementary School for Behaviorist Services for the 2023-24 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 campus behaviorist to assist and support student behaviors in the classroom and school campus setting. The behaviorist will provide 7 hours of services daily. Services will include mentorship, restorative practices, behavior support, positive development of social skills, and SEL groups.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn Elementary School.

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

- a. District shall pay \$110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$150,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on March 8, 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 _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: April 5, 2023
RE: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2023-24 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Art Freiler School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. Additionally, PIQE offers a Family Literacy Program designed to support families in helping build their child's literacy skills, at home reading strategies, and developing a stronger understanding of the stages of reading development. This supports the District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Strategic Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The District shall pay a flat fee of \$25,500 for the signature program in English and Spanish. The Family Literacy Program has a flat fee of \$13,000 and will be funded by Title I carryover funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Art Freiler School During the 2023-2024 School Year.

Prepared by: Stephen Theall, Principal, Art Freiler 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 parent training courses in English and Spanish for the parents and students enrolled at Art Freiler School. The Family Literacy Program will enable parents to build their child's literacy skills, at home reading strategies, and developing a stronger understanding of the stages of reading development.

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 2023-2024 school year () [] HOURS [] DAYS, under the terms of this agreement at the following location Art Freiler School.

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

- a. District shall pay \$ 25,500 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 25,500. 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 \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on June 30, 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, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [x ☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

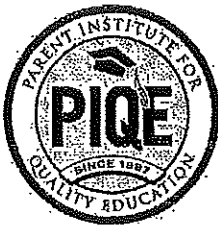
employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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

AGREED:

Contractor Signature	Title
33-0259359	
IRS Identification Number	
Parent Insitute For Quality Education	
Title	
3641 Mitchell Rd., Ste. H	
Address	
Ceres, CA 95307	

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: Stephen Theall, School Principal
From: Gabriela Rios, Executive Director
Date: March 30, 2023

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

RECITALS

- A. Scope of Services: PIQE will provide its **Signature Family Engagement** in Education K-12 Program (FE) for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians 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 to empower parents to address the educational needs of their school-aged children.
- B. Time of Class: **TBD** Morning _____ Evening _____
- C. Type of Class: **TBD** Virtual (V) _____, Hybrid (H) _____, In-Person (P) _____

In Person: Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony

Virtual – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.

Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.

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

- 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: September 2023-October 2023**
- F. **Compensation:** a flat fee of **\$12,500.00** for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- G. **Cancellation:** A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.
- H.

Location: TBD

School funding: _____

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

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

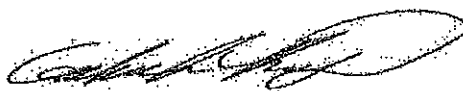
I accept these services at **Art Freiler School** under the terms and conditions noted.

Stephen Theall, School Principal

4/15/23
Date

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

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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Telephone: 619.420.4499
www.piqe.org



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Stephen Theall, School Principal
From: Gabriela Rios, Executive Director
Date: March 30, 2023

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

RECITALS

- A. Scope of Services: PIQE will provide its **Family Literacy P-3rd Program (P3)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Q&A 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 introduce the five elements of literacy equipping families with strategies to support literacy at home.
- B. Time of Class: **TBD** Morning _____ Evening _____
- C. Type of Class: **TBD** Virtual (V) _____, Hybrid (H) _____, In-Person (P) _____

In Person: Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony

Virtual – PIQE will offer online through the Zoom platform during the evenings starting with the Orientation and finishing with a Graduation ceremony.

Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.

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

- 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: January 2024-February 2024**
- F. **Compensation:** a flat fee of **\$13,000.00** for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- G. **Cancellation:** A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.
- H.

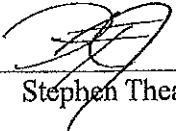
Location: TBD

School funding: _____

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

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

I accept these services at **Art Freiler School** under the terms and conditions noted.

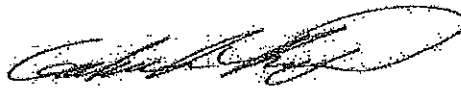


Stephen Theall, School Principal

4/5/23

Date

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



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, Assoc Supt of Ed Services
DATE: April 5, 2023
RE: **Approve Contract with Solution Tree and Art Freiler School to Provide Virtual Professional Development through Global PD Teams During the 2023-2024 School Year**

BACKGROUND: Solution Tree is an organization dedicated to transforming education by empowering educators to raise student achievement. Their research based professional development is designed to support building Professional Learning Communities, implementation of quality instructional practices that meet the needs of all students and strengthen assessment and intervention practices. Global PD Teams provides virtual access for all staff to just-in-time learning through video, literature, and miniature courses.

RATIONALE: Global PD Teams is designed to support schools and educators in working together in Professional Learning Communities to determine what students should know and be able to do, interpret student learning data, and develop appropriate interventions and enrichments in response to student learning. Global PD Teams will be used to support school Professional Learning Communities during Early Release Monday activities. 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: Global PD Teams have a cost of \$4,900 and will be funded through Title 1 funds.

RECOMMENDATION: Approve Contract with Solution Tree and Art Freiler School to Provide Virtual Professional Development through Global PD Teams During the 2023-2024 school year.

Prepared by: Stephen Theall, Principal, Art Freiler 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 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: Provide virtual professional development through Global PD Teams during the 2023-2024 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2023-2024 school year () [] HOURS [] DAYS, under the terms of this agreement at the following location Art Freiler School.

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

- a. District shall pay \$ 4,900 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 4,900. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Solution Tree _____

Title _____

Address _____

555 N. Morton St. _____

Bloomington, IN 47404 _____

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: April 5, 2023
SUBJECT: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School

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

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

FUNDING: Total cost is \$50,345. Funding will be provided by Title I funds.

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

Prepared by: Stephen Theall, Art Freiler School Principal.

Project Budget Form				
Project Name:		Art Freller Middle School - PEI Proposal 2023-2024		
Lead Agency:		Sow A Seed Community Foundation		students served
Project Duration:	180 days x 7 hrs = 1260 hrs	Total Budget:	\$50,345	72+
Personnel				
Position	Allocation or Hr	Base Salary	Total Cost	
1 Mental Health Specialist	1260	\$32,500	\$32,500	
Program Coordinator	10	\$250	\$250	
		\$0	\$0	
		\$0	\$0	
Subtotal Personnel	1270	\$32,750	\$32,750	
Benefits				
Item	Rate	Cost for all Positions	Total Cost	
FICA	0.0765	\$32,750	\$2,585.38	
other Employer Taxes	0.041	\$32,750	\$1,342.75	
Workers Comp..	0.01	\$32,750	\$327.50	
Health	3.75	1,270	\$4,762.50	
Subtotal Benefits			\$8,938.13	
Supplies				
Item	Number needed	Cost	Total Cost	
Food/ Snack	864	1.5	\$1,296.00	
Printing/ lesson material	72	17	\$1,224.00	
Program supplies	72	1.5	\$108.00	
Subtotal Supplies			\$2,520.00	
Equipment				
Item	Rate	Cost	Total Cost	
hotspot	1	275	\$275.00	
Subtotal Equipment			\$275.00	
Contracted Services				
Service or Expertise	Hourly Rate	Cost	Total Cost	
Subtotal Contracted Services				
Other Costs				
Item	Number needed	Cost	Total Cost	
Graduation supplies	3	150	\$450.00	
Mileage	1	150	\$150.00	
Telephone/ Internet	1	140	\$140.00	
Training/ pre program	1	545	\$545.00	
Subtotal Direct Costs			\$1,285.00	
Subtotal (sum all costs above)			\$45,768.13	
Indirect Cost - 10%			\$ 4,576.81	
Total Project Cost			\$50,345	

Relate cashed over 3 periods
facilitator x 3 cohorts per week x 24 students = 72 students
24 students x 36 weeks = 864 snacks total number of supplies = 71

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum. Services will be provided to Art Freiler School during the 2023-2024 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Art Freiler School.

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

- a. District shall pay \$ 50,345 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 50,345. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on June 30, 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, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Education Services
DATE: April 17, 2023
SUBJECT: Approve Contract with Solution Tree for Global Professional Development for Teams for the 2023-2024 School Year

BACKGROUND: Solution Tree's Global PD for Teams provides the entire faculty with digital real-time access to advice, direction, practical strategies, and professional guidance in eight essential competencies. It is a catalyst for continuous school improvement. Solution Tree is a vendor overseeing the Professional Learning Community process, and RTI two areas of George Kelly's continued focus.

RATIONALE: George Kelly's strives to continue its focus to strengthen both the PLC and RTI process. Solution Tree's Global PD for Teams supplies our staff with guided professional learning opportunities for the entire school year. This would be beneficial to both new teachers and veteran staff. By purchasing Solution Tree's Global PD for Teams, we will focus on different and continue our growth in focused skill areas. Global PD for Teams provides access to mini- courses to get teachers up to speed in content areas, enhance team learning and expose staff members to new skills. Over the course of the year, administration will assign specific play list for students to both interact and watch during PLCs to deepen staff learning and support the collaborative process. Additionally, there will be access to eBooks to plan book studies, and deepen team understanding in key topic areas.

FUNDING: The cost, not to exceed \$4,900.00, will be paid from George Kelly's Site Budget for the 2023-2024 school year. There will be no ongoing costs.

RECOMMENDATION: Approve Contract with Solution Tree for Global Professional Development for Teams for the 2023-2024 School Year.

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

Solution Tree Purchase Agreement

Effective April 27, 2023, Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and George Kelly Elementary ("Customer"), located at 535 Mabel Josephine Dr., agree as follows:

1. **Summary:** Customer will purchase the following Solution Tree products and services:

Products and Services	Total
Global PD Teams Building License	\$4,900.00
Total	\$4,900.00

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. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Solution Tree will invoice Customer based on the following schedule:

Description	Payment	Expected Invoice Date
Global PD Teams Building License	\$4,900.00	Upon completion of setup

3. **Global PD Teams Building and Individual Licenses:** Solution Tree grants Customer a limited, non-exclusive, non-transferable license for all educators in George Kelly Elementary to access Global PD Teams via the website currently at <http://globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Customer will use Global PD Teams in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time. In the event of a direct conflict between this Agreement and the Terms of Use, the terms of this Agreement will take precedence.

4. General Terms

4.1. **Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. 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:

- If a Force Majeure Event prevents services from occurring on-site, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
- 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.
- 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. Entire Agreement: This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in 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:

By: _____	_____	By: _____	_____
Contact	Date		Date
Title			
Customer			

CONTACT INFORMATION

Please provide the following information.

Who will be the contact person for the work?

Contact: _____
Title: _____
Phone: _____
Email: _____
Cell #: _____
Fax: _____

Who will receive and pay the invoices?

Contact: _____
Title: _____
Phone: _____
Email: _____
Fax: _____

Shipping Information (required for resource delivery)

Shipping Contact: _____
Shipping Address: _____
City, State, Zip: _____
Phone: _____
Delivery Date: _____
Delivery Times: _____

Choose one: ☐ Do you have a Delivery Dock?
☐ Do you have double doors (for pallet)?
☐ Do you require inside delivery?



Solution Tree

555 North Morton Street
Bloomington IN 47404
United States

Phone: 800-733-6786
Fax: 812-336-7790

www.SolutionTree.com

Quote

#QS119407

3/17/2023

Bill To

George Kelly Elementary
535 Mabel Josephine Dr
Tracy CA 95377
United States

Ship To

George Kelly Elementary
535 Mabel Josephine Dr
Tracy CA 95377
United States

TOTAL

\$4,900.00

Prices subject to change without notice.

PO #	Terms	Customer ID	Shipping Method
	Net 30	107925	Not Applicable
Item	Rate	Quantity	Extension
GPD100 Global PD for Teams - Building License	\$4,900.00	1	\$4,900.00

Invoice reflects US funds.

Methods to pay for your subscription:

1. Please send your purchase order to Orders@SolutionTree.com.
2. Email a purchase order to your Regional Representative or fax it to 812.336.7790.
3. Call your Regional Representative with your credit card information.

Upon receipt of payment, Solution Tree grants Customer a limited, non-exclusive, non-transferable license for users to access Global PD Teams via the website currently at <https://www.globalpd.com> for one year beginning on the date of the first Global PD Teams invoice. Solution Tree will invoice upon completion of Global PD Teams account setup. Customer will use Global PD Teams in compliance with the Terms of Use located at <http://globalpd.com/terms-of-use> (the "Terms of Use"), which Solution Tree reserves the right to revise from time to time.

