

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**MAY 23, 2023**

**PLACE: DISTRICT EDUCATION CENTER**  
**BOARD ROOM**  
**1875 WEST LOWELL AVENUE**  
**TRACY, CALIFORNIA**

**TUSD board meetings are held in person.**

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

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

**A G E N D A**

- |           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |
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| <b>1.</b> | <b>Call to Order</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, B. MacDonald,<br>J. Silcox<br>Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                |
| <b>3.</b> | <b>Closed Session:</b> 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.<br><b>3.1 Administrative &amp; Business Services:</b> None.<br><br><b>3.2 Educational Services:</b><br><b>3.2.1</b> Finding of Facts: 22/23#103, 22/23#104, 22/23#105, 22/23#106, 22/23#107, 22/23#108, 22/23#109<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.2.2</b> Early Graduation: THS#10340926<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><br><b>3.3 Human Resources:</b><br><b>3.3.1</b> Approve the Non-Reelection of Probationary Certificated Employees #UC-1337, #UC-1338, #UC-1339, #UC-1340 Pursuant to Education Code Section 44929.21(b)<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.2</b> Consider Public Employee/Employment/Discipline/Dismissal/Release<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___<br><b>3.3.3</b> Conference with Labor Negotiator<br>Agency Negotiator: Tammy Jalique<br>Associate Superintendent of Human Resources<br>Employee Organization: CSEA, TEA |                |
| <b>4.</b> | <b>Adjourn to Open Session</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Action Taken on Finding of Facts: 22/23#103, 22/23#104, 22/23#105,  
**3.2.1** 22/23#106, 22/23#107, 22/23#108, 22/23#109

**Action:** Motion \_\_\_\_ Second \_\_\_\_ **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**6b** Report Out of Action Taken on Early Graduation: THS#10340926

**3.2.2**

**Action:** **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**6c** Report Out of Action Taken on Approve the Non-Reelection of Probationary

**3.3.1** Certificated Employees #UC-1337, #UC-1338, #UC-1339, #UC-1340 Pursuant  
to Education Code Section 44929.21(b)

**Action:** **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**7. Approve Regular Minutes of May 9, 2023.**

**1-7**

**Action:** Motion \_\_\_\_; Second \_\_\_\_ **Vote:** Yes \_\_\_\_; No \_\_\_\_; Absent \_\_\_\_; Abstain \_\_\_\_

**8. Student Representative Reports: None.**

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

**9.1** West High School

**9.3** Recognize Sadie Gray for her Accomplishments in the San Joaquin County Art Contest

**9.4** Recognize Students Halia Lewis and Lilliana Huffman, Winners of the Cesar E. Chavez  
and Dolores Huerta Education Art Contest

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

**10.1 Administrative & Business Services:** None

**10.2 Educational Services:**

**10.2.1** Receive Report on the Tracy Unified School District Induction Program **8**

**10.2.2** Receive Report on Instructional Materials Adoptions **9-10**

**10.3 Human Resources**

**10.3.1** Receive PAR Joint Committee Annual Report for 2022-2023 **11-13**

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

**12. PUBLIC HEARING:** None.

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

**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

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

**13.1 Administrative & Business Services:**

- |               |                                                                                                                                                                                                                                 |              |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.1.1</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda                                                                                                   | <b>14-15</b> |
| <b>13.1.2</b> | 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 | <b>16-17</b> |
| <b>13.1.3</b> | Approve the 2023-2024 Designation of CIF Representatives to League                                                                                                                                                              | <b>18-20</b> |
| <b>13.1.4</b> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year                                                                                                   | <b>21-22</b> |

**13.2 Educational Services:**

- |               |                                                                                                                                                                                                                                           |              |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| <b>13.2.1</b> | Approve Agreement for Contract Services between TUSD and Hatching Results for the 2023-2024 School Year                                                                                                                                   | <b>23-29</b> |
| <b>13.2.2</b> | 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                                                     | <b>30-32</b> |
| <b>13.2.3</b> | Approve Overnight Travel for Kimball High School Cheerleaders to Attend Cheer Camp at Great Wolf Lodge, Manteca, CA on July 10-13, 2023                                                                                                   | <b>33</b>    |
| <b>13.2.4</b> | Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School Physical Education Teachers, Water Coaches and Athletic Directors for the 2023-2024 School Year              | <b>34-37</b> |
| <b>13.2.5</b> | Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Physical Education and Career Technical Education Teachers for the 2023-2024 School Year | <b>38-41</b> |
| <b>13.2.6</b> | Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development for 7th and 8th Grade Math Teachers During the 2023-2024 School Year                                                             | <b>42-50</b> |
| <b>13.2.7</b> | Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development on Buy-Back Day and on Early Release Monday's during the 2023-2024 School Year                                   | <b>51-53</b> |
| <b>13.2.8</b> | Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support to Provide Unconscious Bias Training During TTIP for New Teachers During the 2023-2024 School Year         | <b>54-57</b> |
| <b>13.2.9</b> | Approve Agreement for Contract Services with A Plus Academic Center for in-person and virtual tutoring services for Students experiencing Housing Insecurity and in the Foster Care System for the remainder of the 2022-2023 School Year | <b>58-61</b> |

- 13.2.10 Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Mental Health Services to Central Elementary School, George Kelly School and Kimball High School for the 2023 Summer School Program 62-65
- 13.2.11 Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover) 66
- 13.2.12 Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2023-2024 School Year 67-73
- 13.2.13 Approve all Out of State, Overnight, and Out of District Travel for West High AG/FFA Teachers and Students for the 2023-2024 School Year 74-75
- 13.2.14 Approve Agreement for Contract Services between IXL and George Kelly Elementary School to Provide IXL Site License in ELA, Math, and Science for the 2023-2023 School Year 76-79
- 13.2.15 Approve Service Agreement with the SJCOE to Provide Technical Assistance and Support to North and Duncan Russell Schools as part of the CSI Grant for the 2023-2024 School Year 80-83
- 13.2.16 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation 84-88
- 13.2.17 Approve Staffing Service Agreement between 3Chords Inc. and Therapy Travelers LLC collectively DBA Epic Special Education Staffing (ESES) and Tracy Unified School District for the 2023-2024 School Year (Separate Cover) 89
- 13.2.18 Ratify Approval of Contract Agreement for SJCOE at Villalovoz Elementary School 90-94
- 13.2.19 Approve Master Contract with ATX Learning for Special Education Teachers, Psychologists, RBT's, and Para's for the 2023-2024 School Year (Separate Cover) 95
- 13.2.20 Approve Additional Funding for Contract Service Agreement with Excel Interpreting LLC for the 2022-2023 School Year 96-99
- 13.2.21 Approve Contract Service Agreement between Faith In Action Community Education Services (F.A.C.E.S.) for Mental Health Counselors, BCBA's, RBT's, SLP's, SLPA's, OT's, COTA's, CPI Trainers and Academic Tutors for the 2023-2024 School Year 100-103
- 13.2.22 Approve the CARE Program MOU at WHS for the 2023-2024 School Year 104-109

**13.3 Human Resources:**

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 110-112
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 113-116

**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** Appoint and Update Board Committee Organization **117-118**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.1.2** Approve the Award of Request for Proposal (RFP) for Non- **119**  
 Commodity Food and Non-Food Items (Separate Cover)  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
 119

**14.2 Educational Services:**

- 14.2.1** Adopt Revisions to Board Policy 5141.21 Administering Medications **120-123**  
 and Monitoring Health Conditions (Second Reading)  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.2.2** Approve Agreements with the Boys and Girls Club of Tracy and the **124-129**  
 SJCOE, to provide Extended Learning Opportunities to TUSD  
 Students under the Expanded Learning Opportunity Program Plan  
 (ELO/ELO-P) (Separate Cover)  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
 129

**14.3 Human Resources:**

- 14.3.1** Authorize the Declaration of Need for the 2023-2024 School Year **130-135**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.2** Approve a Declaration for a Provisional Internship Permit **136-137**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.3** Approve a Variable Term Waiver for Speech Language Pathologist **138-139**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.4** Approve a Variable Term Waiver for Multiple Subject, Single Subject **140-141**  
 and Education Specialist Teachers  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.5** Approve a Variable Term Waiver for Administrative Services **142-143**  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.6** Approve Temporary Modification to Calculation of Certificated **144**  
 Substitute Rates of Pay for the 2023-2024 School Year  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.7** Approve Temporary Increase to Certificated Substitute Rates of Pay **145-146**  
 for the 2023-2024 School Year  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.8** Approve Temporary Increase to Compensation for Teachers for 2023 **147**  
 Summer Programs  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
**14.3.9** Approve Agreement for Special Contract Services with John Ford and **148-151**  
 Associates  
**Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.  
 151

**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 June 13, 2023
- 17.2 June 27, 2023
- 17.3 August 8, 2023
- 17.4 August 22, 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, May 9, 2023**

**6:15 PM:**

**1-3.** President Abercrombie called the meeting to order.

Employee #UCL-448 spoke to the board prior to closed session.

Employee #UCL-449 spoke to the board prior to closed session.

The board adjourned to closed session.

**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

**7:04 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#96, 22/23#97, 22/23#98,  
**3.2.1** 22/23#100, 22/23#101, 22/23#102

**Action:** Hawkins, Fagin. **Vote:** Yes-6; No-0; Absent-0; Abstain-1 (MacDonald).

**6b** Report Out of Action Taken on Reinstatements: AR22-23/#33. AR22-  
**3.2.2** 23/#34

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

**6c** Report Out of Action Taken on Board Waivers: CES#10352840  
**3.2.3**

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

**6d** Report Out of Action Taken on Release Probationary Classified  
**3.3.1** Employee #UCL-448 Utility Person III

**Action:** Board Released. **Vote:** Yes-7; No-0; Absent-0.

**6e** Report Out of Action Taken on Release Probationary Classified  
**3.3.2** Employee #UCL-449 Groundskeeper I

**Action:** Board Released. **Vote:** Yes-6; No-1 (Hoffert); Absent-0.

**6f** Report Out of Action Taken on Consider Paid Leave of Absence for  
**3.3.3** Classified Employee #UC-447

**Action:** Board Denied. **Vote:** Yes-7; No-0; Absent-0.

**Minutes:**

**7. Approve Regular Minutes of April 25, 2023.**

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

**Audience:**

Sarah Banchemo, Jacqui Nott, Gillian Bradley, June Yasemsky, Dotty Nygard, David Doyle, Bill Masylar, Zachary Boswell, Brittani Ryan, Kaleigh Felisberto, Bob Brownne, Kay Phenix, Chris Munger, Kyle Gonzales, Therese Aruando, Martha Urrutia, Jose Urrutia, Traci Mitchell, Debra Schneider, Stephanie Mason, Natalia Lomeli, Miyoko Masuda, Aries Auzy, Antolina Greey-Young, Maureen Rily, Erin Quintana

## **Student Rep Reports:**

**8.1 Kimball High School:** Julian Steffens and Kylie Woodall informed they just had their final production of the year. Peter Pan Jr. was a one-time performance, and it was a great success with an audience of over 200. They are looking forward to meeting the 2023-24 leadership students next weeks and to begin making plans for the summer. Applications close tomorrow for current sophomores and juniors to apply as mentors. The school just had a Kimball staff vs. students dodge ball game. It was a victory for the student's team, the Dodge Fathers. Spring sports did great and brought pride to their Jaguar name. There is a lot coming up; grad night in Disney Land is this Friday, next week they will honor their athletes and seniors with awards, senior beach day is on the 25<sup>th</sup>, followed by graduation. Julian and Kylie presented Leadership Teacher, Ms. Mason, with flowers as a thank you for a great school year.

**Tracy High School:** Natalia Lomeli presented on behalf of Olivia Orcutt who was unable to attend. The THS Bring the Party Back to School rally was a great student engagement to kick off the year. From there they had many fun spirit weeks and are so excited for more to come. Freshman sports night was last night. THS seniors have been having a busy month. May 1<sup>st</sup> was the deadline for college selections. Softball senior night is tonight, they are playing against Lodi and everyone is wishing them luck. Next week is a week of celebrations and events including senior beach day, wear class colors of green and gold day, followed by finals and graduation. Natalia wished everyone a happy summer!

**Alternative Education:** Jeff Moss shared some recent highlights and happenings for the current month on the Alternate Education campus. They recently had staff appreciate week where art students made thank you cards for their office members. The TDAP class had a craft sale, where they sold succulents, earrings, and bracelets. The student vs. teachers kick ball game is scheduled for next week and caps and gowns will be distributed afterward. They have graduation practice planned which will include a western themed fiesta. For Mental Health Awareness Month, the students decorated the halls with mental health quotes and tips to alter unhealthy thinking styles. Stein participated in the Earth Day Project, where they had two teams tie in the high school division: team Plant Green and team Zer0wasters.

**West High School:** Lily Banchemo and Owen Jackson were happy to share that last month the WHS students came together and signed a petition to create Wests first ever flag football team. They also held a Festival of Cultures event that showcased beautiful cultural dances. They thanked the TUSD Diversity and Equity Committee for giving them the opportunity to host this event. The WHS track team performed with recording breaking stats, sophomore Jonathan Hupman broke the schools overall record in the 1600 mile with a time of 4 min 30 seconds. Project Smile Club had their annual Smile Week, leading up to a picnic where they participated in small acts of kindness, and shared messages. JR ROTC held their Pass in Review ceremony last Friday. On this day they had their first senior event for May, a senior BBQ where students enjoyed hamburgers, hotdogs, and games. Friday is Grad Night, and they are very excited to go to Disney Land. Friday, May 19<sup>th</sup> is WHS's Multi-cultural Rally where they will celebrate all the different lifestyles. They love the diversity on their campus and are excited to high light them with these events.

**Recognition & Presentations:**

**9.1 Kimball High School:** Principal Bill Maslyar listed the three most important aspects of education: safety, culture, and achievement. Safety comes first because kids must feel safe, and have a sense of belonging, before learning can take place. Assistant Principal, David Doyle, oversees the safety committee at KHS, working with FACES, Sow-a-Seed, and the COST team. They have had a successful year in sports, they are happy to have all teams fully staffed with a strong athletics booster club. In fact, they have a preseason game next year scheduled to take place in Southern California. A study hall has been developed for their student athletes to assist with maintaining grades. Assistant Principal, Maureen Riley, shared information regarding the Medical and Health Services Academy. They have 57 seniors graduating from the academy this year, with over half of them have a 3.75 or higher GPA. The program has turned into a magnet in Tracy, with many of the students coming from the THS and WHS zoned area. They are in their second week of Advanced Placement testing with 339 students taking AP tests; this is a thriving program at their school.

Trustee Hoffert left the meeting at 7:25.

Trustee Hoffert returned to the meeting at 7:27.

**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:** The team was recognized and provided with certificates for their extraordinary efforts putting on this event.

