

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**JUNE 13, 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**

- |            |  |                |
|------------|--|----------------|
| <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. |                |
|            | <b>3.1 Administrative &amp; Business Services:</b> None.   |                |
|            | <b>3.2 Educational Services:</b>   |                |
|            | <b>3.2.1</b> Finding of Facts: 22/23#110, 22/23#111<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___   |                |
|            | <b>3.2.2</b> Reinstatements: AR#22-23/#35, AR#22-23/#36, AR#22-23/#37, AR#22-23/#38, AR#22-23/#39, AR#22-23/#40<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___                             |                |
|            | <b>3.2.3</b> PE Exemptions: WHS#10332797<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___  |                |
| <b>3.3</b> | <b>Human Resources:</b>  |                |
|            | <b>3.3.1</b> Consider Unpaid Leave of Absence for Classified Employee, #UC-450<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___   |                |
|            | <b>3.3.2</b> Consider Unpaid Leave of Absence for Classified Employee #UC-451<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___  |                |
|            | <b>3.3.3</b> Release Probationary Classified Employee #UCL-452 Groundskeeper I<br>Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___   |                |
|            | <b>3.3.4</b> Release Probationary Classified Employee #UCL-454 Utility Person III<br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain ___   | <b>93</b>      |

- 3.3.5** Consider Public Employee/Employment/Discipline/Dismissal/Release  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain \_\_\_
- 3.3.6** Conference with Labor Negotiator  
Agency Negotiator: Tammy Jalique  
Associate Superintendent of Human Resources  
Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

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

**6. Closed Session Issues:**

**6a** Action Taken on Finding of Facts: 22/23#110, 22/23#111

**3.2.1**

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

**6b** Report Out of Action Taken on Reinstatements: AR#22-23/#35, AR#22-23/#36,

**3.2.2** AR#22-23/#37, AR#22-23/#38, AR#22-23/#39, AR#22-23/#40

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

**6c** Report Out of Action Taken on PE Exemptions: WHS#10332797

**3.2.3**

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

**6d** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified

**3.3.1** Employee, #UC-450

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

**6e** Report Out of Action Taken on Consider Unpaid Leave of Absence for Classified

**3.3.2** Employee #UC-451

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

**6f** Report Out of Action Taken on Release Probationary Classified Employee

**3.3.3** #UCL-452 Groundskeeper I

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

**7. Approve Regular Minutes of May 23, 2023**

**1-9**

**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** Recognize Sydney Garcia Winner of the Congressional Art Contest

**9.2** Recognize the Tracy Breakfast Lions Club for their Contribution to District Events

**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:**

**10.1.1** Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TUSD (Separate Cover Item)

**10.1.2** Receive Information Regarding the Proposed Local Contral Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS) (Separate Cover Item)

**10.1.3** Receive Report on the 2023-2024 Annual School District Budget (Separate Cover Item)

**10-12**

- 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 request for a Muslim also be submitted in writing to the superintendent.

**12. PUBLIC HEARING:**

**12.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>12.1.1</b> | Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)  | <b>13-14</b> |
| <b>12.1.2</b> | Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School | <b>15-16</b> |
| <b>12.1.3</b> | Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2023-24 School District Budget  | <b>17</b>    |
| <b>12.1.4</b> | Public Hearing to Gather Input on Draft Trustee Area Boundary Maps  | <b>18-19</b> |

- 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> | Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year   | <b>20-21</b> |
| <b>13.1.2</b> | Approve Entertainment, Assembly, Service, Business and Food Vendors   | <b>22</b>    |
| <b>13.1.3</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>23-28</b> |
| <b>13.1.4</b> | Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service  | <b>29-31</b> |
| <b>13.1.5</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>32-33</b> |

**13.2 Educational Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.2.1</b> | Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School, William's Middle School and Monte Vista Middle School Parents and Students for the 2023-2024 School Year | <b>34-47</b> |
| <b>13.2.2</b> | Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to provide Professional Development for District Administrators, Site Administrators and Teachers for the 2023-2024 School Year    | <b>48-53</b> |