Return Policy:

We are unable to accept returns or cancel previously placed orders for Online PD products.

Subtotal	Sales Tax Total	Shipping Cost	Total
\$4,900.00	\$0.00	\$0.00	\$4,900.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Education Services
DATE: April 26, 2023
SUBJECT: Approve Overnight Travel for the Kimball High School Dance Team and Coach to Attend the Varsity UDA Dance Camp at St. Mary's College Moraga, CA on July 23-July 26, 2023

BACKGROUND: The Kimball High School Dance Team Dancers have been invited to attend a Dance Team Camp at St. Mary's College on July 23-July 26, 2023. They will learn new techniques and routines as well as be able to compete in different camp competitions and bond as a team. The Dance Team, which consists of twenty-five students, is requesting to travel to St. Mary's College in Moraga, CA for the Varsity UDA Dance Camp. The Kimball High School Dance Team will stay at St. Mary's College under the direct supervision of the Head Coach, Monique Coatney, 2-4 district-approved parent volunteer chaperones, and the Varsity UDA Dance Camp Staff.

RATIONALE: The Kimball High School Dance Team Dancers have worked very hard over many years for the opportunity to attend camp. With the growing size and recognitions of the dance team, I believe attending dance camp would benefit the dancers physically, mentally, and their overall team bonding. It would also be a great opportunity to represent the city of Tracy at the camp where they can demonstrate their team dynamics and abilities. The Kimball High School dancers will have the opportunity to meet and interact with other dancers from across California. This meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Lodging and transportation costs will total approximately \$493 per dancer, coach, and chaperone. This cost will include camp fees, lodging, meals and coaches' fees. There will be no cost to the District for this event. The funding for this trip will be paid by funds raised by the students and parent donations.

RECOMMENDATION: Approve Overnight Travel for the Kimball High School Dance Team and Coach to Attend the Varsity UDA Dance Camp at St. Mary's College Moraga, CA on July 23-July 26, 2023.

Prepared by: Mr. William Maslyar, Kimball High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 25, 2023
SUBJECT: Approve Agreement for Contract Services Between FACES and Monte Vista Middle School for the 2023 – 2024 School Year

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

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

FUNDING: The cost of the program, \$277,200 will be paid from District Title I Carryover Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between FACES and Monte Vista Middle School for the 2023-2024 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide two full-time behavior specialists from August 7, 2023 through March 8, 2024.
These staff will push into classrooms for behavior services to students throughout the day, including lunches.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 277,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on March 8, 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, Barbara Silver , at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature	Title
<hr/>	
IRS Identification Number	
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Title	
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Address	
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Tracy Unified School District
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Date
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Account Number to be Charged
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Department/Site Approval
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Budget Approval
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Date Approved by the Board
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent for Educational Services
DATE: April 19, 2023
SUBJECT: **Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting, Associate for MiraVia, LLC to Provide Professional Development to Teacher-Leaders for the 2023-2024 School Year**

BACKGROUND: Tracy Unified has a long-standing history of providing on-going professional development throughout the school year for teacher-leaders. These teacher-leaders provide mentoring for TTIP and the Induction Program; others provide professional development on Early Release Mondays, Pre-Service Days, Buy-Back Days, and their sites. As we continue to grow and improve our professional development offerings, we recognize the need to provide training for teacher-leaders who are responsible for planning and delivering this professional development. This training will build the skills of teacher-leaders in mentoring and/or developing professional learning communities that interact skillfully to clarify goals, solve problems, and make decisions that will positively impact student learning.

RATIONALE: Lisa Danielson with MiraVia LLC will provide Tracy Unified teacher-leaders who mentor with 6 days of “Mentoring Matters” training and teacher-leaders who lead professional development at the district or site level with 2 days of “Leading Groups” training for a total of 8 days of training over the 2023-2024 school year. The training will support teacher-leaders in building their skills for promoting adult learning and growth. Teacher leaders will leave the training with:

- Increased confidence and effectiveness in designing and managing teacher development
- Increased understanding of adult learners
- Skills for framing purposes, processes, and outcomes in any professional learning
- An expanded repertoire of interactive stances for working with groups and individuals
- A verbal and non-verbal toolkit for effective group leadership

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

FUNDING: The total cost for the Professional Development training and materials is not to exceed \$27,200 and will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting, Associate for MiraVia, LLC to Provide Professional Development to Teacher-Leaders for the 2023-2024 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Elizabeth (Lisa) Danielson, Danielson Educational Consulting, Associate for MiraVia, LLC., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Approve Agreement for Special Contract Services with Elizabeth (Lisa) Danielson, Danielson Educational Consulting, Associate for MiraVia, LLC to Provide Professional Development to Teacher-Leaders for the 2023-2024 School Year

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 () [] HOURS [X] DAYS, under the terms of this agreement at the following location PLC Department Training Room.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$3,400 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$27,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$27,200 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 13, 2023, and shall terminate on July 25, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Elizabeth Danielson Owner
Contractor Signature Title

230-90-7001
IRS Identification Number

Danielson Educational Consulting
Title

2964 Mt View Court
Address

Cameron Park, CA 95682

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Danielson Consulting

CONSULTING AGREEMENT

Elizabeth (Lisa) Danielson, Danielson Educational Consulting

THIS CONSULTING AGREEMENT is effective as of June 1, 2023 between Tracy Unified School District ("Client"), and Elizabeth (Lisa) Danielson, Danielson Educational Consulting, Associate for MiraVia, LLC.

1. Elizabeth Danielson agrees to provide Client the consulting and/or training services which are identified and specified on ATTACHMENT A, on the dates and at the location(s) likewise identified on ATTACHMENT A.
2. Client agrees to pay Elizabeth Danielson, within thirty (30) days of receipt of an invoice from Elizabeth Danielson, all fees as identified in ATTACHMENT B.
3. Client understands and acknowledges that Elizabeth Danielson is an independent contractor, (Federal ID # 230 90 7001) and shall be fully and solely responsible for the payment of all taxes, royalties, insurance, and other corporate obligations of Elizabeth Danielson.
4. Client agrees that it shall be solely responsible for ordering and paying for any training or other resource material(s) used by Client's employees in connection with Elizabeth Danielson's training and/or consulting services, and shall be fully responsible for providing Elizabeth Danielson, at no cost or expense to Elizabeth Danielson, a facility adequate to allow provision of the consulting/training services identified in ATTACHMENT A.
5. Client may cancel this Consulting Agreement without penalty at any time on or prior to sixty (60) days before the date for Elizabeth Danielson's performance of services as identified on ATTACHMENT A. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but sooner than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to an amount of 50% of the contracted amount identified on ATTACHMENT B. Should Client cancel any of the dates for Elizabeth Danielson's performance as identified in ATTACHMENT A on or less than sixty (60) days prior to the date of scheduled performance by Elizabeth Danielson, but less than 15 days, Client shall be required to remit to Elizabeth Danielson, payment equal to the full amount of the contracted amount identified on ATTACHMENT B.
6. Payment for services will be invoiced within 10 business days of service. Payment is expected 30 days from receipt of invoice. Payments after 30 days shall accrue interest penalties.
7. The parties acknowledge and agree that ATTACHMENT A and ATTACHMENT B are integral parts of this Consulting Agreement.

By:

Consultant: _____

Elizabeth Danielson

Date: _____

Client: _____

Date: _____

Danielson Consulting

Tracy Unified School District
Erin Quintana
Director of Professional Learning

ATTACHMENT A

TO CONSULTATIVE AGREEMENT DATED: July 1, 2023

Scope of services to be provided by Elizabeth Danielson to Tracy USD

Twenty days of Professional Development including planning and preparation

Workshop(s):

Mentoring Matters: A Practical Guide to Learning-Focused Relationships with Induction Mentors as outlined on Attachment B (6 Days)

Leading Groups: Effective Strategies for Building Professional Community as outlined on Attachment B (2 Days)

Consultant Responsibility:

1. Send Handout to be printed by the District 2 weeks in advance
2. Provide 2 days of professional learning and facilitation

Scope of responsibilities of Tracy USD

District Responsibility:

1. Purchase copies of Mentoring Matters and Leading Groups Bundle for each participant (www.miravia.com)
2. Provide a meeting space
3. Make copies of the Hand Out to support the learning
4. Provide pencil boxes, 3x5 index cards and markers for the room.

Facility Requirements:

1. Set up in a chevron style for seating
2. AV Access for presentation with internet accessibility
3. Two Bar Stools at the front of the room (if available)
4. 2 Chart Stands with Chart Paper

Danielson Consulting

ATTACHMENT B

** District will be responsible for providing required texts.

To order, visit <http://www.miravia.com/products/>

PROPOSAL / 2023-2024			
SEMINAR	CONTENT	DATES	FEE
Mentoring Matters – New Induction and Peer Coaches <u>MiraVia-Mentoring Matters</u> Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Establishing learning-focused relationships Continuum of Interaction Toolkit for inviting thinking Templates for learning-focused conversations 	4 Days July 17 – 20, 2023 Text:** Mentoring Matters 3 rd Edition	In-person* (\$3400/day) \$13,600
Mentoring Matters – Experienced Induction and Peer Coaches Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Refresh and enhance core mentoring skills Fluency navigating the Continuum of Interaction Data-driven conversations Calibration: Why and when Enhancing decision-making and problem solving skills 	2 Days July 24 & 25, 2023 Text:** Mentoring Matters 3 rd Edition	Virtual (\$3400/day) \$6,800
Leading Groups Days 1 & 2 <u>MiraVia-Leading Groups</u> Facilitation: Lisa Danielson	<ul style="list-style-type: none"> Refining the group leader's toolkit Facilitating productive cognitive conflict Increasing leader confidence with challenging topics and challenging groups Developing high performing groups 	July 13 & 14, 2023 Text:** Leading Groups workshop package	In-person - Lisa (\$3400/day) \$6,800
TOTAL FEE 2023-2024			\$27,200

Item Description	Total
2023-2024 Consultant Fees Danielson (payable to Elizabeth Danielson)	\$ 27,200



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: April 19, 2023
SUBJECT: Approve Agreement for Special Contract Services with Solution Tree to Provide all Teachers with Professional Development on Professional Learning Communities on Thursday, August 3, 2023 On Pre-Service Day

BACKGROUND: Over the past few years many TUSD school sites have attended Solution Tree conferences to support Professional Learning Communities (PLC). On various early release days teachers are given PLC time with their colleagues.

RATIONALE: Solution Tree offers PLC professional development for school districts. When a district functions as a PLC, educators within the organization embrace high levels of learning for all students. They work collaboratively for continuous improvement, using data to guide their efforts. The educators within a PLC know that their work is an ongoing process involving collective inquiry and action research to achieve better results for the students they serve. Three consultants will work in-person with all TUSD teachers during Pre-Service day regarding understanding the benefits of PLC and how to implement them at a school site, develop and maintain a healthy collaborative culture, and answer and utilize the four critical questions every PLC must address. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost of training by Solution Tree for the 2023-2024 school year will not exceed \$20,100. This training cost will be paid by Title II funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Solution Tree to Provide all Teachers with Professional Development on Professional Learning Communities on Thursday, August 3, 2023 On Pre-Service Day.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Solution Tree, Inc. _____, hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Approve Agreement for Special Contract Services
with Solution Tree to Provide All Teachers with Professional Development on Professional Learning Communities on
Thursday, August 3rd, 2023 On Pre-Service Day

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 () [] HOURS [x] DAYS, under the terms of this agreement at the following location Kimball High School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$20,100 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$20,100. 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 \$20,100 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [x] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 3rd, 2023, and shall terminate on August 3rd, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

DocuSigned by:

Alb Cummins

Sr. Director of Professional Development

Contractor Signature

Title

Tracy Unified School District

35-2026417

IRS Identification Number

Date

Solution Tree

Title

Account Number to be Charged

555 N Morton St Bloomington, IN 47404

Department/Site Approval

Address

Budget Approval

Date Approved by the Board



Solution Tree, Inc. Purchase Agreement

Effective April 25, 2023, Solution Tree, Inc. ("Solution Tree") located at 555 N. Morton St., Bloomington, IN 47404 and Tracy USD ("Customer") located at 1875 W. Lowell, 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
Onsite Professional Development	\$20,100.00
Total	\$20,100.00

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

Description	Payment	Expected Invoice Date
20% Deposit (non-refundable)	\$ 0.00	Waived
Onsite Professional Development	\$20,100.00	August 3, 2023

3. Onsite Professional Development

- 3.1. Description of Services:** Solution Tree agrees to provide a speaker, Charlie Coleman ("Associate"), David Jones ("Associate"), and Sarah Schuhl ("Associate"), to disseminate information for Customer on the topic of *PLC at Work*® on August 3, 2023.
- 3.2. Presentation Materials:** Customer will reproduce any handouts and other print materials related to the services and will notify the Associate directly of any deadlines for reproduction.
- 3.3. Venue and Audio/Visual Equipment:** Customer will provide a venue, audio/video equipment, and technical support for all sessions.