**9.3 Earth Day Project Winners:** Project Coordinators June Yasemsky and Dotty Nygard, along with the project winners for each grade level category were presented with certificates and were given an opportunity to show ~~case~~ their projects. Project winners include Ms. Arnaudo's 5<sup>th</sup> grade class from Wanda Hirsch Elementary School, Team EcoSavers; George Kelly Elementary Schools, 7<sup>th</sup> Grade team, The Garbage Program; and from Stein High School, Ms. Eustacia Hall's 12<sup>th</sup> grade teams, Plant Green and ZerOWasters.

**Information & Discussion Items:**

**10.1 Administrative & Business Services:** None.

**Hearing of Delegations**

**11.** None.

**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: 8:00 p.m.

This is the 4<sup>th</sup> public hearing on trustee areas. We are approaching the end of the transition process. According to our timeline, we will be selecting a final map this evening, along with the election sequence. During the last hearing, the maps were narrowed down to the Orange and Yellow maps. Election sequencing options determine scenarios related to the overlapping with Trustees. The board will have to choose if the areas will be a 2024 or 2026 election sequencing. Not all jurisdictions require for

you to resign to run for the 2024. This is a question for legal counsel to determine.

Each Trustee voted for their preferred map: MacDonald – Yellow, would like to defer his sequencing decision until there is more discussion; Hoffert – Yellow, 1<sup>st</sup> sequence. Fagin – Yellow, 1<sup>st</sup> sequence; Alexander - Yellow; Hawkins – Yellow; Silcox – Yellow; Abercrombie – Yellow.

**Majority Vote:** 7-Yellow. 1<sup>st</sup> Sequence (unopposed).

Closed public hearing at: 8:15

**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)

Opened public hearing at: 8:15

Closed public hearing at: 8:16

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

Opened public hearing at: 8:16

Closed public hearing at: 8:17

**Consent Items:**

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

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

A separate vote was taken for agenda items 13.2.17 and 13.3.3 after receiving additional information and discussion:

13.2.17 MacDonald, Hoffert. **Vote:** Yes-7; No-0; Absent-0.

13.3.3 Board tabled for further discussion. Hoffert, MacDonald.

**Vote:** Yes-6; No-1(Fagin); Absent-0.

**13.1 Administrative & Business Services:**

**13.1.1** Approve Accounts Payable Warrants (February and March 2023) (Separate Cover)

**13.1.2** Approve Revolving Cash Fund Reports (February & March 2023)

**13.1.3** Approve Payroll Reports (February & March 2023)

**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

**13.1.5** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year

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

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

**13.2 Educational Services:**

- 13.2.1** Approve Agreement for Contract Services Between Imagine Learning, Inc. and TUSD to Provide Site Licenses for MyPath Reading and Math for the 2023-2024 School Year to Title I Schools
- 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
- 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
- 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
- 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
- 13.2.6** Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School
- 13.2.7** Approve Contract with Solution Tree for Global Professional Development for Teams for the 2023-2024 School Year
- 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
- 13.2.9** Approve Agreement for Contract Services Between FACES and Monte Vista Middle School for the 2023 – 2024 School Year
- 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
- 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
- 13.2.12** Approve Agreement for Special Contract Services with Vista Higher Learning, Inc. for World Language Teachers
- 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
- 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
- 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
- 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

- 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
- 13.2.18 Approve Professional Learning Communities at Work Conference for Nine Teachers and One Administrator from Art Freiler School
- 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

**13.3 Human Resources:**

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve Agreement for Special Contract Services with John Ford and Associates

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading) (Separate Cover)

**Action:** Silcox, MacDonald. **Vote:** Yes-7; No-1 (Hoffert); Absent-0.

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

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

- 14.1.3 Approve "The Geri Neylan Performing Arts Theater" as the Name for the Kimball High School Theater

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

- 14.1.4 Approve Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover)

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

**14.2 Educational Services:**

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

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

- 14.2.2 Approve School Site Single Plans for Student Achievement (SPSA) and Site Budgets for the 2023-2024 School Year (Separate Cover)

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

- 14.2.3 Approve Adoption of Instructional Materials

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

**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

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

- 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

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

**14.3.3** Approve Revised Job Description for Director of Financial Services

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

**Board Reports:**

Trustee MacDonald announced it was his mother's birthday today. Trustee Hoffert thanked everyone for coming out this evening. Trustee Fagin thanked everyone for coming out. He had the opportunity to attend the special needs prom at KHS which was absolutely fantastic. The students were dressed so nice, dancing, and having pictures taken. It was great to see. He attended the WHS JR ROTC Pass in Review. It was great to see the students in their uniforms, marching in synchronization. Trustee Alexander thanked everyone for coming out, she enjoyed the student presentations. Tomorrow she is attending the Williams awards night. Trustee Hawkins enjoyed the student presentations. Had an opportunity to see the choir class at THS, it is expanding, and it was awesome to see them. He hopes they can find the space for their expansion. Trustee Silcox passed on comment. Trustee Abercrombie had the opportunity to see Mr. Nelsons art class at WHS. The kids did a great job. Thank you to Dr. Pecot and Trustees Fagin and Hawkins for attending the DARE graduations.

**Superintendent Report:**

Dr. Pecot celebrated the retires last week at the district celebration. Today is National Teachers Day, he gave a thank you to all of the educators. The wonderful student presentations would not happen without the dedication of our great teachers.

**Adjourn: 8:56 P.M.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Ed Services  
**DATE:** May 3, 2023  
**SUBJECT:** Receive Report on the Tracy Unified School District Induction Program

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

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

**FUNDING:** Not applicable.

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 10, 2023  
**SUBJECT:** Receive Report on Instructional Materials Adoptions

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

The Special Education Department has reviewed programs that provide core curriculum that are aligned to the extensive support needs of students in these programs:

- Structured Autism TK-2 Special Day Class
- High School Special Day Class Extensive Support Needs
- TYAP Special Day Class
- Home Hospital Extensive Support Needs Program K-Young Adult
- High School Mild to Moderate Special Day Class Skills (supplement only)
- High School Mild to Moderate Special Day Class Skills (supplement only)

In compliance with Board Policy 6161.1, representatives from the Special Education Department, led by the Department's Program Administrator, Julie Ramirez, analyzed and evaluated instructional materials using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME) and adapted by the IMC Director for Special Education core curriculum. The committee selected the Attainment program. The Curriculum Council received a report from the committee and is recommending the Attainment program be approved by the Board to be used as the core curriculum for students enrolled in the programs listed above.

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

- Exemplary engagement for students: relevant, contemporary, full color images, symbols, texts, graphics, organizers, and manipulatives appropriate to the students' chronological age
- Detailed pacing guides, from scaffolding to enrichment to support teachers' instruction
- Digital assessments and progress monitoring to support students' learning

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 \$150,000 will be provided by funds from the Special Education Learning Recovery Block Grant.

**RECOMMENDATION:** Receive Report on Instructional Materials Adoptions.

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



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** May 12, 2023  
**SUBJECT:** Receive PAR Joint Committee Annual Report for 2022-2023

**BACKGROUND:** During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2022-2023 school year.

**RATIONALE:** The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

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.

**RECOMMENDATION:** Receive PAR Joint Committee Annual Report for 2022-2023

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

## **PEER ASSISTANCE AND REVIEW PROGRAM**

### **2022-2023 Annual Report**

#### **Voluntary Participants:**

The PAR program served two participants who were voluntary, self-referrals during the 2022-2023 academic year. Voluntary Participant 1 entered PAR in January of 2022. The current year represented the second year of service for this participant, and the 18 months of support afforded through PAR is scheduled to end in August of this year. Voluntary Participant 2 entered PAR in January and will have received five months of support when the school year ends in May. This participant will be eligible to continue support through the 2023-2024 school year, with the 18 months afforded scheduled to end in August of 2024. Since both are voluntary participants, services may terminate at any time should the participant no longer wish to receive PAR support.

#### **Mandatory Participants:**

The PAR program served one mandatory participant during the 2022-2023 academic year. The participant entered PAR in August of 2022 and will have received 10 months of service during the 2022-2023 year. The participant will be eligible to receive services through January of 2024 and may request a 6-month extension if continued services are desired after completing the mandatory term.

#### **Consulting Teachers Training and Support:**

One consulting teacher who served during the 2022-2023 school year was a prior consulting teacher (CT) and former member of the PAR Joint Committee who had trained other consulting teachers on the roles and responsibilities of being a consulting teacher. As such, extensive formal training was not required to bring the CT on board. The other consulting teacher had also previously served as a consulting teacher. A meeting was held with the second consulting teacher to review paperwork required of a CT, with additional support in the form of resource materials and just in time support being offered to both consulting teachers. One CT also attended Mentoring Matters training.

Applications for additional consulting teachers have been sent to all teachers and will be processed as they are received.

#### **Topics/Activities Covered in the Peer Assistance Program (PAR):**

The Joint Committee meets monthly to review reports from the consulting teacher, to monitor progress and provide support as needed. Consulting teachers present their reports in person at least three times per year.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. Funds were allocated to order classroom materials in support of a participating teacher's growth goals. Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA/Induction Program during the following year.

## Recommendations:

For the 2023-2024 school year, the Joint Panel recommends:

- All active Consulting Teachers should continue to collaborate with their Participating Teacher (newly identified and continuing) for the 2023-2024 school year. It is important that the Consulting Teachers collaborate with their Participating Teacher *before school starts* in order to set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.
- The Joint Committee continue to provide training materials for site administrators to inform them about the PAR program and its benefits. Continue to present PAR training information during management meetings for all administrators to take back to their sites for implementation with their teachers.
- The Joint Committee will continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.
- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.
- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with Staff Development. The committee believes this training should be an expectation for consulting teachers providing service to mandatory participants.

Respectfully submitted,

PAR Joint Committee Members:

Laura Mohr, TEA Rep & Joint Committee Chair

Melinda Williams, TEA Rep

Catalina Piña, TEA Rep

Tammy Jalique, District Rep

Erin Quintana, District Rep



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 8, 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 23, 2023**  
**SUMMARY OF SERVICES**

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A. Vendor: ITS Interprises, Inc.  
Sites: Tracy High, Kimball High, West High  
Item: Proposal  
Services: Project Inspector Services for the Tennis Courts Repair  
Cost: \$168,000  
Project Funding: Def. Maintenance (Fund 14)

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B. Vendor: ITS Interprises, Inc.  
Sites: Villalovoz  
Item: Proposal  
Services: Project Inspector Services for the Villalovoz Modernization  
Cost: \$57,600.00  
Project Funding: Def. Maintenance (Fund 14)

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C. Vendor: ITS Interprises, Inc.  
Sites: Various Sites  
Item: Proposal  
Services: Project Inspector Services for the Modular Buildings Project  
Cost: \$172,800.00  
Project Funding: Def. Maintenance (Fund 14)



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 11, 2023  
**SUBJECT:** **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Tracy High School:

1. Tracy Unified School District/Tracy High School: From A & M Pombo Partnership for the amount of \$600.00 (ck# 9998). This donation is for the Gene Pombo Scholarship.
2. Tracy Unified School District/Tracy High School: From Nisla Fonseca for the total cash amount of \$500.00. This donation is for the Latinos Unidos Scholarship.

Hirsch Elementary:

1. Tracy Unified School District/Hirsch Elementary: From Hirsch PTO for the total amount of \$770.00 (ck # 172). This donation will be applied to teacher paper and copy expenses.

**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.



# ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** May 10, 2023  
**SUBJECT:** Approve the 2023-2024 Designation of CIF Representatives to League

**BACKGROUND:** Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

**RATIONALE:** It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

**FUNDING:** N/A.

**RECOMMENDATION:** Approve the 2023-2024 Designation of CIF Representatives to League.

**Prepared by:** Dr. Rob Pecot, Superintendent.

### 2023-2024 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2023.

Tracy Unified School District/Governing Board at its May 23, 2023 meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2023-2024 school year as the school's league representative:

#### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL Kimball High School  
NAME OF REPRESENTATIVE William Maslyar POSITION Principal  
ADDRESS 3200 Jaquar Run CITY Tracy ZIP 95377  
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL wmaslyar@tUSD.net

NAME OF SCHOOL Kimball High School  
NAME OF REPRESENTATIVE Nathan Boyer POSITION Athletic Director  
ADDRESS 3200 Jaquar Run CITY Tracy ZIP 95377  
PHONE 209-832-6600 FAX 209-832-6601 E-MAIL nboyer@tUSD.net

NAME OF SCHOOL Tracy High School  
NAME OF REPRESENTATIVE Jon Waggle POSITION Principal  
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376  
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL iwaggle@tUSD.net

NAME OF SCHOOL Tracy High School  
NAME OF REPRESENTATIVE Matt Shrout POSITION Athletic Director  
ADDRESS 315 E. 11th Street CITY Tracy ZIP 95376  
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL mshrout@tUSD.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Rob Pecot Signature \_\_\_\_\_  
Address 1875 W. Lowell Avenue City Tracy Zip 95376  
Phone 209-830-3201 FAX 209-830-3204

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

### 2023-2024 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2023.

Tracy Unified School District/Governing Board at its May 23, 2023 meeting,  
(Name of school district/governing board) (Date)  
appointed the following individual(s) to serve for the 2023-2024 school year as the school's league representative:

#### **PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

NAME OF SCHOOL West High School  
NAME OF REPRESENTATIVE Gary Henderson POSITION Principal  
ADDRESS 1775 W. Lowell Avenue CITY Tracy ZIP 95376  
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL ghenderson@tusd.net

NAME OF SCHOOL West High School  
NAME OF REPRESENTATIVE Derek Solano POSITION Athletic Director  
ADDRESS 1775 W. Lowell Avenue CITY Tracy ZIP 95376  
PHONE 209-830-3370 FAX 209-830-3371 E-MAIL dsolano@tusd.net

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

NAME OF SCHOOL \_\_\_\_\_  
NAME OF REPRESENTATIVE \_\_\_\_\_ POSITION \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_ FAX \_\_\_\_\_ E-MAIL \_\_\_\_\_

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Rob Pecot Signature \_\_\_\_\_  
Address 1875 W. Lowell Avenue City Tracy Zip 95376  
Phone 209-830-3201 FAX 209-830-3204

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.  
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 9, 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.



## 2023/2024 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Cheer-Dance Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 5, 2023  
**SUBJECT:** Approve Agreement for Contract Services between TUSD and Hatching Results for the 2023-2024 School Year

**BACKGROUND:** Hatching Results® provides an extensive variety of professional services designed to improve school counseling programs. Utilizing evidence-based practice models, Hatching Results brings leadership, training and consultation to school counselors, administrators, and school district leaders seeking to improve their comprehensive school counseling programs. With the goal of improving efficiency and effectiveness, we use data to drive decision-making and evaluate the impact of programs and services to improve outcomes for all K-12 students.

Led by President and CEO Trish Hatch, Ph.D., Hatching Results provides comprehensive district training, onsite and virtual professional learning, evaluation, online courses, and regional cohort academies. Over the last 20 years, Dr. Hatch has successfully trained thousands of school counselors and administrators in hundreds of school districts from virtually every state in designing, implementing, evaluating, and improving school counseling programs.