- 13.2.3** Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2023-2024 School Year **54-57**
- 13.2.4** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, and Louis Bohn School for the 2023 - 2024 School Year Office of Education for the Artist-in-Residence Program at Central School, McKinley School, and Louis Bohn School for the 2023 - 2024 School Year **58-63**
- 13.2.5** Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to provide services at Central Elementary School for the 2023-2024 School Year **64-67**
- 13.2.6** Approve Agreement for Special Contract Services between Nancy Fetzer and Central Elementary School for the 2023-2024 School Year **68-71**
- 13.2.7** Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Heggerty for McKinley Teachers **72-73**
- 13.2.8** Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Nancy Fetzer for McKinley Teachers **74-77**
- 13.2.9** Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2023-2024 School Year **78-82**
- 13.2.10** Approve Agreement for Special Contract Services with Mark Manross Consulting to provide Middle School and High School Physical Education Teachers Professional Learning during Buy Back Day and District Early Release Mondays for the 2023-2024 School Year **83-88**
- 13.2.11** Approve Agreement for Contract Services between Mc Graw Hill and Tracy Unified School District to Provide Early Literacy Training to Teachers **89-92**
- 13.2.12** Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on Math Frameworks for Teachers During the 2023-2024 School Year **93-97**
- 13.2.13** Approve Agreement for Contract Services between Professional Development & Curriculum with Stanislaus State in support of Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 9-12 **98-106**
- 13.2.14** Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Central Elementary, Duncan Russell and Stein Continuation High School, Monte Vista Middle School, North School, and South/West Park Elementary School for the 2023-2024 School Year **107-114**
- 13.2.15** Approve Special Contract Services Agreement with the Speech Therapy and Accent Group Inc., Elizabeth Perry for an Independent Education Evaluation (IEE) **115-118**
- 13.2.16** Approve Master Contract with Bayhill High School for Educational Services for the 2023-2024 School Year (Separate Cover) **119**
- 13.2.17** Ratify Approval for additional funding for Contract Service Agreement with Excel Interpreting LLC **120-123**

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|---------|--|---------|
| 13.2.18 | Approve Master Contract with 360 Degree Customer, Inc. for Speech and Language Pathologists (SLPs), Speech and Language Pathologist Assistants (SLPAs), Occupational Therapists (OTs), Special Education Teachers, Psychologists, Board Certified Behavior Analyst (BCBAs), Registered Behavior Therapists (RBTs), and Certified Occupational Therapist Assistant (COTAs) for the 2023-2024 School Year (Separate Cover) | 124     |
| 13.2.19 | Approve Overnight Travel for the Tracy High School Cheer Team and Advisors to Attend Summer Camp at UC Davis, CA on July 17 - July 21, 2023  | 125     |
| 13.2.20 | Approve Overnight Travel for the Tracy High School Dance Team and Advisors to Attend Summer Camp at William Jessup University in Rocklin, CA on July 28 - July 31, 2023  | 126     |
| 13.2.21 | Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2023-2024 School Year  | 127-130 |
| 13.2.22 | Approve Agreement for Contract Services between Faith in Action Community Education Services and Villalovoz Elementary School for Behaviorist Services for the 2023-2024 School Year   | 131-135 |
| 13.2.23 | Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School and Williams Middle School for the 2023-2024 School Year   | 136-139 |
| 13.2.24 | Approve Master Contract with Non-Public Agency (NPA) Building Connections Behavioral Health, Inc. for the 2023-2024 School Year (Separate Cover)   | 140     |
| 13.2.25 | Approve Agreement for Contract Services between Imagine Learning, Inc. and Monte Vista Middle School to Provide Site Licenses for MyPath Reading and Math for the 2023-2024 School Year  | 141-142 |
| 13.2.26 | Approve Agreement for Contract Services between Faith in Action Community Education Services and Kimball High School for the 2023-2024 School Year   | 143-146 |
| 13.2.27 | Approve Service Contract Agreement with Pawar Transportation for Transportation Services for the 2023-2024 School Year   | 147-150 |
| 13.2.28 | Approve the Annual District Title III Plan for the 2023-2024 School Year   | 151-156 |
| 13.2.29 | Approve the TUSD English Learner Master Plan for the 2023-2024 School Year (Separate Cover)  | 157     |
| 13.2.30 | Approve Purchase of SCUTA for George Kelly School to Provide License for the 2023-2024 School Year   | 158-159 |