4. General Terms

- 4.1. Intellectual Property:** Customer acknowledges that Solution Tree or Associate owns the copyrights to all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement and that no materials will be developed specifically for Customer. Solution Tree will retain all copyrights owned prior to entering this Agreement, and Customer may not reproduce any materials not designated



reproducible without the express written permission of Solution Tree. All audio, video, and digital recording of the services by Customer is prohibited.

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

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


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

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

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



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

_____	_____
Tania Salinas	Date
Associate Superintendent of Business Services	
Tracy USD	
DocuSigned by: 	4/27/2023
_____	_____
Ali Cummins	Date
Sr. Director of Professional Development	
Solution Tree, Inc.	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 19, 2023
SUBJECT: Approve Agreement for Special Contract Services with Vista Higher Learning, Inc. for World Language Teachers

BACKGROUND: Vista Higher Learning instructional materials (IM) were adopted by the Board for World Language Teachers in the Spring of 2023. Vista Higher Learning has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in World Language.

RATIONALE: The introduction and implementation of new IM is needed to make the most effective use of district adopted materials. These trainings will take place on the district pre-service day and various early release Mondays after school. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is gratis.

RECOMMENDATION: Approve Agreement for Special Contract Services with Vista Higher Learning, Inc. for World Language Teachers.

Prepared by: Erin Quintana, Director of Professional Learning & Curriculum

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Vista Higher Learning, Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Approve Agreement for Special Contract Services with Vista Higher Learning, Inc. for World Language 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 3 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Freller School and PLC Training Room.

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

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

4. The terms of the agreement shall commence on August, 2023, and shall terminate on June, 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, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Arturo Castillón Digitally signed by Arturo Castillón 4/20/23
Date: 2023.04.20 14:11:09 -04'00'

Contractor Signature

Date

04-3225428

IRS Identification Number

VP of Sales & Marketing

Title

500 Boylston Street, Suite #620

Address

Boston, MA. 02116-3317

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: April 26, 2023
SUBJECT: Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program During the 2023-2024 School Year

BACKGROUND: Tracy Unified School District provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional intervention in the school setting is necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

RATIONALE: Social and emotional intervention is a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic attendance, or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with F.A.C.E.S. to provide targeted and intensive behavioral health intervention for the TUSD School Readiness Preschool Program using Title 1 funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals. The TUSD Agreement for Special Contract Services between the School Readiness Preschool Program and F.A.C.E.S. is attached here as a separate cover.

FUNDING: The total cost for contracting F.A.C.E.S. to provide Mental Health Services to the TUSD School Readiness Preschool Program will not exceed \$118,800.00. This funding will be paid with District Title 1 carryover funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program During the 2023-2024 School Year.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health Services for the School Readiness Preschool Program serving students located at North, South West Park, and Villalovoz Preschools during the 2023-2024 school year. One counselor to provide services at all three preschool locations at an hourly rate of \$110.00 per hour/\$660.00 per day (6 hours per day, 5 days a week) for a total of upto 180 days, not to exceed \$118,800.00 for the 2023-2024 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location North, SW Park, Villalovoz PreK.

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

- a. District shall pay \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 118,800.00. 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 [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on March 8, 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, Rocio Garcia, at (209) 830-3294 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
83-0818579	
IRS Identification Number	
Faith in Action Community Education Services	
Title	
401 E. Main Street	
Address	
Stockton, CA 95202	

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 17, 2023
SUBJECT: Approve Overnight Travel for Tracy High School Leadership Students and Advisors to Attend the CADA Leadership Summer Camp in Santa Barbara, CA on July 21 - July 25, 2023

BACKGROUND: The Tracy High Leadership, consisting of nine students and two advisors, will travel to UC Santa Barbara in Santa Barbara, CA. They will be traveling by District vans with district approved drivers and will be staying in Campus Housing to attend the CADA Summer Leadership Conference. Tracy High Leadership Students seek continued growth, collaboration, and training to bring ideas with inspiration back to their school and local communities.

RATIONALE: With the recent A-G adoption of the Leadership Course at Tracy High School. This training offers the opportunity for students and their advisors to continue their training and development to align with the CADA Leadership Standards. 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. As well as continuing professional development on the advisors' behalf. Additionally, the Tracy High School delegation that attends will be accepting the Student Government and Leadership program's most recent acknowledgement as an Outstanding Leadership Program by CADA, an honor only 5% of eligible schools in California received.

FUNDING: Conference registration, meals, lodging, and transportation costs will not exceed \$9,000.00 in total. The ASB site budget will cover transportation and other camp costs up to \$3,500.00 and students who choose to attend will cover the cost of registration with additional fundraising opportunities to decrease the cost of the trip for the group. Additional meals, prior to/after the duration of the camp will be an individual responsibility of each student and advisor. Scholarships are available for student(s) should cost may be a barrier.

RECOMMENDATION: Approve Overnight Travel for Tracy High School Leadership Students and Advisors to Attend the CADA Leadership Summer Camp in Santa Barbara, CA on July 21 - July 25, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent for Educational Services
DATE: April 24, 2023
SUBJECT: Approve Overnight Travel for the THS, WHS, and KHS to Disneyland in Anaheim, CA on May 12-13, 2023, for Grad Night Senior Celebration Event

BACKGROUND: Tracy, West and Kimball High School will be traveling to Disneyland in Anaheim on May 12th and 13th, 2023 for the Grad Night. This event is an optional senior activity for seniors to take part in the celebration of their accomplishments. Traveling by Charter buses. Each school site will be taking their own students, advisors, and administrators, that will be chaperoning this event.

RATIONALE: Self-registered high school students across KHS, THS, and WHS seek to celebrate their accomplishments at the Grad Night event in Disneyland with their peers. 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. Through this Senior Activity, students have the option to celebrate one another's accomplishments and foster relationships with their peers and chaperones.

FUNDING: Transportation and ticket cost vary between each site. The cost per student ranges between \$390 to \$479 per student, and scholarship/fundraising has been made available for any student(s) should cost may be a barrier.

RECOMMENDATION: Approve Overnight Travel for THS, WHS, and KHS to Disneyland in Anaheim, CA on May 12-13, 2023, for Grad Night Senior Celebration Event.

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: April 17, 2023
SUBJECT: Approve Agreement for Contract Services between Imagine Learning Inc., and K-8 Summer School Sites to include Central School and George Kelly School to Provide License(s) for Imagine Fluent Reader, Imagine Language Literacy, Imagine Math Facts and Imagine Math for the 2023 K-8 Summer School Program

BACKGROUND: K-8 Summer School has a large population of students who need continued intervention in reading and math. Imagine Learning Inc. is an excellent program that has been used to provide intervention and differentiated lesson plans for students while reinforcing and enriching student learning. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout summer school.

RATIONALE: Based on school wide assessment data to include Fastbridge and other district assessments we have invited students to attend K-8 summer school to provide various supports to help close the achievement gap for students attending summer school. The Imagine Fluent Reader, Imagine Language Literacy, Imagine Math Facts and Imagine Math will allow us to pre-assess students at the beginning of summer school, identify each student's needs, and then build intervention/enrichment systems for math and language arts for all students. In addition, we will be able to track students as they progress in the different interventions and use of the program.

FUNDING: The cost, not to exceed \$11,350.00 will be paid from Summer School Fund

RECOMMENDATION: Approve Agreement for Contract Services between Imagine Learning Inc., and K-8 Summer School Sites to include Central School and George Kelly School to Provide License(s) for Imagine Fluent Reader, Imagine Language Literacy, Imagine Math Facts and Imagine Math for the 2023 K-8 Summer School Program.

Prepared by: Susan Hawkins and Anne Marie Mason, Summer School Principals.



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

Price Quote

Date 3/11/2023
Quote No. 299519
Acct. No. 03:tr:CA:12214869
Total \$11,350.00
Pricing Expires 6/9/2023

Tracy Joint Unified School District
1875 West Lowell Ave.
Tracy CA 95376

Payment Schedule	Contract Start	Contract End
Net 30	6/1/2023	6/30/2023

Site	Description	Comment	End Date	Qty
1. Tracy Unified School District	Professional Development Foundational Webinar Package - Includes 4 webinar sessions.		06/30/2023	1

Site	Description	Comment	End Date	Qty
1. Central Elementary School				
2. George Kelly Elementary School				
	Imagine Fluent Reader+ Site License Add-on		06/30/2023	2
	Imagine Language & Literacy Site License		06/30/2023	2
	Imagine Math Facts Site License		06/30/2023	2
	Imagine Math Site License		06/30/2023	2

Subtotal \$11,350.00
Total \$11,350.00

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

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

Tracy Unified School District

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

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

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



**IMAGINE LEARNING LLC
TERMS AND CONDITIONS OF COMPANY SERVICES**

This "Agreement" (i.e., these Terms and Conditions and the Price Quote for Services into which these Terms and Conditions are incorporated) is made and entered into as of the date of last signature below ("Effective Date") between Imagine Learning LLC, its affiliates and subsidiaries ("Company") and Customer. In consideration of the mutual promises contained herein, the parties hereby agree to the following:

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

1.2 "Authorized User" means any third party who is authorized by Customer to access the Services pursuant to Customer's rights under this Agreement, including any instructors, administrators, other employees, contractors, students authorized by Customer, parents, family members, or other adults associated with a student or parents authorized by Customer.

1.3 "Confidential Information" means all non-public, proprietary or confidential information relating to a "Disclosing Party" that is disclosed or otherwise supplied in confidence to the "Receiving Party" under this Agreement. Company's Confidential Information includes (without limitation) the Services, its user interface design and layout, and pricing information. Confidential Information does not include any aggregated data or De-Identified Data covered by Section 9.4, or any other information that the Receiving Party can establish: (a) was known to the Receiving Party prior to receiving the same from the Disclosing Party, free of any restrictions; (b) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information; (c) is acquired by the Receiving Party from another source without restriction as to use or disclosure; or (d) is or becomes part of the public domain through no fault or action of the Receiving Party.

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

1.5 "Customer" means the school or district who is identified in the signature block below or the applicable Price Quote for Services.

1.6 "Customer Content" means any content and information submitted via or in connection with the Services by or on behalf of Customer, an Authorized User, or any other end user of the Services. Customer Content includes student information and records which remain the property of the Customer.

1.7 "De-Identified Data" means any data, including data derived from Confidential Information (and Confidential Student Information) that has had all direct and indirect personal identifiers removed. This includes the removal of any names, identification numbers, dates of birth, address, email address, and telephone number. De-Identified Data does not include any data that alone or in combination would reasonably allow a person or entity to identify a student with reasonable certainty.

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



Terms and Conditions of Company Services

1.9 **"Instructional Services"** means services provided by Company, including student access to teachers and coaches, the development and implementation of policies and procedures for purposes of improving student outcomes, and other services as stated in the applicable Price Quote for Services. Instructional Services are also subject to the additional terms contained in the attached Addendum.

1.10 **"Price Quote for Services"** means the order form signed by Customer which references these Terms and Conditions and details the services to be provided to the Customer under this Agreement.

1.11 **"Professional Development"** means all implementation planning, program design, administrative and instructional training, consulting and coaching for education professionals provided by Company as described in the applicable Price Quote for Services. Professional Development services are subject to the additional terms contained in the attached Addendum.

1.12 **"Services"** means the services ordered by Customer through the Price Quote for Services and includes the products and services which may include Company courseware, audio, video and other content curriculum, and/or Documentation and software including applets and animations. Services may include Professional Development and/or Instructional Services. Customers' access to any Professional Development or Instructional Services will expire at the end of the Term set forth in the applicable Quote or if the Service is terminated for any reason.