**RATIONALE:** In order to continue developing a high quality of school counseling programs and services to students and families, ongoing quality professional development is a key component for improvement. The professional learning series and supports provided by Hatching Results will provide the following training to the Tracy Unified School Counseling Teams for the 2023-24 school year.

### Professional Learning Outcomes:

Develop a full implementation of a school counseling program aligned with the ASCA National Model, a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices. The training will focus on creating measurable objectives, determining intervention strategies, and clearly defining measurable outcomes together.

- Service students and families more proactively and efficiently through a multi-tiered system of supports (academic, college/career, social/emotional)
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust school counseling Tier 1 curriculum that aligns with state and national standards

- Create greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Experience more legitimacy and understanding of the maximized role of school counselors through the evaluation of outcomes and shared school counseling program results

**Content Outcomes:**

- Reviewing and applying T1 School Counselor Handbook agreements
- Tier 2 & 3 interventions, selecting data points and interventions, systems for looking at data, T2 action plans
- Deeper dive into data systems/SIS, social justice, closing the gap, locating, and analyzing data for gaps/trends/patterns
- Management systems, use of time, reviewing roles and responsibilities, SMART goals
- Calendaring admin check-in tool, reporting results, marketing the program, handbook

This aligns with LCAP Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports. Goal #2: 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:** This contract service agreement will be paid \$77,000.00, funded through the A-G Improvement Grant funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between TUSD and Hatching Results 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 Hatching Results, 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 4 days of In-Person Professional Learning and 4 Virtual Sessions of Professional Learning. Program Assessment & Audit, Ramp Coaching and Support along with materials and tools 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 Tracy Unified School District.

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

- a. District shall pay \$ 77,000.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 77,000.00. 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 July 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, 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 \_\_\_\_\_

Hatching Results, LLC

Address \_\_\_\_\_

2907 Shelter Island Dr. #150-287

San Diego, CA 92106

Tracy Unified School District

Date \_\_\_\_\_

Account Number to be Charged \_\_\_\_\_

Department/Site Approval \_\_\_\_\_

Budget Approval \_\_\_\_\_

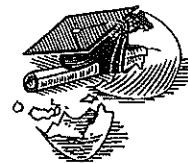
Date Approved by the Board \_\_\_\_\_

# HATCHING RESULTS® PROPOSAL FOR SERVICES 2023-2024

Tracy USD, CA

Prepared By: Terri Tchorzynski, Senior Director of Transformational Partnerships

April 3, 2023



Thank you for your continued investment in improving student outcomes through the school counseling program in partnership with Hatching Results. The work of designing a comprehensive, data-driven school counseling program within a schoolwide multi-tiered system of supports requires an intensive commitment of time, strategic planning, and district-level systems change. Hatching Results is the nation's premier organization for partnering with districts, counties, regions, and states to build and tailor the necessary systems to support implementation fidelity with improved student outcomes as the goal and focus of the work.

## Partnership Outcomes

Typically, full implementation of a comprehensive school counseling program aligned with the ASCA National Model, the Multi-Tiered System of Supports framework, relevant state and local requirements, and evidenced-based practices takes 3-5 years. In partnership with district leadership, our professional learning specialists design professional learning plans tailored to your district's needs, including engagement strategies, evaluations, coaching and consultation support. Examples of learning outcomes are outlined below and will be modified as needed to best fit your needs.

*By the end of the professional learning series, participants will be able to:*

- Service students and families more proactively and efficiently through a Multi-Tiered, Multi-Domain System of Supports (academic, college/career, social/emotional)
- Utilize data thoughtfully to drive their program, curriculum, and interventions
- Build a robust districtwide school counseling Tier 1 curriculum that aligns with state and national standards
- Create greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Experience more legitimacy and understanding of the maximized role of school counselors through the evaluation of outcomes and shared school counseling program results

## Sample Year 2 PL Content & Outcomes

- Reviewing T1 handbook agreements
- Tier 2 & 3 interventions and systems, handbook agreements, T2 data agreements
- Refine Tier 2 & 3 interventions, selecting data points and interventions, systems for looking at data, T2 action plans
- Deeper dive into data systems/SIS, social justice, closing the gap, locating and analyzing data for gaps/trends/patterns
- Management systems, use of time, reviewing roles and responsibilities, SMART goals
- Calendaring, admin check-in tool, reporting results, marketing the program, handbook

## Service Plan Proposal & Costs

This service proposal has been drafted to align to your district's desired objectives, recommendations for continuation, and budget parameters. It can be further customized to meet your needs and budget simply by increasing or decreasing the amount of professional learning and consultation provided or adding other services:

[Overview of Services](#) | [Online Courses](#) | [Antiracist Professional Learning](#) | [RAMP Support Services](#) | [Virtual Events](#)

Based on approximately 30 school counselors, administrators, and district leaders in attendance, the following pricing structure is unique to your district and the scope of work indicated and is inclusive of travel costs where applicable. Fees are related to the level and complexity of services provided by two professional learning specialists, the number of participants, and the level of data analysis and reporting. NOTE: *School administrators are strongly encouraged to participate.* We will collaborate with you to determine how best to include them in this service plan. **Pricing is subject to change; this proposal is valid for 60 days from this date.**

## PROPOSED SERVICE PLAN SY23-24

Professional Learning (PL)	<p><b><u>4 days of In-Person Professional Learning</u></b></p> <p><b><u>4 Virtual Sessions of Professional Learning</u></b> (3 hours each)</p> <p><u>Two</u> PL Specialists/Coaches will provide interactive professional learning to all K-12 school counselors, administrators, and other critical partners.</p> <p>Collaborative preparation meetings for agenda development, "toolkit" slide presentations, "action period" activities, evaluation report, and debrief with the district leadership team are included.</p>
Program Assessment & Audit	<p><b><u>School Counseling Program Implementation Fidelity Survey</u></b>. This survey is facilitated live (approximately 35-45 mins) - completed onsite or virtually <u>per school site</u> with guidance and visual examples from PL Specialist(s) to assess the fidelity of comprehensive, developmental, data-driven program implementation within a tiered system of supports. Overall district results are presented via a slidedeck.</p>
RAMP Coaching & Support	<p><b><u>1 In-Person RAMP Professional Learning Session with one RAMP Coach</u></b> including One day of PL/Consultation with one RAMP Coach based on what the team needs - training on specific RAMP sections, supported planning time, in-person application feedback, etc.</p> <p><b><u>4 Hours of Virtual RAMP Coaching Sessions</u></b> with one RAMP coach to support completion of RAMP application.</p> <p><b><u>Review of 2 RAMP Applications</u></b> - review of the entire application by a RAMP Coach with feedback on all components based on the RAMP Rubric.</p> <p>Not currently included in total estimated cost</p>
Materials & Tools	<p><b><u>15 copies</u></b> of <i>The Use of Data in School Counseling 2e</i></p> <p><b><u>School Counseling Program Handbook</u></b> template with continued support for development (no charge after year 1)</p>
<p><b>Cost Per Academic Year:</b></p> <p><b>\$77,000</b></p>	

We look forward to working with you and supporting your efforts to improve the delivery and outcomes of data-driven, comprehensive school counseling programs in your district. If you have questions about this proposal or wish to proceed with discussing a contract, contact Terri Tchorzynski, Senior Director, at your convenience at [terri@hatchingresults.com](mailto:terri@hatchingresults.com).



## 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 Freller 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](mailto: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](mailto: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:** May 10, 2023  
**SUBJECT:** Approve Overnight Travel for Kimball High School Cheerleaders to Attend Cheer Camp at Great Wolf Lodge, Manteca, CA on July 10-13, 2023

**BACKGROUND:** The Kimball High School Cheerleaders have been invited to attend a cheerleading camp at Great Wolf Lodge in Manteca, CA on July 10th-13th, 2023. They will be learning new techniques, routines, competing in different competitions, and be able to bond as a team. The Cheerleading Team, which consists of approximately 40 students (this number is subject to change after tryouts), Head Coach, Jessica Butler and Assistant Coach, Ashley Albright, will attend this event. They will travel to Great Wolf Lodge the morning of July 10 and will return July 13, 2023. Parents will drive their own students to and from the event. Students will stay in the Great Wolf Lodge hotel rooms. Supervision will be provided by the Head Coach, Assistant Coach, and UCA Staff, and hotel Event Staff.

**RATIONALE:** The Kimball High School Cheerleaders have worked very hard for the opportunity to attend this camp. It is a great opportunity to represent the city of Tracy at the camp where they will demonstrate their team dynamics and abilities. They will also have the opportunity to meet and interact with other cheerleaders from our league. 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:** There will be no cost to the District. The total cost per member will be \$565.00, which includes camp fees, lodging, meals, and coaches' fees. The funding for this trip will be paid by funds raised by the students and parent donations.

**RECOMMENDATION:** We request approval for the Kimball high School Cheerleaders to attend Cheer Camp at Great Wolf Lodge, Manteca, CA on July 10-13, 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:** May 3, 2023  
**SUBJECT:** **Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School Physical Education Teachers, Water Coaches and Athletic Directors for the 2023-2024 School Year**

**BACKGROUND:** Tracy Unified School District Physical Education teachers, Water coaches and Athletic Directors have received training from Aquatic Dreams in years past.

**RATIONALE:** To provide Tracy Unified School District Physical Education teachers, Water Coaches and Athletic Directors with a blended online and in-person learning program that will increase their knowledge of overall water safety. They will have the option of attending on two different days in August. Part One-Online component 8:00am-11:00am with Red Cross. The online component is approximately 3 hours long and can be completed at the teachers' home site. Part Two- In-person component 1:00-3:00pm. The in-person component is approximately 2 hours long and is completed at Aquatic Dreams Scuba Center in Modesto. The request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

**FUNDING:** Funding will be paid through Title II. TUSD will reimburse mileage for teachers driving their personal vehicles to and from Aquatic Dreams.

**RECOMMENDATION:** Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School Physical Education Teachers, Water Coaches and Athletic Directors for the 2023-2024 School Year.

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

**TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

his agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Aquatic Dreams, hereinafter referred to as "Contractor," 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:

Contractor shall perform the following duties: Approve Agreement for Special Contract Services with Aquatic Dreams to provide professional development to High School Physical Education teachers 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.

1. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of up to 10 people ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Aquatic Dreams, Modesto CA.
2. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ up to 125 per person per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$ 1250.00. 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.
3. The terms of the agreement shall commence on August, 2023, and shall terminate on May, 2024.
4. 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

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 3, 2023  
**SUBJECT:** **Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Physical Education and Career Technical Education Teachers for the 2023-2024 School Year**

**BACKGROUND:** Cascade Training Center specializes in offering quick, fun and informative onsite courses that are tailored to our specific emergency needs such as CPR and First Aid.

**RATIONALE:** Tracy Unified School District Physical Education teachers and Career Technical Education teachers (CTE) experience a higher rate of incidents requiring current knowledge and practices in safety, First Aid, CPR and AED. The request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

**FUNDING:** The cost of combined CPR, AED and First Aid training will be \$1,625 and will train up to 25 participants. Additional participants can be added for \$65.00 per person. The total cost for the CPR, AED and First Aid training is not to exceed \$2,275 and will be paid through Title II funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Physical Education Teachers and Career Technical Education Teachers for the 2023-2024 School Year.

**Prepared by:** Erin Quintana, Director, 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 Cascade Training Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide CPR, AED and First Aid to TUSD staff for up to 25 people.

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 \$65.00 per [ ] HOUR [ ] DAY [x] FLAT RATE, not to exceed a total of \$1,625. 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, 2023, and shall terminate on August, 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 ☒ 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:**

*Billie Justice*

Contractor Signature

Title

38-3932565

IRS Identification Number

Operations Manager

Title

15810 S. Harlan RD

Address

Ste. C

Lathrop, CA 95330

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:** May 3, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development for 7th and 8th Grade Math Teachers During the 2023-2024 School Year

**BACKGROUND:** With the goal of increasing student achievement in mathematics, TUSD students have continued to struggle in achievement rates as well as success rates in algebra courses. In the 2021-2022 school year CAASPP scores reflected 19.44% of 7th grade students and 17.88% of 8<sup>th</sup> grade students met or exceeded math standards.

**RATIONALE:** In order to increase student achievement in mathematics, TUSD will focus on 7<sup>th</sup> and 8<sup>th</sup> grade instructional practices. These practices will then help support algebra 1 course instructional practices to best support student success.

The professional development will include:

- Two cohorts of teacher teams to include all 7<sup>th</sup> and 8th grade math teachers.
- Three cycles of two days of professional development to include classroom visits and instructional pedagogical practices throughout the year.

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 cost of these trainings and support is not to exceed \$39,000 and will be paid by Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development for 7th and 8th Grade Math Teachers During the 2023-2024 School Year.

**Prepared by:** Erin Quintana, Director, Professional Development & 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 The Core Collaborative, 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: Professional Development for Math Teachers 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 6 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location various TUSD school sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 6,500 per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$ 39,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 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:

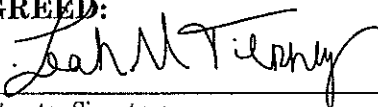
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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:



5/1/2023

Contractor Signature

Title

47-2525173

IRS Identification Number

Finance Manager

Title

4629 Cass St #292

Address

San Diego, CA 92109

The Core Collaborative, Inc

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



4629 Cass St. #292  
San Diego, CA 92109  
619.432.CORE (2673)

## **Professional Development Proposal**

### **EmpowerED Learner Pathway - Lori Cook**

### **Tracy Unified School District**

#### **Prepared for:**

Erin Quintanna, Director of C.I.A, Secondary  
Tracy Unified School District  
1875 Lowell Ave.  
Tracy, CA 95304  
(209) 830-3200  
equintana@tusd.net

Prepared On: Mar 31, 2023  
Expiration Date: 2023-07-31  
Payment Terms: Net 30 days after services



## **The InspirED Mathematician**

### **Effective Mathematics Instruction: Merging the Content and Practice Standards**

A student centered mathematics classroom requires student voice and the opportunity for inquiry. With the implementation of the Common Core State Standards, teachers are struggling to let go and allow students to develop perseverance through productive struggle. Students, like wise, are struggling with this “new” way of learning mathematics. Students expect to be told how to think and what to do, instead of discovering and developing a deep understanding of math.

Rigor in mathematics has been defined as a balance of conceptual understanding, procedural fluency, and problem solving/application. To create a rigorous mathematics learning environment, students need the opportunity to engage regularly in mathematical discourse and problem solving. Structures and routines are needed to create student engagement and discourse around mathematics.

The following modules are designed to create a student centered mathematics classroom. The modules do not have to be delivered in any certain order, but are based on the needs of teachers and students.