**13.3 Human Resources:**

- |        |  |         |
|--------|--|---------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 160-163 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment   | 164-166 |
| 13.3.3 | Approve Employment of 2023 Summer School Staff   | 167-175 |

- 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** Resolution Adopting Trustee Area Boundary Map and Election Sequence for Election of Members of the Board of Education; and Submitting Proposal to the County Committee on School District Organization to Establish By-Trustee Area Elections **176-183**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.2** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading) (Separate Cover) **184**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.3** Adopt Revisions to Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities (First Reading) **185-187**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.4** Acknowledge Revisions to Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (First Reading) **188-190**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.5** Authorize the Director of Maintenance, Operations and Transportation to Purchase Six (6) School Buses (Two (2) Wheelchair buses and Four (4) Ambulatory buses) to Accommodate Additional Special Education Students (Separate Cover) **191**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.1.6** Approve the Purchase of a Commercial Dishwasher for the Kimball High School Kitchen **192**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

## **14.2 Educational Services:**

- 14.2.1** Approve Adoption of Instructional Materials **193**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

## **14.3 Human Resources:**

- 14.3.1** Acknowledge Revisions to Administrative Regulation 4133 Travel/Reimbursement (First Reading) **194-199**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.2** Approve a Variable Term Waiver for Administrative Services **200-201**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.3** Acknowledge Revised Administrative Regulation 4112.5, 4212.5 and 4312.5 and Abolish Administrative Regulation 4112.62, 4212.62 and 4312.62 (First Reading) **202-210**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.4** Approve Increase in Days of Service for K-5 and K-8 Elementary Principal Positions **211**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.5** Approve Increase in Days of Service for Continuation High School Secretary Position **212**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.6** Approve Salary Schedule for Superintendent **213-214**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.7** Approve New Job Description for Modified Para Educator – Student Apprentice **215-217**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.
- 14.3.8** Approve a Declaration for a Provisional Internship Permits **218-219**
- Action:** Motion\_\_\_; Second\_\_\_. Vote: Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_.

15. **Board Reports:** An opportunity for board members to discuss items of particular importance or interest in the district.
16. **Superintendent's Report:** An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.
17. **Board Meeting Calendar:**
  - 17.1 June 27, 2023
  - 17.2 August 8, 2023
  - 17.3 August 22, 2023
  - 17.4 September 12, 2023
18. **Upcoming Events:**