1.13 **"Supported Environment"** means the minimum hardware, software, and connectivity configuration specified from time to time by Company as required for use of the Services. The current requirements (if any) are described in the technical requirements which may be found on Company's website.

2. PROVISION OF SERVICES

2.1 **Access.** Subject to Customer's payment of the fees outlined in the Price Quote for Services and compliance with the terms of this Agreement, Company will provide Customer with access to the Services. Promptly following the Effective Date, Company shall provide to Customer the necessary security protocols and policies, network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Services in accordance with the Price Quote for Services (or this Agreement).

2.2 **Support Services.** Company will provide Customer with the support services described at <http://help.imaginelearning.com/hc/en-us>.

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

3. INTELLECTUAL PROPERTY

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-sublicensable, non-transferable license during the Term, solely for Customer's internal educational and training purposes and in accordance with this Agreement. This Agreement permits only Customer and Customer's Authorized Users to access and use the Services detailed on the Price Quote for Services in accordance with the Documentation. Licenses are available to access Services throughout the Term by Authorized Users not to exceed specific quantities stated on Price Quote for Services. License and Service types are listed below. Only those License and Service types listed on the Price Quote for Services are applicable to this Agreement.

- a) **Concurrent License** - provides access to Services throughout the Term by all Authorized Users based on the number of simultaneous licenses purchased. Total number of users accessing product simultaneously cannot exceed total quantity of licenses purchased.



Terms and Conditions of Company Services

- b) **Reusable License** - provides access to Services throughout the Term by all Authorized Users based on the number of semester course enrollments purchased. Once a course enrollment is disabled or completed, the enrollment license can be reused for that student or another student throughout the contract period.
- c) **Single User** - available to a single user identified by name and designated as the sole student user of the specific license throughout the Term. Licenses cannot be transferred to another user.
- d) **Site License** - provides access to Services throughout the Term by all Authorized Users located at the specific physical site identified on the Price Quote. Must be a traditional brick and mortar educational institution that provides educational services to students at a common physical location. Not available for virtual schools.
- e) **Virtual School** - Customer that is (a) a private school where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the internet with regular assistance or guidance from the teacher of record or (b) a private tutoring provider that makes available personal attention to each student enrolled in a program by faculty or tutoring provider and such services are the primary purpose of enrollment by students; or (c) a public program implemented by a school district where students do not regularly meet physically for learning but where there is a teacher of record available to students enrolled at the institution and much of the learning takes place over the Internet with regular assistance or guidance from the teacher of record; and (d) with respect to (a), (b), and (c), a Virtual School is not a school that sells licenses or access to educational software on a standalone basis or sells licenses or access to educational software to students not actively enrolled in and participating in learning services provided by the private school or tutoring provider.

3.2 Restrictions. Customer agrees that it will not, nor will Customer cause or permit any Authorized User or other party to: (a) allow any third party to access the Services or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Services or Documentation; (c) sublicense, lease, rent, sell, resell, loan, distribute, transfer or otherwise allow the use of the Services or Documentation for the benefit of any third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Services, except as permitted by law; (e) create derivative works based on the Services or Documentation; (f) use the Services to store or transmit infringing, unsolicited marketing emails, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (g) interfere with or disrupt the integrity or performance of the Services; or (g) access the Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes.

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

3.4 Open Source Software. Certain items of software used in the Services are subject to "open source" or "free software" licenses ("Open Source Software"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1, 3.2, or 10. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer's rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If and to the extent required by any license for particular Open Source Software, Company makes such Open Source Software and Company modifications to that Open Source Software, available by written request at the notice address specified on the Price Quote for Services.

4. FEES. Company shall invoice Customer for fees on the schedule set forth on the Price Quote for Services ("Fees") and the amounts set forth in such invoices shall be due from Customer net thirty (30)





days of receipt. Non-payment or late payment of undisputed fees is a material breach of this Agreement. Company may terminate the Agreement and/or terminate or suspend Customer's access to Services within ten (10) days after Customer receipt of a notice of non-payment of amounts owed under that Price Quote for Services. Company may change the amount of the Fees for any upcoming Renewal Term, provided that Company provides Customer with written notice of such change at least sixty (60) days prior to the first day of such Renewal Term. All taxes and other governmental charges (except for income taxes), if any, imposed on Customer payments hereunder shall be deemed to be in addition to the Fees charged, and borne solely by Customer except to the extent that Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. FUNDING-OUT CLAUSE. If Customer is a governmental entity receiving federal, state or local funds, Customer's payment obligation may be conditioned upon the availability of funds that are appropriated or allocated by the applicable government agency. If funds are not allocated, Customer may terminate this Agreement at the end of the period for which funds are available. Customer must notify Company in writing at least thirty (30) calendar days before termination. Upon termination, Company will be entitled to a pro-rata portion of the fees for Service performed up to the date of termination.

6. CUSTOMER CONTENT AND RESPONSIBILITIES

6.1 License; Ownership. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid and transferable license (a) to use the Customer Content as necessary solely for the purposes of providing the Services under this Agreement; and (b) to use Customer's trademarks, service marks, and logos as required to provide the Services (but not for use with an audience beyond that of Authorized Users). As between the parties, Customer owns all right, title and interest in the Customer Content.

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

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

6.4 Customer Responsibility for Access, Content and Security. Except to the extent expressly specified on the Price Quote for Services, Company is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer's sole cost and expense. Customer shall have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content. Customer must maintain the Supported Environment (if any) described in the Price Quote for Services.



7. WARRANTIES AND DISCLAIMERS

7.1 Limited Warranty. Company warrants that it will make commercially reasonable efforts to maintain the online availability of the Services. CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY UNDER THIS WARRANTY WILL BE FOR COMPANY TO REPAIR THE NON-CONFORMING SERVICE, OR IF COMPANY CANNOT MAKE SUCH REPAIR WITHIN A REASONABLE PERIOD OF TIME, THEN COMPANY MAY TERMINATE ACCESS TO THE SERVICES AND REFUND A PORTION OF THE FEE.

7.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, THE DOCUMENTATION, AND SERVICES ARE PROVIDED "AS IS," AND COMPANY MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CUSTOMER.

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

9. CONFIDENTIALITY; PRIVACY

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

9.2 Privacy. Company will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal and municipal laws and regulations ("Applicable Laws") applicable to its performance under this Agreement, including without limitation the Family Educational Rights and Privacy Act and the Children's Online Privacy Protection Act. Company's Privacy Policy (as may be updated by Company from time to time), which is incorporated by reference into these terms and conditions, contains



Terms and Conditions of Company Services

additional terms regarding Company's use of Confidential Student Information. Customers and Authorized Users may view Company's privacy policy at <https://www.imaginelearning.com/privacy> ("Privacy Policy"). Customer is responsible for providing notice of its own privacy policy to parents of its students and is solely responsible for obtaining any necessary parental consents for students to use the Services.

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

9.4 Aggregated and De-Identified Data. Company may use aggregated data and De-Identified Data for product development, research, marketing, and other purposes as set forth in the Company's Privacy Policy.

9.5 Confidential Student Information Return and Destruction. Upon termination or expiration of this Agreement or thereafter, at the Customer's written request, Company shall, in a reasonable period of time, return all Confidential Student Information to Customer or shall destroy such Confidential Student Information that Company knows it possesses to the extent that destruction is reasonably practicable. Company shall not be required to return or destroy aggregated data or De-Identified Data. Customer acknowledges that some data may remain in archive or other files following Company's commercially reasonable attempt to return or destroy Confidential Student Information. Company may transfer Confidential Student Information and De-Identified Data or aggregated data to its successor pursuant to a merger, consolidation or sale of substantially all of its assets pursuant to Section 13 of this Agreement.

10. INDEMNIFICATION

10.1 By COMPANY. Company shall indemnify, defend and hold harmless Customer against any third-party claims that the use of the Services as permitted hereunder infringes any copyright, US patent or other intellectual property right of a third party, and Company shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Company. If any portion of the Services becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option, and as Customer's sole and exclusive remedy therefor: (a) procure for Customer the right to continue using the Services; (b) replace the Services with non-infringing software or services which do not materially impair the functionality of the Services; (c) modify the Services so that the Services become non-infringing; or (d) terminate this Agreement and refund any fees paid by Customer to Company for the remainder of the term then in effect, and upon such termination, Customer will immediately cease all use of the Documentation and Services. Notwithstanding the foregoing, Company shall have no obligation under this Section 10.1 or otherwise with respect to any third-party claim based upon (i) any use of the Services not in accordance with this Agreement or as specified in the Documentation; (ii) any use of the Services in combination with other products, equipment, software or data not supplied by Company; or (iii) any modification of the Services by any person other than Company or its authorized agents. This Section 10.1 states the sole and exclusive remedy of Customer and the entire liability of Company, and any of the officers, directors, employees, shareholders, contractors or representatives of Company, for claims and actions described in this Section 10.1.

10.2 By Customer. To the maximum extent allowed by applicable law, Customer shall indemnify defend and hold harmless Company against any third-party claims arising out of (a) any failure by Customer or any Authorized User to comply with applicable laws, rules and regulations (including those promulgated by U.S. federal or state regulatory authorities) in connection with its activities hereunder, including without limitation



its provision and Company's authorized use of Customer Content (possibly including student information) hereunder or failure to obtain required consent from any Authorized User or other end users, (b) Customer's unauthorized use of Services hereunder and/or (c) Customer's breach or alleged breach of any of its covenants, representations or warranties hereunder, and Customer shall pay any losses, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) finally awarded by a court to such third party or otherwise agreed to in settlement of such claim by Customer. This Section 10.2 states the sole and exclusive remedy of Company and the entire liability of Customer, and any of the officers, directors, employees, shareholders, contractors or representatives of Customer, for the claims and actions described in this Section 10.2.

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

11. TERM AND TERMINATION

11.1 Term. This Agreement shall be for the term (the "Initial Term") of any Services purchased pursuant to a Price Quote for Services and shall thereafter renew for one (1) year terms (each a "Renewal Term") upon the mutual written consent of the parties prior to the expiration of the then-current term. The Initial Term and the Renewal Terms (if any) are, collectively, the "Term." Customer only has the right to use the Services during the Term.

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

11.3 Effect of Termination. Immediately upon termination of this Agreement, (a) the licenses granted to either party shall immediately terminate; and (b) Company shall cease to make available and Customer shall cease to use the Services. Termination shall not relieve Customer's obligation to pay all charges accrued through the effective date of termination. Sections 3.3, 6.4, 7, 8, 9, 10, 11.3, 12 and 13 will survive the expiration or termination of this Agreement.

12. GOVERNING LAW AND VENUE If Customer is a public school or district or other state or municipal governmental agency (a "Public School"), this Agreement and any action related thereto will be governed and interpreted by and under the laws of the state where the Customer resides, excluding any conflict of law principles. Otherwise, this Agreement will be governed by the laws of the state of Arizona. Each party expressly waives any objection that it may have based on improper venue or forum non-conveniens to the conduct of any such suit or action in any state or federal court located in the state where the Customer resides, if Customer is a Public School. If Customer is not a Public School, such venue shall be state or federal court located in Phoenix, Arizona. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Customer shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the Services hereunder.

13. MISCELLANEOUS.

13.1 Press Releases. If requested by Company, Customer agrees to cooperate in good faith with Company on a press release following execution of this Agreement and agrees to allow Company to list (using Customer's name and/or Customer's logo, as determined by Company) Customer as a customer on Company's website or in documentation to be shared electronically or in print.



Terms and Conditions of Company Services

13.2 Independent Contractors. The parties are independent contractors and nothing in this Agreement shall be deemed to create the relationship of partners, joint venturers, employer-employee, master-servant, or franchisor-franchisee between the parties. Neither party is, or will hold itself out to be, an agent of the other party. Neither party is authorized to enter into any contractual commitment on behalf of the other party.

13.3 No Additional Terms and Order of Precedence. These Terms and Conditions, together with the attached Price Quote for Services(s), contain the entire agreement of the parties and supersedes any prior or present understanding or communications regarding its subject matter, and may only be amended in a writing signed by both parties. In the event of a conflict between the terms in the Price Quote for Services and the Agreement, the terms contained in this Agreement shall control unless otherwise expressly stated in the Price Quote for Services.

13.4 Severability. In the event any provision of this Agreement is held by a court of law or other governmental agency to be void or unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions shall remain in full force and effect.