#### **Module 1: Student Engagement and Problem Solving**

- Collaborative learning structures to develop student voice and mathematical discourse
- Problem solving structures to develop student confidence and stamina
- Problem based instruction

#### **Module 2: Number Sense and Procedural Fluency Routines**

- Develop number sense
- Improve procedural fluency
- Expose and correct misconceptions through reengagement strategies
- Foster math facts confidence

#### **Module 3: Student-Centered Assessment Literacy**

- Formative assessment that impacts teaching and learning
- Students engage in self-assessment and peer assessment to answer the questions - Where am I going? Where am I now? How do I get there?
- Lesson cycles developed around big ideas
- Create conceptual units of study



## Financial Investment

Prices are inclusive of cost of travel and planning based on number of hours or sessions. Six hours of virtual support is equivalent to 1 contracted day.

Professional Services	QTY	Price	Subtotal
Professional Development with Lori Cook	6	\$6,500.00	\$39,000.00

Subtotal **\$39,000.00**

**Total \$39,000.00**

### Please Note:

In the event local, state or federal authorities issue orders or laws requiring social distancing, imposing travel restrictions or limiting or prohibiting large group gatherings, all TCC professional learning will be delivered virtually as soon as practicable. It is the responsibility of each educator to ensure they have access to a device (laptop preferred) to participate in the virtual sessions. We will revise the professional learning schedule based on best-practice virtual learning pedagogy and CDC guidelines. For purposes of clarity, TCC's obligations under this contract shall be considered met when it makes its services available to the educator virtually. The educator's inability to participate in virtual sessions due to his/her/its failure to connect their device to the virtual sessions shall not be considered breach of contract by TCC.



It has been a pleasure working with you to bring this unique learning opportunity to your staff.

Our next steps area as follow. Let's:

- **Set up a time to review this proposal with an expert** to make sure it is exactly what you would like to provide to your colleagues and decision makers that will be involved in the process.
- **Hold dates with our facilitator(s)**, the earlier we can do this will assure that we can provide the work on the dates you need! We can hold dates without a signed contract.
- **Sign this proposal** to approve the plan found in this proposal and move to a formal contract.

Please contact us at your earliest convenience.

Warm Regards,

*Sarah Stevens*

Sarah Stevens

Exec. Director of Quality Implementation

The Core Collaborative

Mobile: 620-404-8782

Office: 619.432.CORE (2673)

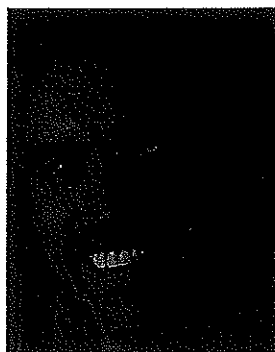
**Agreed and accepted by:**

Tracy Unified School District



## Company Contacts

We are here to support your system. Please reach out with any questions or concerns. Meet our sales and finance team below!



**Tony Francoeur**

Chief Financial Officer

858.688.1177

Tony@thecorecollaborative.com



**Brian Roy**

Exec. Director of Learning Partnerships

818.967.1674

Brian@thecorecollaborative.com



**Sarah Stevens**

Exec. Director of Quality Implementation

620.404.8782

Sarah@thecorecollaborative.com



**Leah Tierney**

Learning Network Specialist

620.249.7803

Leah@thecorecollaborative.com





## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 2, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development on Buy-Back Day and on Early Release Monday's during the 2023-2024 School Year

**BACKGROUND:** San Joaquin Office of Education has provided numerous professional development sessions to our teachers during district Buy Back Days in previous years.

**RATIONALE:** The San Joaquin County Office Education Team will provide professional development during Buy Back Day. The sessions offered are topics on culturally relevant teaching, grading for equity, creating effective and positive learning environments and supporting student participation in physical education. The county will also continue to offer professional development to our physical education teachers on Early Release Mondays during the 2023-2024 school year. This request meets district Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The cost for this training and support is not to exceed \$8,250 and will be paid by Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for Professional Development on Buy-Back Day and on Early Release Monday's during the 2023-2024 School Year.

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



**Memorandum of Understanding**  
**San Joaquin County Office of Education, Continuous Improvement and Support Department**  
**and Tracy Unified School District**

This agreement by and between the San Joaquin County Office of Education's Continuous Improvement and Support department, hereinafter referred to as SJCOE/CIS, and Tracy Unified School District, hereinafter referred to as TUSD, is for the purpose of developing and facilitating professional development sessions during TUSD's teacher buy back day.

The two parties, SJCOE/CIS and TUSD, mutually agree to the following terms and conditions for the 2023 – 2024 school year.

**I. SCOPE OF WORK**

**Teacher Buy Back Day (August 1, 2023)**

The CIS team will develop and facilitate two, 2-hour sessions on each of the following topics:

- Culturally Relevant Teaching
- Grading for Equity
- Building a Strong Tier One: Strategies in the General Education Classroom
- Creating Effective and Positive Learning Environments
- Supporting Student Participation in K-8 Physical Education

**Physical Education Professional Development**

The CIS team will research, develop, and facilitate four, 2 ½ hour sessions on supporting student engagement and participation in physical education, for K-8 grade teachers, on the following dates:

- September 25, 2023
- November 5, 2023
- January 22, 2024
- March 25, 2024

**II. TERMS OF AGREEMENT**

This agreement will be in effect July 1, 2023 – March 29, 2024

**III. COMPENSATION**

TUSD will pay SJCOE/CIS a total of \$8250 for the following professional learning services:

- Buy Back Day Aug. 1, 2023: \$750 each for three half-day, customized sessions, including preparation time (\$2250); \$1000 each for two half-day, customized sessions, including research, development, and preparation time (\$2000).
- Four (4) Monday afternoon sessions for K-8 PE teachers: \$1000 each for four half-day, customized sessions, including research, development, and preparation time (\$4000).

Payment will be made upon receipt of invoice and no later than March 29, 2024.

#### IV. CERTIFICATION OF NON-EMPLOYEE STATUS

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

B. SJCOE agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? Yes No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? Yes No

San Joaquin County Office of Education  
*Sally Glusing* 04/21/2023

Sally Glusing, Director I  
Continuous Improvement and Support, SJCOE

Tracy Unified School District

Erin Quintana, Director  
Tracy Unified School District

*Warren Sun* 04/21/2023

Warren Sun, Division Director  
Operations  
San Joaquin County Office of Education

Tania Salinas, Associate Superintendent  
Business Services  
Tracy Unified School District



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Ed Services  
**DATE:** May 2, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support to Provide Unconscious Bias Training During TTIP for New Teachers During the 2023-2024 School Year

**BACKGROUND:** San Joaquin County has been working with Tracy Unified School District (TUSD) teachers during the past two years. They have been providing professional development during Early Release Wednesdays with the focus on Unconscious Bias. TUSD seeks professional learning opportunities to support all new teachers with this training.

**RATIONALE:** The San Joaquin County Office of Education's Continuous Improvement Support Team will provide an unconscious bias workshop that has been researched, developed, and facilitated for the Tracy Teacher Induction Program (TTIP). This exploring unconscious bias together professional learning workshop will provide a helpful overview of unconscious bias and how it intersects in school settings with identity, diversity, equity, and inclusion. Sometimes referred to as implicit bias, or more recently automatic processing, unconscious biases are quick, involuntary associations all of our minds make, every day. In this workshop, we will explore how we can make our unconscious biases more conscious, so that we can make more thoughtful decisions in support of students and families.

The County Office will provide 1 hour of service during TTIP on July 20<sup>th</sup>. The workshops will support new TUSD teachers. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. 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 unconscious bias training is not to exceed \$700 and will be paid by Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training During TTIP for New Teachers During the 2023-2024 School Year.

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



**MEMORANDUM OF UNDERSTANDING**

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION  
and  
TRACY UNIFIED SCHOOL DISTRICT**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District School District, hereinafter referred to as "TUSD," is to provide professional learning for the 2023-24 school year focused on providing new teachers with an overview training on the topic of Unconscious Bias.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2023-2024 school year.

**I. SCOPE OF WORK**

- a. SJCOE CIS Department will provide the following services:

**Specific Days and Times:**

Date(s)	Location(s)	Topic	# of PD Days	Total Cost
7/20/23	Tracy Charter School	Unconscious Bias	1	\$700
Total Cost				\$700

**II. TERMS OF AGREEMENT**

- a. This agreement will be in effect from July 1, 2023 – June 30, 2024.

**III. COMPENSATION**

- a. Professional learning costs (which include preparation, travel, and materials).  
i. TUSD will pay SJCOE in the amount of \$700 within thirty (30) days of receipt of the invoice from SJCOE.

**IV. CHANGES TO THE MEMORANDUM**

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

**V. CERTIFICATION OF NON-EMPLOYEE STATUS:**

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of TUSD School District. TUSD School District agrees to indemnify and hold harmless the County Superintendent, Board of Education,



# SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Troy A. Brown, Ed.D., County Superintendent of Schools

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

officers, agents, and employees of SJCOE against any and all claims, which may result from this agreement.

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

Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? •Yes •No

Have you or any of your employees previously been employed by the SJCOE? •Yes •No

Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member?  
If yes, which system? (CalPERS) (CalSTRS) •Yes •No

Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree?  
If yes, which system? (CalPERS) (CalSTRS) •Yes •No

*Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employees name, SSN#.*

## VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

### SAN JOAQUIN COUNTY OFFICE OF EDUCATION

*Lauren Dietrich*

05/08/2023

Lauren Dietrich, Director II  
Continuous Improvement and Support  
San Joaquin County Office of Education

*Warren Sun*

05/08/2023

Warren Sun, Div. Director of Operations  
Operations  
San Joaquin County Office of Education

### TUSD SCHOOL DISTRICT

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

Jullanna Stocking  
Associate Superintendent of Educational Services  
Tracy Unified School District



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

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

As an agent of The San Joaquin County Office of Education, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated 08/01/2023.

*Warren Sun*

Division Director of Operations

05/01/2023

Name

Title

Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 8<sup>th</sup>, 2023  
**SUBJECT:** **Approve Agreement for Contract Services with A Plus Academic Center for in-person and virtual tutoring services for Students experiencing Housing Insecurity and in the Foster Care System for the remainder of the 2022-2023 School Year**

**BACKGROUND:** In support of the on-going effort to improve student achievement for the most at-risk student populations, particularly student experiencing housing insecurity and in the foster care system, A Plus Academic Center will provide in-person and virtual homework help and tutoring services to serve as an academic intervention. Per the McKinney-Vento Homeless Assistance Act of 1987, LEAs are required to ensure that unhoused students have access to a free and appropriate public education. Based on the unique challenges these students face, equitable accessibility is especially critical for these students.

**RATIONALE:** The impact of COVID-19 continues to compound existing challenges found among students experiencing housing insecurity and in the foster care system. A Plus Academic Center is a company located in Tracy, which will allow families to coordinate sessions during the evenings and weekends. Each student can receive 3 hours of homework help and/or tutoring services per week, as needed. A Plus Academic Center and Prevention Services will monitor weekly student attendance and hours used. This service is in alignment with TUSD's LCAP Goal#1 Action 36: Intervention for Foster/Homeless Support.

**FUNDING:** Fees shall not exceed \$20,000.00. Services will be paid with TUSD Title 1 Part A funds.

**RECOMMENDATION:** Approve Agreement for Contract Services with A Plus Academic Center for additional in-person and virtual tutoring services for Students experiencing Housing Insecurity and in the Foster Care System during the 2022-2023 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention 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 A Plus Academic Center, 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: Continue to provide in-person and virtual homework help and tutoring services for student experiencing housing insecurity and in the foster care system for the remainder of the 2022-2023 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 444 ( ) ☒ **HOURS** [ ] **DAYS**, under the terms of this agreement at the following location A Plus Academic Center.

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

- a. District shall pay \$<sup>45</sup>                     per ☒ **HOURLY** [ ] **DAY** [ ] **FLAT RATE**, not to exceed a total of \$19,980.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 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 May 24, 2023, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [☒] WILL [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 5<sup>th</sup>, 2023  
**SUBJECT:** Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Mental Health Services to Central Elementary School, George Kelly School and Kimball High School for the 2023 Summer School Program

**BACKGROUND:** Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to be successful academically.

**RATIONALE:** Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 interventions are targeted along with behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Sow A Seed Community Foundation to provide Tier 2 school-based Mental Health, Social, Emotional and Behavioral support services.

**FUNDING:** Total cost for Sow A Seed Community Foundation will not exceed \$30,204.00. Services will be paid with TUSD ESSER 3 Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Sow A Seed Community Foundation and to provide Mental Health Services to Central Elementary School, George Kelly School and Kimball High School for the 2023 Summer School Program.

**Prepared by:** Samia Basravi, Coordinator of Prevention 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 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: Provide school-based mental health and behavioral health support services during 2023 Summer School to the following school sites: Central Elementary School, Kelly School and Kimball High School.  
Assigned Mental Health Specialist (MHS) will provide Tier 2 support to students who are experiencing social, emotional or behavioral concerns.  
Invoices will be paid with proof of services through the collection of student attendance.

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 19 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location See Above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$30,204.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$30,204.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on June 5, 2023, and shall terminate on June 30, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Samia Basravi, at (209) 830-3218 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Address

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 3, 2023  
**SUBJECT:** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant

**BACKGROUND:** Tracy Unified School District (TUSD) has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components include high-quality preschool for approximately 16 students, child and adult literacy activities, kindergarten transition programs during the spring, parent education and involvement opportunities, and articulation between early childhood and elementary school programs.

**RATIONALE:** Approving the contract for Building Literacy Together will allow the District to continue and expand the services offered to children ages zero to five, their parents, and caregivers. Building Literacy Together helps prepare children and families for the transition into elementary school and builds children's school readiness skills by increasing access to preschool, supporting adult/child literacy, providing transition programs for incoming kindergarten students, offering community-based parent education programs, and promoting articulation between preschool and elementary school staff. Funding will allow TUSD to offer a preschool program at Villalovoz Elementary School. This aligns with District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers. The contract between TUSD and Building Literacy Together is attached here as a separate cover in addition to the Building Literacy Together Scope of Work, Budget Request Form and Budget Narrative.

**FUNDING:** There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$259,966. for the period July 1, 2023 to June 30, 2024.

**RECOMMENDATION:** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant.

**Prepared by:** Dr. Mary Petty, Director of Continuous Improvement.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 9, 2023  
**SUBJECT:** **Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2023-2024 School Year**

**BACKGROUND:** Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, please find the dates and functions recommended for approval.