18.1 August 7, 2023	First Day of School for 2023/2024
18.2 September 4, 2023	No School, Labor Day

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, May 23, 2023**

- 6:30 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, L. Hawkins, B. MacDonald, J. Silcox  
Absent: R. Fagin. Trustee Hoffert was absent for Closed Session and arrived late to Open Session at 7:15.  
Staff: R. Pecot, T. Salinas, T. Jalique, J. Stocking, S. Smith
- 7:03 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 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:** Silcox, MacDonald **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hoffert).  
6b Report Out of Action Taken on Early Graduation: THS#10340926  
3.2.2  
**Action:** **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hoffert).  
6c Report Out of Action Taken on Approve the Non-Reelection of  
3.3.1 Probationary Certificated Employees #UC-1337, #UC-1338, #UC-1339,  
#UC-1340 Pursuant to Education Code Section 44929.21(b)  
**Action:** Approved as Amended. **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hoffert).
- Minutes:** 7. Approve Regular Minutes of May 9, 2023.  
**Action:** MacDonald, Silcox **Vote:** Yes-5; No-0; Absent-2 (Fagin, Hoffert).
- Audience:** Chris Munger, Annabelle Lee, Jacqui Nott, Sean Brown, Julie Ramirez, Mary Petty, Erin Quintana, Miyoka Masuda, Jeffery Williams, Erika Williams, Angel Soria, Mckye Valdez, Kyle Russell, Tammy Jones, Sophia Jones, Jaylene Martinez, Joselyn Martinez, Esha Shiyas, Kaavya Mahendran, Nick Schulte, Jacob Mejia, Sashank Kala, Kunwarpal Singh, Randy Moehnke, Kayla Halicre, David Renshaw, Beverly Cardonas, Julia Robinson, Julian Robinson, Alfred Robinsen, Minica Hill, Bauer Musicant, Roshanda Watson, Nicole Robertson, Brian Hill
- Student Rep Reports:** 8.1 None.
- Recognition & Presentations:** 9.1 West High School: West High Principal, Annabelle Lee, shared information about the many programs they have. The FFA program has approximately 700 students, JROTC has 180 students, the music program regularly represents WHS in weekend competitions. They have performed at Great America, and hope to perform at Disneyland next year.

Randy Moenke is the Program Coordinator of one of the oldest programs at WHS, the Space and Engineering Academy. This is the programs 25<sup>th</sup> graduating year. Since the first year in 1999, over 800 students have qualified to be academy graduates. Academy graduates take up to 4 years of math and 5 years of science, along with all the A-G college requirements. Students' complete projects such as rockets that are designed on a computer, built, then printed on a 3D printer, and coding, to study the physiology of exercise. They also complete job shadowing, mock interviews, community service, and senior projects. Since 2015 they have sent graduates to every CA state university, private universities, and every branch of the military. The Wolfpack Robotics Club is a sport; teams enter their robots into matches trying to get the highest score by manipulating game objects. The robots are built and coded by the students themselves. All students in the club are also in the academy. The teams compete in tournaments, having earned 3 awards this year. They also host competitions at the WHS campus.

Trustee Hoffert arrived 7:15

**9.3** Recognize Sadie Gray for her Accomplishments in the San Joaquin County Art Contest. Ms. Gray received Best of Category for advanced art and photography, under the leadership of teacher, Alex Nelson. She was presented with a certificate.

**9.4** Recognize Students Halia Lewis and Lilliana Huffman, Winners of the Cesar E. Chavez and Dolores Huerta Education Art Contest. They were both presented with a certificate. The art contest was sponsored by the California Teachers Association. The artwork will be published on the CTA website and will be posted at the CTA headquarters for a year.

**Information &  
Discussion Items:**

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

**10.2 Educational Services:**

**10.2.1 Receive Report on the Tracy Unified School District Induction Program:** Administrator of Professional Learning and Curriculum, Jennifer Kassel, provided an overview of the Teacher Induction Program for the 22/23 school year. Candidates come to them to clear their credentials through an accredited process through CTE. This year they've had 67 candidates enroll in their program, with 40 candidates having completed inductions. They are currently conducting exit interviews with their year-2 candidates. When asked how the inquiry process impacted their teaching and learning, responses were positive; it helped them build relationships and community, broadened their perspectives with knowledge and materials in the classroom, and has allowed them to become a better educator. In March, they had a CTC site visit, at which time, they were reviewed for the common standards and their program standards; 180 interviews were conducted. The preliminary report was received showing that all common standards were met. May 4<sup>th</sup> they were assigned the full status of accreditation for the program for the next 7 years.