13.5 Assignment. Neither party shall assign this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to its successor pursuant to a merger, consolidation or sale of substantially all of its business or assets related to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

13.6 Force Majeure. Neither party shall be deemed to be in breach of this Agreement for any failure or delay in performance (other than payment of Fees due hereunder) caused by reasons beyond its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, war, terrorism, strikes, failure of suppliers, fires, floods or earthquakes.

13.7 Export. The use of the Services is subject to U.S. export control laws and may be subject to similar regulations in other countries. Customer agrees to comply with all such laws.

13.8 Notice. Any notice given under this Agreement shall be in writing and shall be sent via priority mail by a nationally recognized express delivery service addressed to the address and the signatory set forth in the Price Quote for Services set forth above. Such notice shall also be sent via email to the email address set forth in the Price Quote for Services set forth above.

13.9 No Third Party Beneficiary. There are no third-party beneficiaries to this Agreement.

13.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which shall be taken together and deemed one instrument.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the Effective Date.

CUSTOMER:	IMAGINE LEARNING LLC
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Address:	Address: 8860 East Chaparral Road, Suite 100 Scottsdale, AZ 85250



Addendum for Instructional Services and Professional Development

1. **APPLICABILITY.** These additional terms and conditions apply if the Quote includes the purchase of Instructional Services or Professional Development Services from Imagine Learning LLC and its affiliates and subsidiaries ("Company"). In the event of a conflict between these additional terms and the Company's Terms and Conditions of Company Services, these additional terms shall control, but solely with respect to the provision of Instructional and/or Professional Development Services. Capitalized terms used, but not defined, in this addendum have the meanings set forth in the Term and Conditions of Company Services.
2. **CUSTOMER LIAISON.** Customer will designate an individual to serve as its primary liaison to Company for all communications related to the provision of Instructional and Professional Development Services, setting up access for End Users, and use of the Services.
3. **HOURS OF AVAILABILITY.** Company Instructional and Professional Development Services will be available during the business hours specified by Company, or if Customer requires Instructional Services for certain times or additional hours, such requirements must be specified in the Quote prior to the beginning of the term of Customer's purchase of Services. Requests for access to Instructional or Professional Development Services not already provided for in the Quote must be made or approved by the Customer Liaison, and may result in additional charges.
4. **NO GUARANTY OF OUTCOMES.** Company cannot make any guarantees, representations or warranties as to any student, teacher, or other End User outcomes or results from the Instructional or Professional Development Services.
5. **INSTRUCTIONAL SERVICES.** If specified in the Quote, Company will provide virtual access to teachers or coaches (or both) ("Company Instructors") who are hired, trained, supervised, and paid by Company, and who will assist in the virtual delivery of the Licensed Material to students and their use of the Services (the "Virtual Programs"). Customer is responsible for (a) providing secure internet access for End Users to use the Virtual Programs; (b) all day-to-day management of the Virtual Programs, subject in all cases to compliance with Applicable Law and Customer policies; (c) obtaining all necessary consents for the provision of Instructional Services where they will involve direct contact between Company Instructors and students and parents; (d) determining appropriate student courses and verifying student schedules; (e) monitoring student attendance and ensuring compliance with applicable state requirements; and (f) assisting students not making adequate progress.
 - a. **Instructor Requirements.** Customer shall be responsible for advising Company of any special certification, training, background checks, insurance, fingerprinting or similar requirements for the Company Instructors as may be imposed by Applicable Law ("Instructor Requirements"). Company shall be solely responsible for all decisions regarding hiring, supervision, discipline, and dismissal of Company Instructors, and for ensuring that all Company Instructors meet and comply with Instructor Requirements.
 - b. **Exceptional Student Services.** If Customer is a public entity receiving federal funds, Customer is considered the "Local Educational Agency," or LEA, as that term is defined by Applicable Law, and Customer is solely responsible for the provision of any special education services. Company's services do not include (i) providing special education services; (ii) creating, implementing or providing Individualized Education Programs ("IEP"); (iii) providing reasonable accommodations or any services to insure compliance with the Individuals with Disabilities Education Act (IDEA), the Americans with Disabilities Act (ADA), section 504 of the Rehabilitation Act, or any other Applicable Law. Notwithstanding the foregoing, Company will discuss, formulate and make reasonable adjustments and accommodations in furtherance of student IEPs or reasonable accommodations established by Customer, provided that Customer provides necessary IEPs and section 504 documentation to Company. Customer shall be solely responsible for the costs of any required adjustments or accommodations.



Terms and Conditions of Company Services

- c. **State Testing.** Customer is responsible for providing appropriate accommodations for the administration of any state-mandated standardized testing by End Users. Customer is also responsible for receiving, distributing, administering, proctoring and returning all state mandated standardized tests under applicable state law, policies and procedures.
 - d. **Reporting and Withdrawal of Students/End Users.** Where reporting of student results is required by Applicable Law, Customer shall be responsible for ensuring the accuracy and completeness of student information used, relied upon, or reported by Company in providing the Instructional Services, and shall promptly notify Company if any student information needs to be corrected or updated. Upon notice to Customer, Company reserves the right to withdraw End User access for students who fail to take required tests or maintain adequate progress.
- 6. **PROFESSIONAL DEVELOPMENT SERVICES.** If included in the Quote, Company may also provide Professional Development Services, ("PD Services") which may include training and instruction to Customer's instructors and administrators on the implementation and use of the Services, curriculum workshops, use of student information to monitor progress, and other related topics as may be specified in the Quote. Customer shall be solely responsible for providing necessary equipment and secure internet access to facilitate the PD Services, and for scheduling the PD Services at least two (2) weeks in advance.
 - a. **Charges for PD Services.** Before delivering Professional Development Services, Company must receive a signed Quote specifying the number of hours included and the cost of the services provided, and all necessary setup and implementation services required to demonstrate and use the Services must be completed. Professional Development Services will be available for use by Customer only during the Term of the Subscription.
 - b. **Use of Customer's Facilities.** If Company will be providing any PD Services at Customer's premises, Customer shall advise Company in advance of any Instructor Requirements for Company personnel, and Company will be responsible for insuring that all Professional Development personnel meet and comply with all such requirements.
 - c. **Forfeiture & Cancellation of PD Services.** Professional Development services purchased but not scheduled and delivered within the first year of the Term may be forfeited without notice. Customer agrees to reimburse Company for travel and other out-of-pocket expenses incurred if Professional Development services are changed or cancelled less than 48 hours prior to the scheduled delivery date. Company reserves time exclusively for the Customer once Professional Development services have been scheduled. If Customer is a no-show or cancels scheduled Professional Development services in less than 48 hours before the scheduled delivery date, Customer may be charged for the scheduled services. The Parties must document in writing and sign any and all grace periods or extension of time for delivery of Professional Development Services.
- 7. **NO UNAUTHORIZED RECORDING OR REPRODUCTION.** All content delivered by Company as part of Instructional or PD Services are the property of Company, and customer may not record, reproduce or copy such content without Company's express written authorization.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 28, 2023
SUBJECT: **Approve Addendum to Agreement for Special Contract Services with UC Davis History/Social Studies Project to Provide Ethnic Studies Training for Teachers During the 2022-2023 Academic Year**

BACKGROUND: In 2021, California became the first state to make Ethnic Studies a graduation requirement (Ed Code Section 51226.7). The graduating class of 2029-30 will be the first to be required to take this new, required course. Tracy Unified School District must develop this course to be implemented during or before the 2026-27 school year. Tracy USD began learning about ethnic studies in order to design the course and its placement in the high school course pathway in the 2022-23 school year, assisted by consultants from the California History/Social Studies Project housed at UC Davis.

One key deliverable was to create a course proposal to be submitted to TUSD in Fall, 2023. The Course Development Team needs four more days of work (May 30-June 2) with the UC Davis consultants to complete that deliverable.

RATIONALE: Research has shown that the study of ethnic studies in high school increases the achievement and the graduation and college-going rate of students, especially students of color. The UC Davis consultants have worked with other California districts to guide their local development of ethnic studies courses and are uniquely qualified to assist TUSD in this effort.

This agenda item meets Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focusing on maximizing students' academic, social, and emotional potential; and Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for the Ethnic Studies training is not to exceed 79,000 (\$51,000 in the original contract approved in May, 2022 and \$28,000 for the four extra days of course development work in May and June, 2023) and will be paid from funds received for the development of Ethnic Studies courses.

RECOMMENDATION: Approve Addendum to Agreement for Special Contract Services with UC Davis History/Social Studies Project to Provide Ethnic Studies Training for Teachers During the 2022-2023 Academic Year.

Prepared by: Debra Schneider, Ph.D., Director of Instructional Media Services and Curriculum.

AMENDMENT TO UNIVERSITY SERVICES AGREEMENT

THIS AMENDMENT (**Amendment**) is made to University of California, Davis campus Agreement #A69362 (**Agreement**) between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (**University**) on behalf of its UC Davis College of Letters and Science and its History Project (the **Facility**) and TRACY UNIFIED SCHOOL DISTRICT (**Sponsor**).

The above-referenced parties agree to amend the Agreement as follows:

1. Exhibit A. Exhibit A is hereby amended to remove services, add additional services and extend the agreement through June 2023 as more fully described in Exhibit A-1, which is incorporated herein and made a part hereof for the extended term hereunder.
2. Payment. The Agreement is hereby amended to add \$28,000.00 for the term hereunder which increases the not-to-exceed amount to \$79,000.00 as more fully described in Exhibit A-1.

Except as modified above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment on the dates set forth below.

TRACY UNIFIED SCHOOL DISTRICT

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: Tania Salinas
(authorized signature)

Print name: Tania Salinas

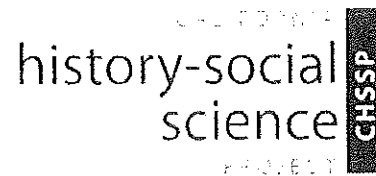
Date: 4/28/23

Steven
By: Kobayashi
Steven Kobayashi
Associate Director
Procurement & Contracting Services UC
Davis

Digitally signed by Steven
Kobayashi
Date: 2023.04.27 12:50:25
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Date: April 27, 2023

Ethnic Studies Professional Learning
Tracy Unified School District
2022–2023 Academic Year



Background: Tracy Unified School District (TUSD) seeks professional learning support for their high school history-social science teachers to deepen their understanding of Ethnic Studies epistemology, concepts, content, and pedagogy in order to design a new course and prepare to teach the course.

Services:

To meet the needs of TUSD, the California History-Social Science Project (CHSSP) proposes the following two programs:

1. *Developing Understanding to Design and Teach an Ethnic Studies Course for TUSD*

A. This series of professional learning to teach ethnic studies and develop the course will include the following elements:

- Reading and discussion of fundamental Ethnic Studies history, scholarship, and principles, from which to ground the course. For example:
- Review of TUSD student and community data to help customize the course to the needs of TUSD students and community.
- Facilitated collaboration to customize student outcomes for TUSD based on shared understanding of the Ethnic Studies discipline(s)
- Examination of the CA Ethnic Studies Model Curriculum as a resource for building the course.
- Active teaching model where we engage teachers as active learners in activities, most of which are appropriate to use in the classroom to teach the course's four key aspects:
 - **Identity:** Who Am I? What is the story of my family and community? How do the intersections of my identity compel me to make positive change and bring social justice to my community and the world?
 - **Content:** What is Ethnic Studies? What makes Ethnic Studies different from a traditional history course? From a social justice course? What are the key Ethnic Studies terms and theories?
 - **Community:** Local history through an ethnic studies lens; building relationships with the community; Community Cultural Wealth; framework for understanding schooling; developing civic action/praxis where students and teachers identify and work to implement solutions to improve their community.
 - **Pedagogy:** Student-centered pedagogy that is interactive, inquiry-based, cross-disciplinary, humanizing, and supporting students' civic engagement.
- Facilitation of participant reflection and discussion as they explore ethnic studies and their own positionality.
- Identify and define Key Concepts for the course
- Work with teachers and the district to determine if the course would last one semester or two.
- Review and identify key community partnerships and resources to support the course
- Facilitated collaboration time to develop course outline and questions, unit structure and questions, and required lesson examples to meet the requirements to submit the course for UC Course approval.
- Presentations by additional teacher leaders, scholars, community experts as needed.
- Community-building activities to assist teachers in supporting each other, which can also be implemented in the classroom.