**RATIONALE:** Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align 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. 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 Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

**RECOMMENDATION:** Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2023-2024 School Year.

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

# Tracy High School

## Agriculture Department/FFA Travel Schedule

### 2023-2024

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/13-14/23 (Thur-Fri)	FFA Officer Retreat TBD (Out of District, teachers & students)	FFA & FFA Foundation Students
7/13-30/23 (Thur-Sun)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/23/23 (Wed)	Delta Cal Meeting (Fall) East Union H.S. Manteca, CA (Out of District, teachers)	FFA CTE/Perkins Ag Incentive Grant
9/20/23 (Wed)	Chapter Officer Leadership Conf WHS, Tracy, CA (Teachers and students)	FFA AG District Funds Ag Incentive Grant
9/27/23 (Wed)	Opening and Closing Speech Contest Stockton, CA (Out of District, Teachers and Students)	FFA CTE/Perkins Ag Incentive Grant
10/4/23 (Wed)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA CTE/Perkins Ag Incentive Grant
10/1/23 thru May 2024	Project Visits – observe student’s work Various student homes (Teachers and students)	FFA FFA Foundation
10/4-8/23 (Wed-Sun)	Grand National’s Livestock Show Daly City, CA (Out of District, Teacher & Students)	CTE/Perkins AG Incentive/Students FFA Foundation

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/19/23 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA CTE/Perkins
10/31-11/5/23 (Tue-Sun)	National FFA Convention Indianapolis, IN (Out of state/overnight, teachers and students)	FFA Foundation CTE/Perkins Students Ag Incentive Grant
11/6-8/23 (Mon-Wed)	New Professionals Institute Fresno, CA (Out of district/overnight, teachers)	CTE/Perkins Ag Incentive Grant
11/15/23 (Wed)	CATA Administrators Night TBD (Teachers and Admin.)	FFA Foundation
11/17-18/23 (Fri – Sat)	CATA Regional Meeting & Road Show Phoenix, Arizona (Out of District/overnight, teachers)	Ag Incentive Grant CTE/Perkins
11/27-12/2/23 (Mon-Sat)	NAAE (Nat'l. Assn. Ag Teachers) Conference New Orleans, LA (Out of State/overnight, teachers)	FFA Foundation CTE Ag Incentive Grant
12/2/23 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
1/12-13/24 (Fri-Sat)	Made for Excellence Leadership Seminar Sacramento, Ca (Out of district, overnight, teachers & students)	FFA Ag Incentive Grant CTE/Perkins
1/8/24 Thru 4/30/24	Ag Proficiency Classes (Various days) MJC or Delta College (Out of district, teachers and students)	FFA Ag Incentive Grant

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/11/24 (Thur)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
1/20/24 (Sat)	Reedley Mid-Winter Field Day Reedley, CA (Out of District, teachers and students)	FFA Students
1/29/24 (Mon)	BIG Co-Ops Speaking Contest WHS – Tracy, CA (Teachers and students)	FFA FFA Foundation
1/31/24 (Thur)	FFA State Degree Scoring Interview Contest/Record Books Ripon, CA (Out of district, teachers and students)	FFA Ag District Funds
2/3/24 (Sat)	Arbuckle Field Day Arbuckle, CA (Out of district, overnight, teachers and students)	FFA Students
2/3/24 (Sat)	FFA Foundation Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/5/24 (Mon)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers)	FFA AG District Funds
2/8/24	Field Trip TBD (Out of district, teaches and students)	CTE/Perkins FFA Foundation Ag Incentive Grant
2/2-3/24 (Fri-Sat)	Chico State Field Day Chico, CA (Out of district, overnigher, teachers, and students)	FFA Students
2/15/24 (Thur)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/17/24 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/20/24 (Tue)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP/CTE
2/24/24 (Sat)	FFA/CATA Central Region Meeting Los Banos, CA (Out of district, teachers and students)	Ag District Funds
2/27-3/1/24 (Tue-Fri)	Sacramento FFA Leadership Conf Sacramento, CA (Out of district, teachers and students)	FFA CTE/Perkins AG Incentive Grant
2/29/24 (Thur)	Feeder School Presentations Various Middles Schools Tracy, CA (Teachers and Students)	FFA Ag District Funds
3/8/24 (Fri)	Regional FFA Speech Contest MJC, Modesto, CA (Out of district, teachers and students)	FFA CTE/Perkins FFA Foundation
3/20-22/24 (Wed-Fri)	Ag Council of California Conference Monterey, CA (Out of District, teachers)	CTE Carl Perkins
3/1-2/24 (Fri-Sat)	UC Davis Field Day Davis, CA (Out of district, overnight teachers and students)	FFA Students
3/9/24 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA Students
3/9/24 (Sat)	Dinuba Vet Science/Floral Contests Merced/Dinuba, CA (Our of district, teachers and students)	FFA FFA Foundation

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/15-16/24 (Fri-Sat)	Central Reg. FFA Officer Screening MJC Modesto, CA (Out of District, teachers and students)	FFA CTE/Perkins
3/21-24/24 (Thur-Sun)	FFA State Leadership Conference Sacramento, CA (Out of district, overnight, teachers and students)	FFA/Students Ag Incentive Grant CTE/Perkins FFA Foundation
3/16/24 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA Students
4/4/24 (Thur)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of district, teachers and students)	FFA ROP
4/10/24 (Wed)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag District Funds
4/6/24 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA
4/6/24 (Sat)	Consumnes River College Field Day Consumnes River, CA (Out of district, teachers and students)	FFA
4/18-20/24 (Thur - Sat)	Fresno Field Day Fresno, CA (Out of district, overnight teachers and students)	FFA
4/25/24 (Thur)	Delta-Cal Sectional Meeting/FFA Officer Election Delta College Stockton, CA (Out of district, teachers and students)	FFA
4/30/24 (Tue)	FFA Regionals/State Degree Ceremony Delta College, Stockton, CA (Out of district, teachers and students)	FFA CTE/Perkins

<u>Date</u>	<u>Function</u>	<u>Funding</u>
5/2/24 (Thur)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/3-5/24 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers & students)	CTE/Perkins FFA/Students FFA Foundation Ag Incentive Grant
5/14/24 (Tue)	Field Trip TBD (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant
6/6/24 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of district, teachers and students)	FFA FFA Foundation
6/13-14/24 (Thur-Fri)	FFA Officer Leadership Retreat Location -TBD (Out of District, overnight, teachers and students)	FFA FFA Foundation
6/8-16/24 (Sat-Sun)	AG Fest/S.J. County Fair Stockton, CA (Out of District, teachers and students)	FFA FFA Foundation
6/23-27/24 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag District Funds ROP/CTE Ag Incentive Grant

**\*\* It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time.**

**\*\*\*Due to the Sectional, Regional and State CATA committees, these dates may change.**



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 9, 2023  
**SUBJECT:** Approve all Out of State, Overnight, and Out of District Travel for West High AG/FFA Teachers and Students for the 2023-2024 School Year

**BACKGROUND:** Students and personnel of the West High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Attached, on separate page, please find the dates and functions recommended for approval.

**RATIONALE:** Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align 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. 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 Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Funding for the activities are District funds, Carl Perkins, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

**RECOMMENDATION:** Approve all Out of State, Overnight, and Out of District Travel for West High AG/FFA Teachers and Students for the 2023-2024 School Year.

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

## Merrill F. West Agriculture Department

[mhepner@tusd.net](mailto:mhepner@tusd.net)

April 24, 2023

Dear Ms. Lee and Mr. Henderson,

This is a list of dates requiring overnight approval for California Agriculture Teachers Association (CATA) and FFA Central Region, State or National FFA association events for the upcoming school year. Please help me to attain coverage for these dates. If you have any concerns or questions regarding this list, please let me know.

### **2023-2024 Overnight Approval Dates**

August 12, 2023 – SOLC Conference – 1 Staff - 7 students

September 30<sup>th</sup>, 2023 Plymouth Horse Show – 1 Staff and 5 students

October 31, 2023 National FFA Convention in Indianapolis, ID – 2 Staff and 10 Students

November 1, 2023 National FFA Convention in Indianapolis, ID – 2 Staff and 10 Students

November 2, 2023 National FFA Convention in Indianapolis, ID – 2 Staff and 10 Students

November 3, 2023 National FFA Convention in Indianapolis, ID – 2 Staff and 10 Students

November 4, 2023 National FFA Convention in Indianapolis, ID – 2 Staff and 10 Students

January 12, 2024 - MFE/ALA - 3 staff and Students- Subject to availability

January 19, 2024 - MFE/ALA - 3 staff and Students- Subject to availability

January 21, 2024 - MFE/ALA - 3 staff and Students- Subject to availability

February 27, 2024 – SLE Conference – No Staff – 3 Students

February 28, 2024 – SLE Conference – No Staff – 3 Students

February 29, 2024 – SLE Conference – No Staff – 3 Students

March 20, 2024 - State FFA Conference – 5 staff – 12 students

March 21, 2024 - State FFA Conference – 5 staff – 12 students

March 22, 2024 - State FFA Conference – 5 staff – 12 students

March 23, 2024 - State FFA Conference – 5 staff – 12 students

March 24, 2024 - State FFA Conference – 5 staff – 12 students

April 24, 2024 – State Speaking - 1 staff

May 3, 2024- Cal Poly State Finals – 5 staff -16 students

May 4, 2024- Cal Poly State Finals – 5 staff -16 students

June 18, 2024 – Ione Officer Retreat – 6 staff-10 students

June 19, 2024 – Ione Officer Retreat – 6 staff-10 students

June 20, 2024 – Ione Officer Retreat – 6 staff-10 students

July 19, 2024 – Fresno Change Maker – 1 staff – 5 students

July 20, 2024 – Fresno Change Maker – 1 staff – 5 students

July 21, 2024 – Fresno Change Maker – 1 staff – 5 students



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** April 21, 2023  
**SUBJECT:** Approve Agreement for Contract Services between IXL and George Kelly Elementary School to Provide IXL Site License in ELA, Math, and Science for the 2023-2023 School Year

**BACKGROUND:** George Kelly Elementary School has a need for continued intervention in reading and math. We have utilized IXL for the past two school years in several different ways. IXL is a digital learning platform that is tailored to each student's specific subject, topic, and curriculum needs. The curriculum-based program includes a real-time diagnostic, actionable analytics, and personalized guidance that gives educators the tools to provide intervention with an extremely focused outcome. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year. The site license also includes site professional development for staff members.

**RATIONALE:** Based on school wide assessment data, FastBridge assessments, and teacher feedback, we need to provide tiered 2 and 3 supports for students to meet our student's intervention needs. During the 2023-2024 school year it is a school wide goal for each student (K-8) to use IXL for a minimum of 15 minutes per day to work on academic skills. We will utilize IXL to track progress and celebrate growth.

**FUNDING:** The cost is not to exceed \$20,475.00 and will be paid from ELOG funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between IXL and George Kelly Elementary School to Provide IXL Site License in ELA, Math, and Science for the 2023-2024 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

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

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

- a. District shall pay \$ 20,475.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 20,475.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2023, and shall terminate on July 1, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Brittani Ryan, at (209) 830-3390 ext: 5655 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☐ ] WILL [ ☒ ] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

<u><i>Paul Mink</i></u>	CEO
Contractor Signature	Title
<u>94-3321802</u>	
IRS Identification Number	
<u>Chief Executive Officer</u>	
Title	
<u>IXL Learning Inc.</u>	
Address	
<u>777 Mariners Island Blvd., Suite 600</u>	
<u>San Mateo, CA 94404</u>	

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** April 26, 2023  
**SUBJECT:** **Approve Service Agreement with the SJCOE to Provide Technical Assistance and Support to North and Duncan Russell Schools as part of the CSI Grant for the 2023-2024 School Year**

**BACKGROUND:** The Every Student Succeeds Act (ESSA) requires State educational agencies to determine school eligibility for Comprehensive Support and Improvement (CSI). Local Educational Agencies (LEAs) with schools that meet the criteria for CSI must collaborate with educational partners to locally develop and implement a plan to improve student outcomes.

County offices of education (COE), in this case, the San Joaquin County Office of Education (SJCOE) also plays a role in providing technical assistance and support to LEAs within its county that serve schools that meet the criteria for CSI. California will use the California School Dashboard (Dashboard) to determine school eligibility for and exit criteria from CSI. School eligibility and exit are determined for the following categories of schools: 1) Low graduation rate and 2) Not less than the lowest-performing five percent of Title I-funded schools. TUSD's North School and Duncan Russell Community Day School both qualify for CSI designation under the above criteria.

**RATIONALE:** The SJCOE Continuous Improvement and Support Office (CIS) will provide professional development sessions during TUSD's teacher Buy Back Day, focusing on school data review and analysis (state and local data); identification of evidence-based interventions to address data findings and collaborative development of CSI implementation activities in alignment with each school's School Plan for Student Achievement (SPSA). The SJCOE will work with school administration and staff to first do a deep dive of pertinent school data, so site staff understands what data is being used to determine identification for CSI funds. Secondly, data analysis tools and techniques will be used to then identify root causes of concern areas. Finally, San Joaquin County Office of Education's CIS Department will work with school administration and staff to identify and develop evidence-based strategies and interventions and utilize both internal interventions and outside contractors for improvements.

TUSD's Continuous Improvement, State and Federal Programs Office will continuously work as a liaison between and support between the site administration and the County Office of Education using data analysis tools, identifying root causes of concern areas for each school, and ensuring

funding for improvement plans are executed in a timely manner. Additionally, TUSD's Continuous Improvement, State and Federal Programs Department will ensure that all plans to support overall student and school improvement are clearly aligned in the school site plans for both Duncan Russell Community Day School and North Elementary School. This Agenda Item supports all three District Goals: 1. Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. 2. Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential. 3. Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The cost for these services will not exceed \$4,000.00 and will be paid using CSI Grant Funds.

**RECOMMENDATION:** Approve Service Agreement with the SJCOE to Provide Technical Assistance and Support to North and Duncan Russell Schools as part of the CSI Grant for the 2023-2024 School Year.

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



**Memorandum of Understanding**  
**San Joaquin County Office of Education, Continuous Improvement and Support Department**  
**and Tracy Unified School District**

This agreement by and between the San Joaquin County Office of Education's Continuous Improvement and Support department, hereinafter referred to as SJCOE/CIS, and Tracy Unified School District, hereinafter referred to as TUSD, is for the purpose of developing and facilitating professional development sessions during TUSD's teacher buy back day.

The two parties, SJCOE/CIS and TUSD, mutually agree to the following terms and conditions for the 2023 – 2024 school year.

**I. SCOPE OF WORK**

The CIS team will develop and facilitate two, 2-hour sessions for both Duncan Russell Community Day School and North Elementary School, on the following topics:

- School data review and analysis (state and local data)
- Identification of evidence-based interventions to address data findings
- Collaborative development of CSI implementation activities in alignment with SPSA

**II. TERMS OF AGREEMENT**

This agreement will be in effect July 1, 2023 – June 30, 2024

**III. COMPENSATION**

TUSD will pay SJCOE/CIS a total of \$4000 for the following professional learning services:

- North Elementary: \$1000 for two half-day, customized sessions, including preparation time (\$2000)
- Duncan Russell Community Day School: \$1000 for two half-day, customized sessions, including preparation time (\$2000)

Payment will be made upon receipt of invoice and no later than June 30, 2024.