**10.2.2 Receive Report on Instructional Materials Adoptions:** Debra Schneider, Director of the Instructional Media Center introduced Julie Ramirez, SPED Administrator, Director Sean Brown, and Program Specialist Marcia Finke. One more adoption is needed this year for Special Education materials to replace currently adopted materials for extensive support needs students. They are proposing Attainment. Attainment comes in digital and print form, that is age appropriate so students can learn about budgeting, personal hygiene, and self-awareness. The curriculum is for a small number of students that have been left out by the core curriculum. Public review of materials can be viewed through the Special Education Dept.

**10.3.1 Receive PAR Joint Committee Annual Report for 2022-2023:** Tammy Jalique, Associate Superintendent for Human Resources presented the Annual PAR report. PAR stands for Peer Assistance and Review, a program that provides support for teachers. Mentors/coaches establish improvement goals, conduct observations, and work with them to self-identify the areas they can improve upon and suggest strategies and resources for implementation. This year, they had three participating teachers, one of which was mandatory, and two voluntary. They offer support for their consulting teachers to guide them on things such as report completion and building relationships. Erin Quintana, Director of Professional Learning and Curriculum, shared survey results and feedback from the teachers. Next year the joint committee will continue to train administrators on the purpose of PAR, provide ongoing support to consulting teachers and continue to gather feedback from participants.

## **Hearing of Delegations**

**11.** Jeffery Williams is the parent of 2019 graduate. He is here to advocate on behalf of Coach TJ Williams. His son is competing in the eastern regions and holds records. Coach TJ did this. Coach TJ introduced him to hurdling and because of this his son was able to achieve at the highest level and was able to improve his academics.

Angel Soria spoke regarding Coach TJ Williams. She read a letter on behalf of her son that is in the Navy. The letter outlined how coach TJ helped him to become a strong successful leader and how to respond to diversity. He lives by the lessons taught to him by Coach TJ eleven years ago.

Erika Williams came to speak in support of Coach TJ Williams. She did not know if her son would graduate from WHS. He met Coach TJ who encouraged him to bring up his grades and run track. She is not aware of the entire situation but stands here as a parent because Coach TJ helped to turn her sons life around.

Xavier Soria spoke on behalf of his cousin, former student in the class of 2012. TJ Williams words have stuck with him over the years, he thanks his coach for being the mentor he needed to succeed. He thanks him for being the most inspiring individual he ever met at WHS.

McKye Valdez is head captain of the track and field team. Coach TJ helped him to achieve a dream thought to be beyond his reach and how to grow into a strong

confident young man. He has been a positive role model and advisor. He encourages everyone to be a better version of themselves.

Caleb Cosme came to speak on behalf of Devone Starks, 2015 graduate of WHS. He was unsure if he belonged on the team but coach Williams assisted him to become the person he is today. He maintained strict standards, respectively, with expectations that stuck with him while in the Airforce and now as a police officer.

Leonel Moreno, from WHS Track and Field, spoke regarding TJ Williams. He is person with great passion and determination. He has changed him as a person, he is growing even more with Coach Williams beside him.

Tammy Jones had two daughters that went through WHS and ran track through coach TJ. He is a mentor that is there for the kids when you are unable to be. He is an outstanding guy and she hopes the board will see that. He is a legacy for the kids.

Lenna Stenson, representing her daughter, spoke regarding TJ Williams. She is her first kid to make it to college, coach TJ paved the way. She received a 4 year full scholarship because of coach TJ. He impacted her daughter's life, he is the best coach.

Sophia Jones, graduated in 2020, she was in track under Coach TJ. He was one of the best things about WHS. He was the best coach she ever had. To see he is in this position hurts her. He is a good person that takes his job very seriously.

Bauer Musicant wants to see a change in the schools tardy policies. Some teachers say if you are not in your assigned seat you are tardy, others say if you are not paying attention when class starts you are tardy. We should have one policy that everyone follows.

Tida Hupman is a Special Education teacher at WHS. She started her career in 2009 and has helped to coach many sports, most recently track and cross country. There has been one timeless program at WHS, the track program coached by TJ Williams. He has an excellent history of success and has built a community that consists of leadership and integrity. His absence has left a void in their program. She is here to ask that we reinstate their coach.