B. Details/Schedule/Hours

- Five afternoon sessions (Early Release Wednesday)-12 hours
- Five, 6.5-hour release-day sessions from 8:30am to 3:00pm (with an hour for lunch) for 30 hours
 - Total Hours – 51 hours

C. Cost

\$51,000 (51 hours @ \$1000/hour Professional Development Rate)

2. Summer Intensive Ethnic Studies Professional Learning

- A. This program will be an extension of the above outlined programing and also include:
- identifying and determining themes for Tracy USD's Ethnic Studies courses
 - identifying appropriate course material
 - initial outlining of the Ethnic Studies course
- B. Details/ Schedule/ Hours
- May 30-June 2, 2023
 - Not to exceed 28 hours of meeting time
- C. Cost
- Not to exceed \$28,000

Project Period:

- August 2022 through June 2023

Academic Year 2022-2023 Full Cost

- \$79,000 (79 hours @ \$1,000/hour)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 28, 2023
SUBJECT: Approve Professional Learning Communities at Work Conference for Nine Teachers and One Administrator from Art Freiler School

BACKGROUND: Solution Tree is an organization dedicated to transforming education by empowering educators to raise student achievement. Their research based professional development is designed to support building Professional Learning Communities, implementation of quality instructional practices that meet the needs of all students and strengthen assessment and intervention practices. The Professional Learning Communities at Work Conference empowers educators to work collaboratively in recurring cycles of collective inquiry and action research to achieve better results for the students they serve.

RATIONALE: Nine teachers and one administrator will attend this 3-day workshop in Pasadena, CA from September 26-28, 2023. Our site is focused on reviewing the PLC process for new staff and returning staff members to continue our work in building common formative assessments, collecting data, analyzing it and applying the data to inform instruction in all core content areas. Attendees will return to our school and share their learning through Early Release Monday activities. 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: The cost, not to exceed \$33,000, will be paid from Title 1 carryover dollars. There will be no ongoing costs following the Solution Tree Professional Development workshops.

RECOMMENDATION: Approve Professional Learning Communities at Work Conference for 9 Teachers and 1 Administrator from Art Freiler School.

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: April 25, 2023
SUBJECT: Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the 2023-2024 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide tutoring, extensive social emotional counseling, and behavior services. TUSD schools and F.A.C.E.S. began a partnership in providing behavior technicians to meet the increased social emotional needs of students. F.A.C.E.S. offers campus support through tutoring and mentorship for all students on campus.

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily at Art Freiler School for the 2023-24 school year. They will provide tutoring, mentorship, and behavior support to assist success while overcoming academic challenges. This aligns with Strategic Goals #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 #2 - to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$138,600.00, will be paid from Title 1 Carry Over Funds.

RECOMMENDATION: Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Art Freiler School for the 2023-2024 School Year.

Prepared by: Mr. Stephen Theall, Principal, Art Freiler 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 Faith in Action Community Education (FACES), 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 tutoring, extensive social emotional counseling, and behavior services at Art Freiler School for the 2023-2024 school year. The academic tutor will provide tutoring 7 hours per day/35 hours per week.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Art Freiler School.

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

- a. District shall pay \$ 600.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$ 138,600. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on March 8, 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, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____
Faith in Action Community Education (FACES)

Title _____
401 E. Main Street

Address _____
Stockton, CA 95202

Tracy Unified School District

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 09, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Mendez, Lexie Speech Language Pathologist	Kelly	06/30/2023	Personal
Nelson, Brianna Speech Language Pathologist	North	06/30/2023	Personal
Odom, Michelle School Psychologist	District	06/03/2023	Personal

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Kimball, Eric Counselor	Adult School	06/30/2023	Retirement
Link, Nancy Principal	Central School	06/30/2023	Retirement

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Duff, Anne Teacher	West High	06/30/2023	Personal
Hashimoto, Stuart Teacher	West High	06/30/2023	Personal
Mehlhaff, Miranda Teacher	Bohn Elementary	05/27/2023	Personal
Vega, Sandra Teacher	West High	06/30/2023	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Goodman Holloway, Sheila Teacher	JES	05/30/23	Retirement
Hoerth, Sheri Teacher	Central School	04/18/2023	Retirement
Tillman, Pamela Teacher	TISCS	5/27/23	Retirement

BACKGROUND:**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Carrillo, Roberto Utility II	WHS	8/1/2023	Personal
Zimmermann, Merry High School Secretary	THS	10/14/2023	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Acala, Emmanuel Utility II	DEC	04/12/2023	Personal
Alexander, Kyle Maintenance Mechanic	DEC	4/21/2023	Accepted Position

Coty, Travis Utility III	MOT	4/13/2023	Personal
Cumplido, Zarai Payroll Technician	DEC/Finance	5/9/2023	Personal
Flores, Jennifer Elem. School Secretary	JES	4/30/2023	Accepted Position
Kaur, Amandeep Special Education Para Educator I	MES	5/3/2023	Personal
Larios, Gissel School Supervision Assistant	CES	3/4/2023	Personal
Maya Herrera, Bethzeida School Supervision Assistant	SWP	4/6/2023	Personal
McClelland, Melissa Para Educator I	Tracy Charter	4/25/2023	Personal
Murphy, Caroline Para Educator I	GKES	5/26/2023	Personal
Thandi, Haramrit Para Educator I	Adult School	5/19/2023	Personal

BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Aptaker, Lee Girls' Varsity Basketball	WHS	5/26/23	Personal
Eaton, Derek Girls' Varsity Basketball	THS	4/17/23	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 09, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Flores, Jennifer

White, Cynthia

BACKGROUND:

Aurandt, Carren

Bui, Jimmy

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Elementary School Secretary (Replacement)
McKinley Elementary
8 hours per day
Range 8 LMH, Step B - \$29.40 per hour
Fund: General

Special Education Department
Program Specialist (New)
LME-47, Step E - \$10,215.00
Fund: ELOG

CERTIFICATED

Stein Continuation School
Physical Science (Replacement)
"A", Class I, Step 1 - \$60,799.00
Fund: LCFF

Tracy Adult School
ESL – Full Time (New)
"B", Class IV, Step 2 - \$66,744.00
Fund: CAEP

Cage, Katie
South/West Park Elementary School
5th Grade (Replacement)
"B", Class IV, Step 1 - \$65,675.00
Fund: General

Gill, Jaspreet
Bohn Elementary School
2nd Grade (Replacement)
"B", Class II, Step 1 - \$58,538.00
Fund: General

McCallum, Jordan
Williams Middle School
6th Grade (Replacement)
"B" Class IV, Step 1 - \$65,675.00
Fund: General

Ochoa, Vivian
West High School
RSP 9-12 MM (Replacement)
"B" Class IV, Step 1 - \$68,719.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Alexander, Kyle
HS Custodial Supervisor/Maintenance Mechanic
(Replacement)
West High School
8 hours per day
Range 50, Step C - \$35.18 per hour
Fund: General

Bonfil Hernandez, Marissa
Bus Driver (Replacement)
Transportation
8 hours per day
Range 38, Step B - \$25.29 per hour
Fund: Home to School Transportation 50%, Special
Ed Transportation 50%

Chamarthy, Sowmya
Para Educator I (New)
Bohn Elementary
6 hours per day
Range 24, Step B - \$18.25 per hour
Fund: General

Ciccolo, Danielle
Food Service Worker (New)
Poet Christian Elementary
4.25 hours per day
Range 25, Step C - \$19.55 per hour
Fund: Child Nutrition School Program

Dildar, Asma
Special Education Para Educator (Replacement)
Villalovoz Elementary
6 hours per day
Range 27, Step B - \$19.55 per hour
Fund: Special Education Idea Grant

Fernandez, Hector	Utility Person III (Replacement) Southwest Park Elementary 8 hours per day Range 38, Step C - \$26.53 per hour + ND Fund: Home to School Transportation
Heiling, Katherine	IEP Para Educator (New) West High School 7 hours per day Range 24, Step A - \$17.44 per hour Fund: Special Education
Gomez, Regina	Clerk Typist I (Replacement) Bohn Elementary 8 hours per day Range 23, Step E - \$20.53 per hour Fund: ELO Grant
Lopez, Eddy	Utility Person III (Replacement) DEC Grounds Team 2 8 hours per day Range 38, Step C - \$26.53 per hour Fund: Home to School Transportation 50%, General 25%, On-Going and Major Maint 25%
Maya Herrera, Bethzeida	School Supervision Assistant (New) Southwest Park/Stein 2 hours per day Range 21, Step B - \$17.06 per hour Fund: General
Menasco, Andrea	Translator Clerk Typist (Replacement) District Office 8 hours per day Range 28, Step C - \$20.99 per hour Fund: General
Nair, Maya	Para Educator I (New) Poet Christian Elementary 6 hours per day Range 24, Step B - \$18.25 per hour Fund: General
Rivas, Monica	Utility II (New) Tracy High School 8 hours per day Range 35, Step B - \$23.60 per hour Fund: 75% General; 25% Child Nutrition School Program

Robles Soltero, Teresa	Utility Person II (New) Villalovoz Elementary 8 hours per day Range 35, Step E - \$27.13 per hour + ND Fund: General
Roy Choudhury, Debashree	Special Education Para Educator (New) Kimball High School 6.5 hours per day Range 27, Step B - \$19.55 per hour Fund: Special Education
Tovar, Dulce	Bilingual Para Educator I (Replacement) Southwest Park Elementary 3.5 hours per day Range 24, Step A - \$17.44 per hour Fund: Childcare and Development
Vargas, Yuliana	Food Service Worker (New) Southwest Park Elementary 3 hours per day Range 25, Step C - \$19.55 per hour Fund: Child Nutrition School Program
Williams, Marie	School Supervision Assistant (Replacement) Jacobson Elementary 2 hours per day Range 21, Step A - \$16.29 per hour Fund: General Unrestricted

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 1, 2023
SUBJECT: Approve Agreement for Special Contract Services with John Ford and Associates

BACKGROUND: John Ford and Associates has provided training to thousands of employees in the workplace, at all levels, across a wide range of industries. He is the current trainer of the two-day Mastering Workplace Mediation seminar to members of the Northern California Human Resources Management Association. He has taught Emotional Intelligence, Negotiation, Conflict Resolution and Mediation to graduate students at JFK University, Golden Gate University, UC Berkeley and online with Creighton University.

RATIONALE: Staff training and team development is one of the most effective means to improve the functioning of a department as they meet the daily challenges in the workplace. John Ford supports organizational harmony through a focus on communication, team building and conflict management. To accomplish this, he mediates, speaks, trains, coaches and consults. Tracy Unified School District is committed in the efforts toward assisting their staff in addressing concerns and improving functionality. The facilitation and team development will include a joint meeting, interviews, group facilitation and follow-up.

FUNDING: Human Resources.

RECOMMENDATION: Approve Agreement for Special Contract Services with John Ford and Associates.

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

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 John Ford & Associates, 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: Conduct mediation sessions with TUSD employees to include 1:1 meetings for orientation and interview purposes, facilitated problem solving sessions, follow up, as well as administrative support for the mediation process.

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 26 in person hours plus time for travel () [xx] HOURS [] DAYS, under the terms of this agreement at the following location Tracy Unified.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$300 per [xx] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$12,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [xx] 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 [xx] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 1, 2023, and shall terminate on June 30, 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, Tammy Jalique, at (209) 830-3260 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 [xx] 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 _____



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: April 26, 2023
SUBJECT: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)

BACKGROUND: Some of the Tracy Unified School District board bylaws have not been updated for several years. In that time, compliance and other requirements have changed and are not reflected in the current bylaws.

RATIONALE: The attached board bylaws required minor changes to match CSBA guidelines or are new and we are adopting them as part of our bylaws.

BB 9000	ROLE OF THE BOARD
BB 9005	GOVERNANCE STANDARDS
BB 9010	PUBLIC STATEMENTS
BB 9011	DISCLOSURE OF CONFIDENTIAL PRIVILEGED INFORMATION
BB 9012	BOARD MEMBER ELECTRONIC COMMUNICATIONS
BB 9100	ORGANIZATION
BB 9121	PRESIDENT
BB 9123	CLERK
BB 9222	RESIGNATION
BB 9250	REMUNERATION, REIMBURSEMENT AND OTHER BENEFITS
BB 9320	MEETINGS AND NOTICES
BB 9321	CLOSED SESSION
BB 9322	AGENDA/MEETING MATERIALS
BB 9323	MEETING CONDUCT

FUNDING: Not Applicable.