**IV. CERTIFICATION OF NON-EMPLOYEE STATUS**

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

B. SJCOE agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits.



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

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

Are you, any of your employees or sub-contractors a CalSTRS or CalPERS retiree? ☐ Yes ☐ No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS? ☐ Yes ☐ No

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION    TRACY UNIFIED SCHOOL DISTRICT**

\_\_\_\_\_  
Sally Glusing, Director I  
Continuous Improvement and Support  
San Joaquin County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Petty, Director  
Continuous Improvement, State & Fed Programs  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Warren Sun, Division Director  
Operations  
San Joaquin County Office of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tania Salinas, Associate Superintendent  
Business Services  
Tracy Unified School District

\_\_\_\_\_  
Date

**EDUCATE • INNOVATE • INSPIRE**

Post Office Box 213030 • Stockton, CA 95213-9030 • (209) 468-4800 • www.sjcoe.org



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 1, 2023  
**SUBJECT:** **Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation**

**BACKGROUND:** In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. The STEM Division of the San Joaquin County Office of Education (SJCOE) has been working with TUSD's STEM Project Co-Directors to identify areas of need to support and accelerate STEM learning in TUSD. Effective STEM implementation necessitates expert content support from SJCOE in a variety of areas that address the needs of administrators, teacher-leaders, teachers, and students:

- support the development of Science Scope and Sequence documents for grades PK-12
- support the development of NGSS aligned district assessments for grades K-12
- provide NGSS professional development for PK-12 teachers and Instructional Leadership Teams
- provide computer science professional learning to directly support the teaching of STEM units
- provide lesson study facilitation and training

**RATIONALE:** To effectively implement TUSD's STEM EIR award from US Ed requires

- A science scope and sequence for each grade/science course that addresses the CA NGSS standards and outlines the use of board adopted core instructional materials, STEM units, and supplemental instructional materials
- District Science assessments that are aligned to the scope and sequence for each grade/science course
- Knowledgeable Instructional Leadership Team members regarding the content and effective pedagogy to teach NGSS
- Knowledgeable teachers who understand computer science standards and how to effectively teach them,

- STEM Coordinators and Teacher Leaders who are well versed in lesson study facilitation

SJCOE will work with TUSD's STEM and Professional Learning staff to develop and grow district capacity that supports STEM implementation.

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; 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 SJCOE STEM support services is not to exceed \$54,400 and will be paid by LCFF.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation.

**Prepared by:** Dean Reese, Director of PreK-12 STEM and Local Assessment.

# 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 San Joaquin County Office of Education's STEM Division \_\_\_\_\_, 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: Support the development of Science Scope and Sequence documents for grades PK-12, support the development of NGSS aligned district assessments for grades K-12, provide NGSS professional development for PK-12 teachers and Instructional Leadership Teams, provide computer science professional learning to directly support the teaching of STEM units, and provide lesson study facilitation and training.

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 54.4 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location \_\_\_\_\_.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$54,400 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$54,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 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, Dean Reese, at (209) 830.3275 x1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 5, 2023  
**SUBJECT:** Approve Staffing Service Agreement between 3Chords Inc. and Therapy Travelers LLC collectively DBA Epic Special Education Staffing (ESES) and Tracy Unified School District for the 2023-2024 School Year

**BACKGROUND:** Special Education students may require Speech and Language Pathologists (SLP), Speech and Language Pathologist Assistants (SLPA), Board Certified Behavioral Analyst (BCBA), Registered Behavioral Therapists (RBT), Occupational Therapists (OT), Certified Occupational Therapy Assistants (COTA), and Special Education Teacher services as part of their Individual Education Plan (IEP). These providers help improve student's academic, behavioral, fine motor, sensory, communication, and development skills and are required per the student's Individual Education Plan (IEP).

**RATIONALE:** Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. 3Chords Inc. and Therapy Travelers LLC collectively DBA Epic Special Education Staffing (ESES) will provide Special Education services to students at their school sites. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The total cost for 3Chords Inc. and Therapy Travelers LLC collectively DBA Epic Special Education Staffing (ESES) will not exceed \$700,000 for 2023-2024.

**RECOMMENDATION:** Approve Staffing Service Agreement between 3Chords Inc. and Therapy Travelers LLC collectively DBA Epic Special Education Staffing (ESES) and Tracy Unified School District for the 2023-2024 School Year.

**Prepared by:** Sean Brown, Director, Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 15, 2023  
**SUBJECT:** Ratify Approval of Contract Agreement for SJCOE at Villalovoz Elementary School

**BACKGROUND:** The SJCOE Mathematics department provides professional learning services for teachers, instructional leaders, and administrators. The department's mission is to promote high-quality mathematics instruction in San Joaquin County by providing professional learning in the California State Standards for Mathematics in the areas of curriculum, instruction, 21st century pedagogy, and assessment. Services include customized professional learning, on-site instructional coaching, lesson study, and the most up-to-date information on the state of mathematics education.

**RATIONALE:** The California Common Core State Standards: Mathematics call for learning mathematical content in the context of real-world situations, using mathematics to solve problems, and developing "habits of mind" that foster mastery of mathematics content as well as mathematical understanding. The standards for higher mathematics reflect the knowledge and skills that are necessary to prepare students for college and careers and productive citizenship. SJCOE Math Department provides professional learning in the California State Standards for Mathematics in the areas of curriculum, instruction, 21st century pedagogy, and assessment. They provided five (5) forty-minute sessions for kindergarten through fifth grade teachers during the Buy Back Day on January 27, 2023. In addition, follow-up instructional coaching has been provided to individual teachers upon request. This aligns with Strategic Goal #1 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:** San Joaquin County Office of Education will be paid \$1,200.00, funded through Title I funds.

**RECOMMENDATION:** Ratify Approval of Contract Agreement for SJCOE at Villalovoz Elementary School.

**PREPARED BY:** Marji Baumann, Principal, Villalovoz 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 San Joaquin County Office of 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: 5 forty minutes sessions working with teachers, kindergarten through fifth grade on math strategies to improve conceptual understanding of math concepts.

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 ( ) | 1 HOURS | ☒ DAYS, under the terms of this agreement at the following location Villalobos 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 \$ \$1,200 per | 1 HOUR | 1 DAY | ☒ FLAT RATE, not to exceed a total of \$ 1,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | 1 SHALL | ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a | ☒ MONTHLY PROGRESS BASIS | 1 SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 27, 2023, and shall terminate on January 27, 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, Marji Baumann, at ( 209 ) 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [ ☒ ] **WILL** [ ☐ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

# San Joaquin County Office of Education

Program Business Services  
P.O. Box 213030  
Stockton, CA 95213  
(209)468-4800

Direct any questions to the Program Business Services at (209)468-4800

## CUSTOMER INVOICE

Villalovoz School  
1550 Cypress Dr  
Tracy, CA 95376

ready

Invoice # **ARD23-02804**  
Invoice Date 04/04/2023  
Due Date 06/30/2023  
Customer # 000059  
Contract/Reference #

Description	Qty	Unit	Unit Price	Amount
For Kelly Russell support for Villalovoz Elementary (Marji Baumann - principal) Buy Back day January 27, 2023	1.00		1,200.00	1,200.00

5 - 40 minute sessions with plan/prep

different grade level collaborations for support

Questions, please contact Lorena Lopez - lolopez@sjcoe.net or  
(209) 468-9177.

Non-Taxable Total	1,200.00
<b>BALANCE DUE</b>	<b>\$1,200.00</b>

Okay to  
Pay  
**MAY 04 2023**

-----Detach this portion or make a copy of the invoice and mail it with the payment-----

District Account Number	Account Amount
01- 0000- 0- 0000- 0000- 8689- 705- 6845	1,200.00

Please make checks payable to: San Joaquin County Office of Education/Program Business Services

Mail to:

San Joaquin County Office of Education  
Program Business Services  
P.O. Box 213030  
Stockton, CA 95213

Invoice # **ARD23-02804**  
Amount Due **\$1,200.00**  
Customer # **000059**

Program Copy



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 5, 2023  
**SUBJECT:** **Approve Master Contract with ATX Learning for Special Education Teachers, Psychologists, RBT's, and Para's for the 2023-2024 School Year**

**BACKGROUND:** Special Education students may require Special Education teacher services as part of their Individual Education Plan (IEP). These providers: Special Education teachers help improve student's academic development skills. Many of our Special Day class students have Special Education teacher services written into their IEP and several more are awaiting assessments. ATX Learning provides Special Education teacher services with a licensed provider as required by the student's IEP.

**RATIONALE:** Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. ATX Learning will provide Special Education services to students at their school sites. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2023-2024 regular school year and related services will not exceed \$700,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract with ATX Learning for the 2023-2024 School Year.

**Prepared by:** Sean Brown, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 5, 2023  
**SUBJECT:** Approve Additional Funding for Contract Service Agreement with Excel Interpreting LLC for the 2022-2023 School Year

**BACKGROUND:** Board approval is requested to contract with Excel Interpreting LLC. The District's Special Education Department would like to contract with Excel Interpreting LLC for the 2022-2023 school year to provide translation of documents as well as interpretation in-person, on-line and telephone.

**RATIONALE:** Tracy Unified School District must offer a continuum of services. This request supports the districts Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expense for this contract will be \$5,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve additional funding for contract services with Excel Interpreting LLC for the remainder of the 2022-2023 school year.

**Prepared by:** Sean Brown, Director, Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Excel Interpreting & Translating 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: Provide translation of documents as well as interpretation in person, on-line, and telephone (at parent request). These services are for parents who need interpretation at school and district meetings.

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 up to thirty (30) ( ) ☒ **HOURS** | | **DAYS**, under the terms of this agreement at the following location \_\_\_\_\_.

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

- a. District shall pay \$ see #1 per | | **HOUR** | | **DAY** ☒ **FLAT RATE**, not to exceed a total of \$5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] **SHALL** ☒ **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 \$ 200.00 for the term of this agreement.
- c. District shall make payment on a | | **MONTHLY PROGRESS BASIS** ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

<i>Koy Saephan</i>	Founder/CEO
Contractor Signature	Title
27-2244933	
IRS Identification Number	
Founder/CEO	
Title	
2081 Arena Blvd, Suite 260	
Address	
Sacramento, CA 95834	

Tracy Unified School District

Date

Account Number to be Charged

Special Education Department

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:** May 5, 2023  
**SUBJECT:** Approve Contract Service Agreement between Faith In Action Community Education Services (F.A.C.E.S.) for Mental Health Counselors, BCBA's, RBT's, SLP's, SLPA's, OT's, COTA's, CPI Trainers and Academic Tutors 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, and assessments for diverse students.

**RATIONALE:** Faith In Action Community Education Services (F.A.C.E.S.) is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. There is no cap on the number of students they can service. They will provide group therapy services that include 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 Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Expenses for the 2023-2024 regular school year and related services will not exceed \$1,500,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Contract Service Agreement between Faith In Action Community Education Services (F.A.C.E.S.) for Mental Health Counselors, BCBA's, RBT's, SLP's, SLPA's, OT's, COTA's, CPI Trainers and Academic Tutors for the 2023-2024 School Year.

**PREPARED BY:** Sean Brown, Director of Special Education.

**TRACY UNIFIED SCHOOL DISTRICT**

1875 W. Lowell Ave., Tracy, California 95376

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 staffing for Mental Health Counselors, Speech & Language Pathologists (SLPs), Speech & Language Pathologist Assistants (SLPAs), Occupational Therapists (OT), Board Certified Behavior Analysts (BCBA), Registered Behavior Technician (RBT), Certified Occupational Therapy Assistants (COTA), CPI Trainers and Academic Tutors 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 200 ( ) | **HOURS** | ☒ | **DAYS**, under the terms of this agreement at the following location District Wide.
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 ☒ | **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 1,500,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] **SHALL** | ☒ | **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
  - c. District shall make payment on a ☒ | **MONTHLY PROGRESS BASIS** | | **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Sean Brown, at ( ) 209-830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ☒ ] **WILL** | [ ☐ ] **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

# AGREED:

DocuSigned by:

Joshua Brown  
 Contractor Signature  
 830,818,579.00  
 IRS Identification Number  
 CEO  
 Title  
 401 East Main Street, Stockton CA, 95202  
 Address

Tracy Unified School District

Date

Account Number to be Charged

Tania Salinas

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:** May 15, 2023  
**SUBJECT:** Approve the CARE Program MOU at WHS for the 2023-2024 School Year

**BACKGROUND:** During the 2022-2023 school year, West High School Admin Team began exploring the CARE Program facilitated by the San Joaquin County Office of Education and physically hosted at comprehensive High School Campuses to support identified 9<sup>th</sup> grade students with an alternative program to assist in positively acclimating to High School. The program is aimed at 8<sup>th</sup> grade students that socially promote, have attendance challenges, or need extra support bridging to high school. Presently, 26% of 9<sup>th</sup> grade students are credit deficient (113 students), and 4% of 9<sup>th</sup> grade students have earned no credits at all (34 students). This program will address the needs of students who have been socially promoted to 9<sup>th</sup> grade and will ensure that they have a successful transition to high school so that they earn all of their credits their freshman year and break the cycle of academic failure.

Community Active Response to Education (CARE) is A joint educational program between the San Joaquin County Office of Education and local School Districts. Students are dually enrolled with School District and SJCOE. Students learn in a community classroom on a traditional school campus with the goal of supporting students who were not successful academically in prior school years. The majority of instruction in core academic courses will occur in one classroom with the CARE teacher, and students will push out to take their PE elective.

**RATIONALE:** The approved CARE Program at West High School will provide up to 22 selected students, an alternative program to acclimate positively to 9<sup>th</sup> grade. The goal of the program is to support students in their 9<sup>th</sup> grade year and to stay in a Comprehensive High School setting and transition to a fully integrated master schedule over time.

## CARE Program Description:

- The program is for 22 (max) 9<sup>th</sup> graders and will be facilitated by the county.
- Students would be enrolled in a full 6-period day to include one County teacher to support core content subjects, and an elective or PE provided by TUSD teachers.
- Teachers use school adopted curriculum
- Student progress tracking all 4 years

- Eligible for summer school all 4 years of high school
- Staff from both CARE and high school will support students
- Individual support and instruction
- Tutoring opportunities
- Increased parent-teacher communication
- Teacher gets to know the student's learning gaps
- Parent can discuss core instruction with 1 teacher
- Field trips and activities
- Built in SEL curriculum

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 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:** The CARE Program will be funded by San Joaquin County of Education and will be of no cost to TUSD.

**RECOMMENDATION:** Approve the CARE Program MOU at WHS for the 2023-2024 School Year.

**PREPARED BY:** Annabelle Lee, Principal of West High School.



## **SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

Troy A. Brown, Ed.D., County Superintendent of Schools

### **MEMORANDUM OF UNDERSTANDING BETWEEN SAN JOAQUIN COUNTY OFFICE OF EDUCATION AND TRACY UNIFIED SCHOOL DISTRICT JULY 1, 2023 THROUGH JUNE 30, 2024**

#### **PARTIES**

This Memorandum of Understanding (MOU) is entered into between the San Joaquin County Office of Education hereinafter referred to as SJCOE and Tracy Unified School District School District, hereinafter referred to as DISTRICT.