RECOMMENDATION: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business
DATE: April 24, 2023
SUBJECT: **Adopt Resolution No. 22-21 Authorizing Temporary Loans between Funds for the 2023/24 School Year**

BACKGROUND: The potential for cash flow deficiencies may create the need for a fund to temporarily borrow cash from other funds. Education Code Section 42603 authorizes such a loan. This Code Section reads:

The governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations. The transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account. Amounts transferred shall be repaid either in the same fiscal year or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year. Borrowing shall occur only when the fund or account receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred. No more than 75 percent of the maximum of moneys held in any fund or account during a current fiscal year may be transferred.

RATIONALE: It may be necessary from time to time to temporarily borrow moneys from other funds in order to satisfy current operating expenditures. Adoption of this resolution will provide administration with the authorization necessary to initiate a temporary loan between funds when necessary, thereby allowing administration to manage the district's cash in a fiscally prudent and responsible manner.

FUNDING: Funding requirements will vary with the amount borrowed and the prevailing interest rate.

RECOMMENDATION: Adopt Resolution No. 22-21 Authorizing Temporary Loans between Funds for the 2023/24 School Year.

Prepared by: Reed Call, Director, Financial Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 22-21**

**AUTHORIZING THE DISTRICT TO TEMPORARILY TRANSFER MONEYS
BETWEEN FUNDS AND ACCOUNTS AS ALLOWED UNDER EDUCATION
CODE SECTION 42603**

WHEREAS, Education code section 42603 authorizes the governing board of any school district to direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations; and

WHEREAS, any transfer shall be accounted for as a temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year; and

WHEREAS, borrowing shall occur only when the fund receiving the money will earn sufficient income, during the current fiscal year, to repay the amount transferred; and

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Tracy Unified School District, in accordance with the provisions of Education Code section 42603 adopts the following authorization for the fiscal year 2023/24 to temporarily transfer funds between any and all funds provided that all transfers are approved by the Superintendent or his designee:

PASSED AND ADOPTED this 9th day of May 2023, by the Board of Trustees of the Tracy Unified School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

President
Board of Trustees
Tracy Unified School District

Clerk
Board of Trustees
Tracy Unified School District



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: April 26, 2023
SUBJECT: Approve “The Geri Neylan Performing Arts Theater” as the Name for the Kimball High School Theater

BACKGROUND: During the February 15, 2023, School Board meeting, the Board directed the Superintendent to form a committee to recommend names for the Kimball High School theater. Pursuant to Board Policy and Administrative Regulation 7310, a public notice was generated, submissions were sought, and a screening committee was formed which consisted of:

1. Tania Salinas as the Superintendent’s representative, chairperson of the committee, and a non-voting member.
2. Traci Mitchell, Principal of Tracy Unified Alternative Education campus.
3. Dr. Casey Goodall, citizen of Tracy and former Administrator for TUSD.
4. Laura Nunes, citizen of Tracy, parent, and Teacher.
5. Audrey Harrison, citizen of Tracy and school Secretary.
6. Zachary Hoffert, TUSD Board Trustee.
7. Emma Sawin, TUSD student.
8. Wayne Schneider, community member

The committee was asked to consider proposed names, make recommendations, and to consider changes to the policy governing naming buildings on school sites.

Members of the public submitted three names:

1. Geri Neylan
2. Donald Bisbee
3. Dean Medek

RATIONALE: After reviewing the policy and administrative regulation, all three candidates met the requirements of Board Policy 7310. The committee unanimously selected Geri Neylan and recommends the Kimball High Theater be named The Geri Neylan Performing Arts Theater. The committee chose Geri Neylan for several reasons including but not limited to her long tenure in Tracy Unified, her dedication and commitment to the performing arts, positive impact on students and overwhelming community support including over twenty nomination applications.

FUNDING: There is no cost to this action.

RECOMMENDATION: Approve "The Geri Neylan Performing Arts Theater" as the Name for the Kimball High School Theater.

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: April 27, 2023
SUBJECT: Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75

BACKGROUND: In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement Number 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as "GASB 45."

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB Statement 45 provided regulations for Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions, and was issued in 2004. Although GASB had issued previous statements about OPEBs, namely GASB 25 and 27, GASB 45 resulted in significant changes to the reporting requirements for governmental agencies. In 2012, Statements 67 and 68 amended GASB Statements 25 and 27. GASB has now released Statement 75, a 300 page document to further outline and expand upon the requirements required from earlier statements. In addition, Statement 73 (128 pages), Statement 74 (108 pages), complete the reporting regulations that apply to OPEB. The GASB website in their June 20, 2015 News release states, "the new OPEB standards parallel the pension standards issued in 2012 GASB Statement No. 67, Financial Reporting for Pension Plans, and GASB Statement No. 68, Accounting and Financial Reporting for Pension. Together, the pension and OPEB standards provide consistent and comprehensive guidance for all post-employment benefits. "

The package of regulations (GASB 67, 68, 73, 74, 75) regulate how state and local governments calculate and report on financial statements, the costs associated with defined benefit OPEB plans.

- Government employers that do not prefund OPEB obligations will have to record a gross OPEB liability, while those that fund their OPEB plans through a trust that meets the specified criteria will have to record a net OPEB liability in their accrual-basis financial statements based on the plan fiduciary net position rather than plan funding.
- The new standard will make a government's obligations more transparent, and many governments will likely report a much larger liability.
- There are varying reporting requirements depending on whether the OPEB plan is administered through a trust that meets the following criteria:
 - Contributions from employers and non-employer entities contributing to the plan and earnings on those contributions are irrevocable.
 - OPEB assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
 - OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator and plan members.
- OPEB benefits that are not provided through a trust are subject to the requirements in GASB Statement 68 and Statement 73 and 75.
- GASB does not require Governments to Fund OPEB (Technical Line, July 22, 2015)

Governmental employers that provide OPEB may choose how they wish to pay for the OPEB obligations. The GASB requirements then define based on those choices how the obligations are reported on financial statements. The options available include the following:

1. Pay As You Go
 - a. Current Practice (Note: But, we have begun to combine pay as you go with an informal prefund model)
 - b. Is legal
 - c. Not necessarily prudent
 - d. Liability rises over time
 - e. Liability never goes away
2. Prefund Informal
 - a. Revocable
 - b. Local District Fund
 - c. No Contribution Plan
 - d. Pay when dollars are available
 - e. Investment earnings is typically significantly lower over the long term and restricted to portfolio of investments by the County Treasurer
 - f. Minimizes future cost impacts
 - g. Provides future financial flexibility
 - h. Spreads the obligation over many years
 - i. Demonstrates prudent financial practices
 - j. Does not reduce Overall Liability

3. Prefund Formal

- a. Irrevocable Trust
- b. Administered by a third party
- c. Pay As You Go plus some Defined Funding Plan
- d. Typical amortization is 30 years
- e. Minimizes future cost impacts
- f. Provides future financial flexibility
- g. Spreads the obligation over many years
- h. Demonstrates prudent financial practices
- i. Provides greater investment flexibility
- j. Higher rate of return on investment
- k. Reduces Overall Liability

The Governmental Finance Officers Association (GFOA) recommends creating a qualified trust fund to prefund OPEB obligations. The GFOA also recommends that if an individual trust is created, consultation with legal counsel is necessary to ensure that the trust is established and administered properly.

RATIONALE: The first step in preparing to implement GASB 75 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who recommended them to TUSD.

FUNDING: None.

RECOMMENDATION: Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75.

PREPARED BY: S. Reed Call, Director of Financial Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 18, 2023
SUBJECT: Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (First Reading)

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

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

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

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

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

Prepared by: Jason Noll, Director of Student Services.

ADMINISTERING MEDICATION AND MONITORING HEALTH CONDITIONS

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

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

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

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

Opioid Overdose

The Governing Board recognizes that school districts, county offices of education or charter schools may provide naloxone hydrochloride or another opioid antagonist to school nurses and trained personnel who have volunteered and school nurses or trained personnel may use naloxone hydrochloride or another opioid antagonist to provide emergency medical aid to persons suffering, or reasonably believed to be suffering, from an opioid overdose. **They will be authorized to administer naloxone hydrochloride in accordance with administrative regulations and will be accorded appropriate liability protection.**

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

Anaphylactic Injections

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

School staff who may be required to administer anaphylactic injections shall receive training from qualified medical personnel. They will be authorized to administer the

**ADMINISTERING MEDICATION AND MONITORING
HEALTH CONDITIONS**

injections in accordance with administrative regulations and will be accorded appropriate liability protection.

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

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

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

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

Legal Reference:

EDUCATION CODE

49407	Liability for treatment
49408	Emergency information
49423	Administration of prescribed medication for student
49423.5	Specialized health care services
49426	School nurses
49480	Continuing medication regimen; notice
49414.3	Pupil and Personnel Health

BUSINESS AND PROFESSIONS CODE

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 5, 2023
SUBJECT: Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2023-2024 School Year

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Governing Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2023-2024 school year.

RATIONALE: State law requires local Governing Board approval of each site's Single Plan for Student Achievement (SPSA). This item supports Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2023-2024 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 26, 2023
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: In the 2023-23 school year, the Instructional Media Center convened an instructional materials (IM) adoption committee for Chicano Literature, a new elective course at West High School. The Curriculum Council recommends these IM to the Board; the Board received a report about these IM on April 25, 2023.

Author	Title (copyright)	Genre	Purpose
Cecilio Garcia Camarillo, Roberto Rodriguez, Patrisia Gonzales	<i>Cantos Al Sexto Sol: An Anthology of Aztlanahuac Writings</i> (2002)	Anthology	Provide anchor text
Luis Valdez	<i>Luis Valdez Early Works: Actos, Bernabe and Pensamiento Serpentino</i> (1990)	Drama, poetry	Introduce early foundational works
Sandra Cisneros	<i>Woman Hollering Creek and Other Stories</i> (1992)	Short stories	Explore intersectionality of race/ethnicity, class, and gender
Richard Rodriguez	<i>The Hunger for Memory: The Education of Richard Rodriguez</i> (1982)	Memoir	Explore cultural identity, especially assimilation
Reyna Grande	<i>The Distance Between Us</i> (2013)	Memoir	Explore cultural identity, especially acculturation/affirmation

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

- Alignment to the goals and needs of Chicano literature
- Relevant and engaging content for students
- Mentor texts that allow for critical analysis comparing multiple texts

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 \$4,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials.

Prepared by: Debra Schneider, Ph.D.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 27, 2023
SUBJECT: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2023-2024 School Year

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2024. The articles below will be negotiated for the re-opener agreement during 2023-2024 school year.

RATIONALE: CSEA's sunshine proposal was presented at the March 28, 2023 board meeting (see attached). TUSD's sunshine proposal was initially presented at the April 25, 2023, board meeting (see attached).

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

FUNDING: N/A

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the California School Employees Association for the 2023-2024 School Year.

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



BOARD AGENDA REQUEST FORM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc Supt of Human Resources
DATE: March 17, 2023
RE: Acknowledge Receipt of California School Employees
Association Sunshine Proposal for the 2023-2024 School Year

PROPOSED BOARD MEETING DATE: March 28, 2023

TYPE OF ACTION REQUIRED: (a contract and MOU approval form is required for outside services of a consultant or organization).

Please check:

- ☐ Public Hearing
- ☐ Recognition
- ☐ Consent
- ☒ Action
- ☐ Information/Discussion/Report
- ☐ Closed Session
- ☐ Pending Fingerprint Approval

BOARD APPROVED
AS AMENDED
3/28/23
SS

NOTE: All Agenda items must be submitted to the appropriate Associate Superintendent in accordance with the board meeting deadlines.

Internal Use:
APPROVED BY: TJ

Item # 14.3.2



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 17, 2023
SUBJECT: Acknowledge Receipt of California School Employees Association
Sunshine Proposal for the 2022-2023 School Year

BACKGROUND: For the 2023-2024 reopener agreement contract negotiations, CSEA is requesting to meet and negotiate the following articles:

- VIII Pay and Allowances
- X Fringe Benefits
- XI Hours and Overtime

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of California School Employees Association Sunshine Proposal for the 2023-2024 School Year.

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

From: neyriddle@aol.com <neyriddle@aol.com>
Sent: Wednesday, March 15, 2023 8:19 PM
To: Bunch, Michael <mbunch@tusd.net>; Jalique, Tammy <tjalique@tusd.net>
Cc: Michael Caulfield <mikecaulfield67@yahoo.com>; Caulfield, Michael <mcaulfield@tusd.net>;
dladwig@csea.com; RENEE RIDDLE <neyriddle@aol.com>
Subject: Contract Openers from CSEA

Hello Tammy and Michael,

This e-mail is to let you know the articles CSEA will be opening;

Article VIII, Pay and Allowances

Article X, Fringe Benefits.

Article 11

Thank you,

Renee Riddle

(I will be away from internet April 4th - May 5th - any union business please call Mike)

Proud volunteer of the American Cancer Society!

CSEA VP Chapter 98 retiree unit

don't count the days - make the days count!

... might not respond in a timely manner - I'm retired and could be traveling!



BOARD AGENDA REQUEST FORM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc Supt of Human Resources
DATE: April 11, 2023
RE: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2023-2024 School Year, Pending Public Input

PROPOSED BOARD MEETING DATE: April 25, 2023

TYPE OF ACTION REQUIRED: (a contract and MOU approval form is required for outside services of a consultant or organization).

Please check:

- ☐ Public Hearing
- ☐ Recognition
- ☐ Consent
- ☒ Action
- ☐ Information/Discussion/Report
- ☐ Closed Session
- ☐ Pending Fingerprint Approval

BOARD RECEIVED
4/25/23
SS

NOTE: All Agenda items must be submitted to the appropriate Associate Superintendent in accordance with the board meeting deadlines.

Internal Use:

APPROVED BY: TJ

Item # 14.3.1



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 11, 2023
SUBJECT: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2023-2024 School Year, Pending Public Input

BACKGROUND: The current three-year contract between the California School Employees Association (CSEA) and the Tracy Unified School District (TUSD) expires on June 30, 2024. The articles below will be negotiated for the re-opener agreement during 2023-2024 school year.

RATIONALE: The District chooses to open the following Articles:

- Article VIII - Pay and Allowances
- Article X - Fringe Benefits
- Article XI - Hours and Overtime
- Article XIII - Bereavement Leave

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

FUNDING: N/A.

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the California School Employees Association for the 2023-2024 School Year, Pending Public Input.

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



TRACY

UNIFIED SCHOOL DISTRICT

*"The future belongs
to the educated"*

Dr. Rob Pecot
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Taula Salinas
*Associate Superintendent
of Business Services*
(209) 830-3230
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Julianna Stocking
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TO: Mike Caulfield, CSEA Chapter 98 President
Debra Ladwig, Labor Representative, CSEA

FROM: Tammy Jalique, Associate Superintendent of Human Resources *TJ*

DATE: March 27, 2023

SUBJECT: TUSD to CSEA Sunshine Proposal, 2023-2024 Negotiations

Pursuant to Article XLIV of the Master Agreement, TUSD is proposing the following articles be opened for 2023-2024 contract negotiations.

Automatic Reopeners:

Article VIII, Pay and Allowances
Article X, Fringe Benefits

TUSD Openers:

Article XI, Hours and Overtime
Article XIII, Bereavement Leave

Thank you.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 27, 2023
SUBJECT: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2023-2024 School Year and Submit it for Negotiations

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for reopener agreement contract negotiations for the 2023-2024 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: TEA's sunshine proposal was presented to the Board at the regularly scheduled board meeting on March 28, 2023 (see attached). The District's sunshine proposal was initially presented at the April 25, 2023, board meeting (see attached).

The District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2023-2024 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

FUNDING: N/A

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2023-2024 School Year and Submit it for Negotiations.

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



BOARD AGENDA REQUEST FORM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc Supt of Human Resources
DATE: March 8, 2023
RE: Acknowledge Receipt of Tracy Educators Association's
(TEA) Sunshine Proposal for the 2023-2024 School Year

PROPOSED BOARD MEETING DATE: March 28, 2023

TYPE OF ACTION REQUIRED: (a contract and MOU approval form is required for outside services of a consultant or organization.

Please check:

- ☐ Public Hearing
- ☐ Recognition
- ☐ Consent
- ☒ Action
- ☐ Information/Discussion/Report
- ☐ Closed Session
- ☐ Pending Fingerprint Approval

Board Acknowledged
3/28/23
SS

NOTE: All Agenda items must be submitted to the appropriate Associate Superintendent in accordance with the board meeting deadlines.

Internal Use:

APPROVED BY: TJ

Item # 14.3.1



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: March 8, 2023
SUBJECT: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2023-2024 School Year

BACKGROUND: For the 2023-2024 reopener agreement contract negotiations, TEA is requesting to meet and negotiate the following articles:

- Article VI Hours
- Article VII Duties
- Article XII Class Size
- Article XIII Salaries (Compensation)
- Article XIV Fringe Benefits
- Article XVII Evaluations
- Article XVIII Safety
- Article XXXI Sick Leave
- Appendix I Special Education

FUNDING: N/A

RECOMMENDATION: Acknowledge Receipt of Tracy Educators Association's (TEA) Sunshine Proposal for the 2023-2024 School Year.

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

To: Tammy Jalique

From: Miyoko Masuda

Date: 3/16/2023

Re: Notification of Intent to Bargain

In accordance with Article XX of the current Master Agreement between the Tracy Unified School District (TUSD) and the Tracy Educator's Association (TEA), TEA hereby notifies TUSD of its intent to open and bargain the following articles:

Automatic reopener:

Article XIII Salaries (Compensation)

Article XIV Fringe Benefits

TEA openers:

Article VI Hours

Article VII Duties

Article XII Class Size

Article XVII Evaluations

Article XVIII Safety

Article XXXI Sick Leave

Appendix I Special Education



BOARD AGENDA REQUEST FORM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc Supt of Human Resources
DATE: April 11, 2023
RE: **Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2023-2024 School Year and Submit it for Negotiations, Pending Public Input**

PROPOSED BOARD MEETING DATE: April 25, 2023

TYPE OF ACTION REQUIRED: (a contract and MOU approval form is required for outside services of a consultant or organization).

Please check:

- ☐ Public Hearing
- ☐ Recognition
- ☐ Consent
- ☒ Action
- ☐ Information/Discussion/Report
- ☐ Closed Session
- ☐ Pending Fingerprint Approval

BOARDS RECEIVED
4/25/23
SS

NOTE: All Agenda items must be submitted to the appropriate Associate Superintendent in accordance with the board meeting deadlines.

Internal Use:

APPROVED BY: TJ

Item #14.3.2



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 11, 2023
SUBJECT: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2023-2024 School Year and Submit it for Negotiations, Pending Public Input

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for successor agreement contract negotiations for the 2023-2024 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: The District is requesting to open Article VI, Hours, Article VII, Duties, and Article XXII, Bereavement Leave.

The District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2023-2024 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

FUNDING: N/A

RECOMMENDATION: Receive the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2023-2024 School Year and submit it for Negotiations, Pending Public Input.

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



TRACY

UNIFIED SCHOOL DISTRICT

*"The future belongs
to the educated"*

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TO: Miyoko Masuda, TEA Negotiations Chair
Chris Munger, TEA President

FROM: Tammy Jalique, Associate Superintendent of Human Resources *TJ*

DATE: March 27, 2023

SUBJECT: TUSD to TEA Sunshine Proposal, 2023-2024 Negotiations

Pursuant to Article XL of the Master Agreement, TUSD is proposing the following articles be opened for 2023-2024 contract negotiations.

Automatic Reopeners:

Article XIII, Salaries (Compensation)
Article XIV, Fringe Benefits

TUSD Openers:

Article VI, Hours
Article VII, Duties
Article XXII, Bereavement Leave

As noted in our last negotiations session, we agree to mutually reopen Article XXXVI, Peer Assistance and Review (PAR). Thank you.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: April 25, 2023
SUBJECT: Approve Revised Job Description for Director of Financial Services

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The revisions made to this job description reflect the most current essential functions of the position and the education requirement change will aid the District in increasing the number applicants to fill this position.

RATIONALE: This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No funding impact.

RECOMMENDATION: Approve Revised Job Description for Director of Financial Services.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Director of Financial Services

DEPARTMENT: Financial Services

POSITION SUMMARY:

The Director of Financial Services, under the general direction of the Assistant Superintendent for Business Services, is responsible for the organization and leadership in accounting and fiscal services, including the District's budgets; supervises, evaluates and trains department personnel and implements and enforces department policies.

ESSENTIAL FUNCTIONS:

1. Supervises and trains employees in accounts payable, accounts receivable, invoice auditing, payroll, district bookkeeping, health benefits, revolving cash fund, ADA state reports and technical support. Ensuring compliance with applicable accounting standards, laws, regulations, and policies.
2. Evaluates the performance of all assigned personnel in accordance with the District's adopted uniform guidelines for evaluation and assessment.
3. Reviews District processes to ensure adequate internal controls.
4. Plans, directs, controls and evaluates the accounting procedures in accordance with Education Code and State Accounting manuals.
5. Analyzes work flow in the department to assure efficiency.
6. Provides assistance and direction to District administrators and directors in the interpretation of financial reports, accounting services and procedures.
7. Coordinates and serves as technical resource for financial, payroll and personnel data processing services.
8. Maintains liaison with County office personnel and coordinates accounting procedures with the County office.
9. ~~Directs the preparation of the District's budgets.~~ Directs development and implementation of district's financial plans and budgets, including forecasting and projecting revenue and expenditures, and monitoring budget performance.
10. Prepares and presents accurate and timely financial reports to the district's leadership, board of trustees, and other stakeholders, including financial statements, budget variances, cash flow projections, and other financial analyses.
11. Stays abreast of changes in accounting standards, laws, regulations, and best practices in financial management for school districts.
12. Participates in professional development opportunities to enhance knowledge and skills related to financial management.
13. Monitors the district's Position Control Process to ensure compliance with the use of budgeted employee position funding and expenditures.
14. Computes income from all sources, determines budgetary allocations and compiles expenditures.
15. ~~Administers budgets during the budget year.~~
16. Makes recommendations for employment, promotions, demotions or dismissal of department personnel.
17. Analyzes and evaluates complex accounting procedures and their application to government accounting.
18. Identifies and uses computer applications for various accounting and budgetary procedures.
19. Supervises a staff maintaining complex financial and statistical data.
20. Establishes and maintains cooperative relationships with those contacted in the course of work.
21. Supervises health and welfare benefits.
22. Performs job cost analysis and makes recommendations for improvement.
23. Develops and maintains communications between other Business Service departments to assure acceptable financial procedures.
24. Develops and maintains accounting and payroll procedure manuals and performs in-service training.
25. Provides support to the Assistant Superintendent for Business Services and to other District personnel involved in managing risk.
26. Performs other duties as required by the Assistant Superintendent for Business Services.
27. Maintains regular and timely attendance in the workplace.

EDUCATION AND EXPERIENCE:

Ability to provide and carry out oral and written directions in English, and to read and speak at a level sufficient to fulfill the duties described. Graduation from a four year college with a major in accounting, business administration or a closely related field or ability to obtain such degree is required. Five ~~Four~~ years of responsible business and accounting experience, ~~preferably~~ in a school district or other public agency, is preferred. Possession of an appropriate California driver's license; have willingness and ability to travel throughout the district.

SKILLS AND QUALIFICATIONS:

1. Knowledge of the ~~theory~~, principles and practices of accounting, and their application to government accounting.
2. Knowledge of laws and regulations governing the financial operation of school districts and administration of state and federally funded educational projects.
3. Knowledge of governmental budgeting principles and procedures.
4. Knowledge of auditing principles and guidelines.
5. Knowledge of data processing systems and utilization.
6. Ability to maintain cooperative working relationships with those contacted in the course of work (consultants and professional experts as well as all levels of District staff).
7. Ability to communicate effectively, both orally and in writing.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Enter data/information into a computer terminal/typewriter and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Bend, squat, stoop and/or climb for extended periods of time.
7. Stand and/or walk on hard and/or uneven surfaces for ~~extended~~ periods of time.
8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 25 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District and site staff, and the public.

SALARY: Classified Management and Confidential Salary
Schedule range 58.

DAYS OF SERVICE: 225 Days

Board Approved: TUSD 8/23/05

Revised: 11/8/16 (range only)