#### **PURPOSE**

Whereas, SJCOE and DISTRICT have worked together to meet the needs of children in San Joaquin County, and;

Whereas, SJCOE and DISTRICT desire to jointly operate a community school pursuant to the California Education Code, section 1981 authorizing the establishment of county community schools, therefore;

Be it resolved that the SJCOE and DISTRICT shall operate a community school in Tracy, California (West High School Campus), under the authority of the San Joaquin County Board of Education consistent with all provisions of California law applicable to community schools and SJCOE's applicable Board Policies and Administrative Rules and Regulations (ARRs), except as otherwise specified herein.

#### **OPERATIONAL AGREEMENT**

SJCOE agrees to do the following:

- Operate the CARE Intervention/Diversion Program (CARE Program) as a community school for students referred by the DISTRICT and approved by San Joaquin County Probation as eligible for services under Section 654 of the Welfare and Institutions Code, served by SJCOE with SJCOE entitled to and claiming the Average Daily Attendance (ADA)

and California Basic Educational Data System (CBEDS) information as well as enrolling students with SJCOE Statewide Student Identifier (SSID) numbers.

- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SJCOE Board Policies and ARR.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide professional development consistent with the DISTRICT professional development plan.
- Provide classroom furniture for students and teacher.
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE students, as provided to other students.
- Provide CARE students access to lunch with peers, physical education classes, electives, and extra curricular activities according to the school site student handbook.
- Provide to the Superintendent all attendance and other information necessary to complete the state reports.
- Administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment, and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

## **JOINT RESPONSIBILITIES**

The CARE teacher, a SJCOE administrator, and a DISTRICT administrator will:

- 1) Agree on initial selection of students for CARE based on a review of attendance, academic and behavioral data;
- 2) Determine the appropriateness of placement in the CARE program for students with disabilities and provide services according to the pre-existing MOU with the DISTRICT.

## **FISCAL**

SJCOE shall receive Local Control Funding Formula (LCFF) based on ADA for students enrolled in the CARE Program (CARE ADA). In the event ADA drops below 14 and does not cover the cost of the salary and benefits of the teacher, the DISTRICT will be billed at the rate of 1/14<sup>th</sup> of the budgeted program cost for each student under 14, not to exceed the total cost of the teacher's salary and benefits.

## **TERM**

This MOU is entered into and effective from July 1, 2023 through June 30, 2024. Notice must be given by DISTRICT in writing to discontinue the CARE Program for the following school year to SJCOE by February 15.

For the 2024- 2025 school year, this would require notification by February 15, 2024. SJCOE reserves the right to discontinue the CARE program with 30 days prior notice to the DISTRICT if CARE ADA is less than 13 for any individual class. If SJCOE wishes to otherwise discontinue the CARE Program for the following school year, it will provide notice to DISTRICT by February 15 of the current year.

## **MODIFICATION**

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the DISTRICT and SJCOE shall meet to revise accordingly.

## **INDEMNIFICATION**

DISTRICT agrees to defend, indemnify, and hold harmless SJCOE (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

SJCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any

actual or alleged acts or omissions of SJCOE, its director, agents, officers, or employees arising from SJCOE's duties and obligations described in this agreement or imposed by law.

## **INDEPENDENT AGENTS**

This MOU is by and between two independent agents, SJCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SJCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to, those regarding fingerprinting, criminal background checks, and tuberculosis screening.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding:

## **SIGNATURES**

---

Melanie Greene  
Assistant Superintendent  
San Joaquin County Office of Education

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Date

---

Warren Sun  
Division Director  
San Joaquin County Office of Education

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Date

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Dr. Rob Pecot  
Superintendent  
Tracy Unified School District

---

Date



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** May 23, 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>
Gaines, Idi Counselor	WHS	06/30/23	Accepted Position
Gill, Shareen Speech Language Pathologist	District	05/26/23	Personal
Hartenstein, Deborah	THS	7/3/2023	Accepted School Site Business Mgr Position

### BACKGROUND:

### CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Beck, Mitchell Teacher	Kelly	05/31/2023	Personal
Bosch, Samantha Teacher	McKinley	06/30/2023	Personal

Buske, Cristina Teacher	Jacobson	06/30/2023	Personal
Delgado, Molly Teacher	Hirsch	05/30/23	Personal
Heinrich, Janae Teacher	Tracy High	06/30/23	Personal
Rogers, April Teacher	Freiler	06/30/2023	Personal
Vergara, Micaela Teacher	South/West Park	05/26/2023	Personal
Wasurick, Ryan Teacher	Tracy High	06/16/2023	Personal

**BACKGROUND:**

**CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Buksh, Shahieda Special Education Para Educator	BES	7/1/2023	Personal
Cortez, Marcelino Groundskeeper	MOT	7/1/2023	Personal
Muzzi, Rosa Para Educator I	WMS	7/1/2023	Personal
Ryan Espersen, Eria Para Educator I	GKES	6/1/2023	Personal

**BACKGROUND:**

**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alexander, Kyle H.S. Custodial Sup/Maint. Mechanic	WHS/MOT	5/9/2023	Accepted Position
Bailey, Gerrod Irrigation Specialist/Grounds	THS	5/10/2023	Accepted Position
Celaya, Jocelyn Para Educator	THS	05/27/2023	Personal
Cornwell, Sandy Para Educator I	PES	6/27/2023	Personal

Franken-Pal, Christine Special Education Para Educator	MES	8/3/2023	Accepted Position
Hoehne, Kayla Special Education Para Educator	NES	5/27/2023	Personal
Jain, Anjala Special Education Para Educator	WHS	5/27/2023	Personal
Mahiddin, Narges School Supervision Assistant	GKES	5/19/2023	Personal
Tovar, Dulce Bilingual Para Educator	SWP	4/29/2023	Personal

**BACKGROUND:**

**COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gates, Paul Football- Varsity Assistant	KHS	1/23/23	Personal
Larios, Gissel Girls' JV Volleyball	WHS	5/8/23	Personal
Solano, Derek Girls' Varsity Golf	THS	6/30/23	Personal
Solano, Derek Boys' Varsity Golf	THS	6/30/23	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 23, 2023  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

## BACKGROUND:

Alexander, Kyle

Gaines, Idi

Hartenstein, Deborah

## MANAGEMENT/CLASSIFIED CONFIDENTIAL

Coordinator of MOT (Replacement)  
DEC/MOT  
8 hours per day  
LMH Range 23, Step C - \$382.18 per day  
Fund: Ongoing and Major Maintenance

Tracy Adult School  
Counselor (Replacement)  
LMP, Class 6, Step H - \$126,481.00  
Fund: Adult Education

High School Secretary (Replacement)  
West High School  
8 hours per day  
LMH Range 12, Step E - \$36.75  
Fund: General Fund

## BACKGROUND:

Gill, Jaspreet

## CERTIFICATED

Bohn Elementary  
2<sup>nd</sup> Grade (Replacement)  
"A", Class I, Step 1 - \$58,538.00  
Fund: General

James Bryant, Alexandria

North School  
2<sup>nd</sup> Grade (Replacement)  
"A", Class I, Step 1 - \$58,538.00  
Fund: General

McDaniel, Elisa

McKinley/TBD  
RSP TK-8 Teacher  
"A", Class VI, Step 1 - \$66,124.00  
Fund: Special Education

Ross, Samaria

Jacobson Elementary School  
2<sup>nd</sup> Grade (New)  
"A", Class I, Step 1 - \$58,538.00  
Fund: Title 1

**BACKGROUND:**

**CLASSIFIED**

Acala, Anna

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

Alexander, Kyle

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

Bailey, Gerrod

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

Davis, Ian

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

De Anda, Dulce

Food Service Worker (New)  
Kimball High School  
3 hours per day  
Range 25, Step E - \$21.49 per hour  
Fund: Child Nutrition School Program

Franken-Pal, Christine	Special Education Para Educator (New) McKinley Elementary School 6.5 hours per day Range 27, Step E - \$22.53 per hour Fund: Special Education
Garcia, Jose	Food Service Worker (New) George Kelly Elementary 3 hours per day Range 25, Step E - \$21.49 per hour Fund: Child Nutrition School Program
Hernandez, Alexandria	Para Educator II (Replacement) McKinley Elementary 8 hours per day Range 30, Step A - \$20.04 per hour Fund: ELO Grant
Jefferson, Jabari	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step B - \$25.29 + Night Differential Fund: 35.7% Home to School Transportation 37.5% General Unrestricted 25% Ongoing and Major Maintenance
Manning, Machaela	Para Educator I (Replacement) McKinley Elementary 3.5 hours per day Range 24, Step B - \$18.25 per hour Fund: Title I
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 Person II (New) Tracy High/MOT 8 hours per day Range 35, Step B - \$23.60 per hour Fund: 50% General/50% Child School Nutrition
Roy Choudhury, Debashree	Special Education Para Educator (New) Kimball High School 6.5 hours per day Range 27, Step B - \$19.53 per hour Fund: Special Education

Vaivai, Nyla

Food Service Worker (Replacement)  
West High School  
3 hours per day  
Range 25, Step B - \$18.72 per hour  
Fund: Child School Nutrition

**BACKGROUND:**

Larios, Gissel

Murray, Lindsey

Sanchez, Julie

**COACHES**

Girls' JV Volleyball for 23-24  
Tracy High School  
\$5,429.67

Boys' Varsity Water Polo for 23-24  
Tracy High School  
\$6,784.03

Girls' Varsity Volleyball for 23-24  
Kimball High School  
\$6,784.03

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

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



## ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** December 19, 2022  
**SUBJECT:** Appoint and Update Board Committee Organization

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

**RATIONALE:** On Tuesday, December 13, 2022, the Tracy Unified School District Board of Trustee's held their regular meeting which complies with the Education Code requirement for holding the annual organizational meeting. During this meeting, the board agreed to postpone filling some potentially outdated committees to determine if there may be other committees better suited to meet the current needs of the District. On Tuesday, January 10, 2023, the board reviewed and updated the TUSD Board Committees and appointed members as applicable. On March 23, 2023, a special meeting was held to fill a vacancy on our Board resulting in the need for adjustments to our organization chart.

**FUNDING:** N/A.

**RECOMMENDATION:** Appoint and Update Board Committee Organization.

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

**TRACY UNIFIED SCHOOL DISTRICT  
APPROVED JANUARY 10, 2023**

<b>2023 COMMITTEES:</b>	<b>ABERCROMBIE</b>	<b>ALEXANDER</b>	<b>BLANCO</b>	<b>FAGIN</b>	<b>HAWKINS</b>	<b>HOFFERT</b>	<b>SILCOX</b>
<b>OFFICERS</b>	<b>PRESIDENT</b>				<b>CLERK</b>		<b>VICE PRESIDENT</b>
<b>BUDGET</b> Alexander, Hawkins, Silcox							
<b>CITY SCHOOLS</b> Abercrombie, Fagin, Silcox							
<b>DISTRICT ATTENDANCE AREA</b> Abercrombie, Fagin							
<b>FACILITIES ADVISORY</b> Abercrombie, Fagin, Hawkins							
<b>SCHOOL SAFETY COMMITTEE</b> Fagin, Hawkins, Silcox (Alt-Alexander)		ALTERNATE					
<b>SPECIAL ED</b> Fagin, Hawkins, Hoffert							
<b>TRACY LEARNING CTR/AD HOC BOARD MEMBER</b> Alexander (Alt-Abercrombie)	ALTERNATE						
<b>TRACY PARKS</b> Abercrombie (Alt-Silcox)							ALTERNATE



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 9, 2023  
**SUBJECT:** **Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items**

**BACKGROUND:** Tracy Unified School District Food Services Department plans to purchase Food and Non-Food items valued at greater than \$250,000.00 for the 2023-2024 school year; therefore, a bid is required to ensure compliance with the State and Federal purchasing guidelines. The deadline for the bid opening was April 21, 2023 at 2:00 pm at the District Education Center.

**RATIONALE:** Approval of this agenda item gives authorization to the Director of Food Services to award Food and Non-Food items to ensure best value, lowest prices, and that the bid meets all State and Federal Guidelines.

**FUNDING:** Funding for purchases is through the Food Services Department Budget, using Cafeteria Fund 13.

**RECOMMENDATION:** Authorize the Director of Food Services to Award the Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items.

**Prepared by:** Brandy Campbell, Food Service Director.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 10, 2023  
**SUBJECT:** Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second 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 (Second 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

**ADMINISTERING MEDICATION AND MONITORING**

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

**HEALTH CONDITIONS (Continued)**

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

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

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

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

**Legal Reference:****EDUCATION CODE**

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

**BUSINESS AND PROFESSIONS CODE**

2700-2837	Nursing
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**ADMINISTERING MEDICATION AND MONITORING**

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:** May 5, 2023  
**SUBJECT:** Approve Agreements with the Boys and Girls Club of Tracy and the SJCOE, to provide Extended Learning Opportunities to TUSD Students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P)

**BACKGROUND:** The Expanded Learning Opportunities Program (ELO/ELO-P), Assembly Bill 130 (Amended by AB 167), is intended to ensure that all Local Educational Agencies (LEAs) offer all unduplicated students currently in classroom-based instructional programs access to comprehensive after school and intersessional expanded learning opportunities - California Ed. Code (EC) Section 46120. An unduplicated pupil is a pupil enrolled in a school district or charter school who is officially classified as an English learner, is eligible for Free or Reduced-price meal (FRPM), and/or is a foster or homeless youth. The ELOP states that LEAs must provide Before School and/or After School as well as at least 30 days of Intersession (Summer and/or Winter Break) to its unduplicated pupils. The ELO/ELO-P highly encourages LEAs to partner with community-based organizations to assist in providing these services.

**RATIONALE:** ELO/ELO-P programmatic (educational) standards are to be aligned with the After School Education and Safety Act (ASES) EC Section 46120(b)(2), and the 21<sup>st</sup> Century Community Learning Centers (21<sup>st</sup> CCLC) Program, which require two key elements: (1) Where tutoring and/or homework help is provided in one or more of the following areas: Language Arts, Mathematics, History/Social Science, Science, or computer training, and (2) Where enrichment is provided that may include but not be limited to: Fine arts, Career and Technical Education, recreation, physical fitness and prevention activities.

Currently, Tracy Unified School District directly partners with the Boys and Girls Clubs of Tracy utilizing the ASES Program at many of our schools and the 21<sup>st</sup> CCLC through the San Joaquin County Office of Education, who also partner with the Boys and Girls Clubs of Tracy. Continuing the strong partnership between TUSD and the Boys & Girls Club will meet the requirements of ELO/ELO-P and serve the best interests of TUSD students, parents, families, and school and district personnel. This agenda item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

Additionally, this Agenda Item represents the request to approve the 2023-24 ELO-P Plan for TUSD, Contract Agreements between the Boys and Girls Clubs of Tracy, the San Joaquin County Office of Education (SJCOE) and the Tracy Unified School District. The Contract Agreements are attached as part of this Agenda item which 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, Goal #2 – Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic social, and emotional potential; and Goal # 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** All expenses will be funded by the District's ELO/ELO-P Funding Allocations. The Agreement with the Boys and Girls Clubs of Tracy shall not exceed \$ 2,200,000.00 and the Agreement with the San Joaquin County Office of Education will not exceed \$ 344,348.00.

**RECOMMENDATION:** Approve Agreements with the Boys and Girls Club of Tracy and the SJCOE, to provide Extended Learning Opportunities to TUSD Students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P).

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: All duties outlined in the Expanded Learning Opportunities Plan (ELOP).  
Duties include Kindergarten and After School Programs at Villalovoz, Central, George Kelly, Hirsch, and Williams  
Tk/k and After School Programs at South West Park, Jacobson, McKinley, Bohn, Freller, North, and Poet-Christian.  
Summer program and intersession for the 2023 and 2024 school year.  
Program oversight and administrative functions of Boys and Girls Club after school programs.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 230 ( ) [ ] HOURS [ x ] DAYS, under the terms of this agreement at all sites in ELOP Plan.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$2,200,000.00 per [ ] HOUR [ ] DAY [ x ] FLAT RATE, not to exceed a total of \$2,200,000.00. 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 \$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 July 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 60 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Mary Petty, at (209) 830-3210 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Kelly Wilson Digitally signed by Kelly Wilson  
Date: 2023.05.05 15:02:30 -07'00' CEO

Contractor Signature

Title

68-0028682

IRS Identification Number

CEO

Title

753 W. Lowell Ave.

Address

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## SAN JOAQUIN COUNTY OFFICE OF EDUCATION

Troy A. Brown, Ed.D., County Superintendent of Schools

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

### AGREEMENT FOR EXPANDED LEARNING OPPORTUNITIES PROGRAM TRACY UNIFIED SCHOOL DISTRICT 2023-2024

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and TRACY UNIFIED SCHOOL DISTRICT for consultant and/or special services to be performed by an employee of SJCOE on behalf of SJCOE. The two parties, SJCOE and TRACY UNIFIED SCHOOL DISTRICT, mutually agree to the following terms and conditions:

#### I. CONSULTANT AND/OR SERVICE DEFINED:

This Agreement calls for indirect services of San Joaquin County Office of Education, to provide the following services which include but are not limited to; professional development, CPR/First Aid Certifications, attendance tracking and reporting to the California Department of Education, Federal Program Monitoring, development of program plan, technical assistance, onsite coaching, Annual Data Outcome Report, Quality Improvement Plan assistance, CSTARS attendance tracking systems, enrollment assistance with CAL Pads, additional grant writing, summer school planning and school based mental health services support and health services support.

#### II. TERM OF AGREEMENT:

Services, which include participation in Expanded Learning Opportunities Program (BLOP).  
Services will start on or about July 1, 2023 and will be concluded on June 30, 2024.

#### III. COMPENSATION:

In consideration of the services provided by the SJCOE Comprehensive Health Programs the sum of \*\$344,348.00 includes salary and benefits, contracted services, and all other costs for services provided. \*The amount and flexible percentage rate are based on the 2023-24 Preliminary Allocations and may be revised with an addendum once the final 2023-24 funding is released. Payments to SJCOE by TRACY UNIFIED SCHOOL DISTRICT for these services will be made upon written request. All approved expenses incurred by SJCOE Comprehensive Health Department in the performance of assigned responsibilities will be the responsibility of SJCOE. Payment must be in compliance with the San Joaquin County Office of Education Administrative Regulation 41323.

#### IV. TERMINATION OF AGREEMENT:

This agreement shall terminate as set out in Article II. Except:

- (a) SJCOE may terminate at any time if CONTRACTOR/CONSULTANT does not perform, or refuses, according to this agreement.
- (b) SJCOE may terminate services CONTRACTOR/CONSULTANT at any time, if the professional judgement of the PROJECT MANAGER, named herein, CONTRACTOR/CONSULTANT'S performance is unsatisfactory as to the manner of performance or the product of said performance fails to meet the SJCOE's requirements as specified in Article I.
- (c) Either party may terminate by January 2, 2024, for the following fiscal year beginning July 1, 2024.
- (d) In the event of early termination, CONTRACTOR/CONSULTANT shall be paid for all work or services performed to the date of termination, based on PROJECT MANAGER'S determination of product delivered.

#### V. EXTENSION OF TERM:

By mutual consent of the parties hereto, the term of services described herein in Article I may be extended by reformation of this Agreement and attached hereto of an addendum mutually executed setting forth the extended term.

*Warren Sun*

Warren Sun, Division Director, Operations  
San Joaquin County Office of Education

04/11/2023

Date

*Robert A. Pecot*

Rob Pecot, Deputy Superintendent  
Tracy Unified School District

04/17/2023

Date

*WCH*



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** May 5, 2023  
**RE:** Authorize the Declaration of Need for the 2023-2024 School Year

**BACKGROUND:** In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms.

**RATIONALE:** Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the District change.

**FUNDING:** None.

**RECOMMENDATION:** Authorize the Declaration of Need for the 2023-2024 School Year.

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



State of California  
Commission on Teacher Credentialing  
Certification Division  
1900 Capitol Avenue  
Sacramento, CA 95811-4213

Email: [credentials@ctc.ca.gov](mailto:credentials@ctc.ca.gov)

Website: [www.ctc.ca.gov](http://www.ctc.ca.gov)

## DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-2024

Revised Declaration of Need for year: \_\_\_\_\_

### FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Tracy Unified School District District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 23 / 2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

#### ► **Enclose a copy of the board agenda item**

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Tammy Jalique Associate Superintendent for HR

Name

Signature

Title

209-830-3264

209-830-3260

Fax Number

Telephone Number

Date

1875 W Lowell Ave., Tracy, CA 95376

Mailing Address

tjalique@tusd.net

EMail Address

### FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on \_\_\_\_/\_\_\_\_/\_\_\_\_, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, \_\_\_\_\_.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

N/A	N/A	N/A
_____ Name	_____ Signature	_____ Title
N/A		N/A
_____ Fax Number	_____ Telephone Number	_____ Date
N/A	_____ Mailing Address	
N/A	_____ E-Mail Address	

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

**AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS**

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	10
Bilingual Authorization (applicant already holds teaching credential)	3
List target language(s) for bilingual authorization: Spanish	
Resource Specialist	16
Teacher Librarian Services	3

**LIMITED ASSIGNMENT PERMITS**

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	28
Special Education	11
TOTAL	42

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Agriculture	1
Art	1
Business	1
Dance	1
English	1
Foundational-Level General Science	1
Foundational-Level Math	1
Health Science	0
Home Economics	1
Industrial Technology and Ed	0
Math	2
Music	1
Physical Education	5

### EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to [www.cde.ca.gov](http://www.cde.ca.gov) for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

### EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain. TUSD HAS RESIDENCY PROGRAM FOCUSING ON RECRUITING SPED TEACHERS

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 50

If yes, list each college or university with which you participate in an internship program.

ALLIANT UNIVERSITY; BIOLA UNIVERSITY; CAL STATE TEACH; CSU CHICO, EAST BAY, SACRAMENTO,  
SAN JOSE, STANISLAUS; GRAND CANYON UNIVERSITY; TEACHERS COLLEGE OF SAN JOAQUIN,  
UNIVERSITY OF MASSACHUSETTS GLOBAL; UNIVERSITY OF THE PACIFIC; ETC

If no, explain why you do not participate in an internship program.

\_\_\_\_\_

\_\_\_\_\_

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS	ESTIMATED NUMBER NEEDED
Science: Biological Sciences	2
Science: Chemistry	1
Science: Geosciences	0
Science: Physics	3
Social Science	3
Theater	1
World Language: English Language Development	0
World Language: <u>Spanish</u>	2

Emergency Specialist Teaching Permit in Early  
Childhood Education (ETK)

\_\_\_\_\_



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** May 10, 2023  
**RE:** **Approve a Declaration for a Provisional Internship Permit**

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

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

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Approve a Declaration for a Provisional Internship Permit.

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

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

**DECLARATION**

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

Fransisca Aguilar; Education Specialist; K-12  
Pardeep Atwal; Multiple Subject; 5<sup>th</sup> Grade  
Olga Drobot; Multiple Subject; Kindergarten  
Tara Hackney; Education Specialist; K-12  
Elisa McDaniel; Education Specialist; K-12  
Emmylou Rey; Education Specialist; TK-12  
Ciara Winters; Multiple Subject; 3<sup>rd</sup> Grade

**AYES:**  
**NOES:**  
**ABSTAIN:**  
**ABSENT:**

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date: \_\_\_\_\_



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** May 10, 2023  
**RE:** Approve a Variable Term Waiver for Speech Language Pathologist

**BACKGROUND:** Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

**RATIONALE:** In reviewing staffing for the 2023-2024 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Speech Language Pathology.

**FUNDING:** None.

**RECOMMENDATION:** Approve Variable Term Waiver for Speech Language Pathologist.

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

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

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain a Speech Language Pathology credential. The individual(s) will be provided orientation, guidance and assistance during the valid period of the waiver.

Gabriela Zepeda; District Wide; Speech Language Pathologist, LSH

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date: \_\_\_\_\_



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** May 5, 2023  
**RE:** **Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers**

**BACKGROUND:** For the 2023-2024 school year Tracy Unified School District will request a waiver for Multiple Subject, Single Subject and Education Specialist Teachers. Some teachers will also require a BCLAD in Spanish. The waiver request is needed to allow the teachers additional time to complete Pre-Service program requirements and/or complete the Subject Matter Competence requirements.

**RATIONALE:** The District needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2023-2024 school year allowing them additional time to complete Pre-Service program requirements including the Subject Matter Competencies requirements, resulting in Intern Credential eligibility upon completion of those requirements

**FUNDING:** None.

**RECOMMENDATION:** Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers.

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

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

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver while the individual below works on completing the requirements to obtain accepted into intern credential program. The individual(s) will be provided orientation, guidance and assistance during the valid period of the waiver.

Zulema Carrillo, South/West Park, K-5, Bilingual  
Nansi Khalil, Bohn Elementary, TK

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

Date \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date \_\_\_\_\_



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** May 5, 2023  
**RE:** Approve a Variable Term Waiver for Administrative Services

**BACKGROUND:** Variable term waivers provide additional time to complete the requirements for the credential that authorizes service or to provide employing agencies time to fill the assignment with an individual who either holds an appropriate credential or qualifies under one of the available assignment options.

**RATIONALE:** In reviewing staffing for the 2022-2023 school year it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Administrative Services.

**FUNDING:** None.

**RECOMMENDATION:** Approve a Variable Term Waiver for Administrative Services.

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

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

**DECLARATION**

The Governing Board of Tracy Unified School District declares that the District has elected to request a Variable Term Waiver renewal while the individual below works on completing the remaining requirements to obtain an Administrative Services credential. The individual(s) will be provided orientation, guidance, and assistance during the valid period of the waiver.

Deborah Coker; District; STEM Accelerator Coordinator

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date: \_\_\_\_\_



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** May 15, 2023  
**SUBJECT:** Approve Temporary Modification to Calculation of Certificated Substitute Rates of Pay for the 2023-2024 School Year

**BACKGROUND:** The current pay rates for certificated substitutes are calculated based on the number of days of service provided in the prior year. As the state of California is still experiencing a teacher shortage due to a variety of social and economic factors, a recommendation is being made to modify how certificated substitute pay rates are calculated for employees, allowing employees to move forward on the pay schedule as days of service are completed rather than basing current year earnings on the prior year's days of service. Calculations would begin with the first day of service provided by the employee during the 2023-2024 instructional year. This recommendation is a continuation of the modification implemented during the 2022-2023 year.

**RATIONALE:** A temporary modification to calculation of certificated substitute pay rates will make substituting in Tracy Unified School District a more appealing consideration and may increase the District's ability to recruit substitutes and support provision of services to students.

**FUNDING:** General Fund.

**RECOMMENDATION:** Approve Temporary Modification to Calculation of Certificated Substitute Rates of Pay for the 2023-2024 School Year.

**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 15, 2023  
**SUBJECT:** **Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2023-2024 School Year**

**BACKGROUND:** For the 2021-2022 and 2022-2023 school years, the Tracy Unified School District Board of Trustees approved a temporary increase to certificated substitute rates of pay. As the state of California is still experiencing a teacher shortage due to a variety of social and economic factors, a recommendation to again increase certificated substitute rates of pay for 2023-2024 is being proposed to address this shortage.

**RATIONALE:** A temporary increase in certificated substitute pay rates will make substituting in Tracy Unified School District a more appealing consideration and may increase the District's ability to recruit substitutes and support provision of services to students.

**FUNDING:** General Fund

**RECOMMENDATION:** Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2023-2024 School Year.

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

## Proposed Increase to Certificated Substitute Rates

<b><u>Rates prior to the 21-22 temporary increase:</u></b>	<b>Days Subbed in Prior Year</b>			
	<b>1 to 30</b>	<b>21 to 60</b>	<b>61 - 90</b>	<b>91+</b>
Full day, 5 or more hours	\$ 168.00	\$ 179.00	\$ 200.00	\$ 210.00
3/4 day; 4 hours and 1 minutes	\$ 126.00	\$ 134.25	\$ 150.00	\$ 157.50
1/2 day	\$ 84.00	\$ 89.50	\$ 100.00	\$ 105.00
Prep Period Coverage	\$ 33.60	\$ 35.80	\$ 40.00	\$ 42.00
Long Term Rate				
\$210				
<b><u>Proposed Rates (continuation of 21-22 temporary rates)</u></b>	<b>Days Subbed in Prior Year</b>			
	<b>1 to 30</b>	<b>21 to 60</b>	<b>61 - 90</b>	<b>91+</b>
Full day, 5 or more hours	\$ 215.00	\$ 236.00	\$ 257.00	\$ 280.00
3/4 day; 4 hours and 1 minutes	\$ 161.25	\$ 177.00	\$ 192.75	\$ 210.00
1/2 day	\$ 107.50	\$ 118.00	\$ 128.50	\$ 140.00
Prep Period Coverage	\$ 43.00	\$ 47.20	\$ 51.40	\$ 56.00
Long Term Rate				
\$280/day				



# HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** May 15, 2023  
**SUBJECT:** Approve Temporary Increase to Compensation for Teachers for 2023 Summer Programs

**BACKGROUND:** The current rate of pay for supplemental instruction is \$45.79 per hour for summer school instruction. Due to the statewide teacher shortage, the District is anticipating the need to hire substitute teachers for some programs. At the current rate of pay, contracted TUSD certificated employees would be paid less than long term substitutes per day of instruction. By increasing the rate of pay to \$280 per day of instruction and compensating preparation time at the contract rate of \$45.79/hr., TUSD employees would not be paid less than long term substitutes.

**RATIONALE:** A temporary increase in certificated pay rates will make working in Tracy Unified School District's summer programs a more appealing consideration and may increase the District's ability to recruit teachers and support provision of services to students.

**FUNDING:** General Fund

**RECOMMENDATION:** Approve Temporary Increase to Compensation for Teachers for 2023 Summer Programs.

**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 16, 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 ☒ 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 \_\_\_\_\_