Roshanda Watson spoke on behalf of her son and herself. He had the pleasure of being coached in 2009 through 2011. He earned a full ride scholarship to the University of Maryland in track and field. This would have not happened without coach Williams in his corner. He was fortunate to learn from him as a coach and a man.

Kiara Jones, graduated in 2018, she ran under coach TJ. She went to one of his track practices. He makes you feel confident and knows how to motivate people. He motivated her to switch schools to be on the WHS team. She had never seen a coach so involved. He knew how to make you want to be better.

Rashaad Cooper is a graduate of Kimball. He played football at Dartmouth College, coach TJ set him him up and helped him change his life. There is no other coach

that better prepares kids for college or cares as much to. This city has failed its kids athletically.

Tracy Williams has been in Tracy 25 years, with three children that have graduated from WHS. She had an Athlete of The Year in 2012. Speaking on behalf of what ever transaction took place, you need to take action. Communication is the number one thing. Parents had no idea of what was going on. She does not know what happened. Her son depends on coach Williams.

Jocelyn Martinez is on her second year of track. He wants to push you to be your best and cares about your future. She has learned so much from him: hard work discipline and integrity.

Jaylene Martinez says coach TJ has given her wonderful opportunities. She was nervous to start track but he was welcoming and made her feel comfortable. This year he coached cross country. Throughout the process she felt accomplished and improved. In the end, they won the JV championship. He makes champions and has been a wonderful part of her life.

Ms. Russell spoke regarding her son, Kyle Russell. He is unable to walk in promotion, he has a 504 plan. He was unable to attend the 8<sup>th</sup> grade field trip because of the Assistant Principal. The school will also not refund her money. The AP is discriminating against her son because of his learning disability. He did an illegal search on his son, she only found out because her son told her. Mr. Crivello is not allowing her son to walk on the 25<sup>th</sup>. She has reached out to his teacher, and she is refusing to speak with her. No one is listening to her, he is a good kid, he has a learning disability, and they are not giving him support that he should be given.

Caroline Saunders-Bilefrikoff says her son is not being allowed to participate in the 8<sup>th</sup> grade graduation ceremonies. He has been a straight A student his entire life. He got behind in his math class. He was on track for promotion. She received a call Monday and was told he was not promoting. The principal changed his grade from a D to an F, making him ineligible. What happened is wrong. According to Ed code 49066, his grade should not have been changed. She is looking to be heard and would like her sons' grades changed back. Under the advisement of his teacher and counselor, he did what he needed to. She feels she is being racially discriminated against and bullied by TUSD.

- |                        |  |
|------------------------|--|
| <b>Public Hearing:</b> | <b>12.1     Administrative &amp; Business Services:</b> None.  |
| <b>Consent Items:</b>  | <b>13.     Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.</b><br><b>Action:</b> Hawkins, Silcox. <b>Vote:</b> Yes-6; No-0; Absent-1 (Fagin).<br><b>13.1     Administrative &amp; Business Services:</b><br><b>13.1.1     Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda</b> |

- 13.1.2 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.1.3 Approve the 2023-2024 Designation of CIF Representatives to League
- 13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year
  
- 13.2 Educational Services:**
  - 13.2.1 Approve Agreement for Contract Services between TUSD and Hatching Results for the 2023-2024 School Year
  - 13.2.2 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
  - 13.2.3 Approve Overnight Travel for Kimball High School Cheerleaders to Attend Cheer Camp at Great Wolf Lodge, Manteca, CA on July 10-13, 2023
  - 13.2.4 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
  - 13.2.5 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
  - 13.2.6 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
  - 13.2.7 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
  - 13.2.8 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
  - 13.2.9 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
  - 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
  - 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)
  - 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
  - 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

- 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
- 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
- 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
- 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)
- 13.2.18 Ratify Approval of Contract Agreement for SJCOE at Villalovoz Elementary School
- 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)
- 13.2.20 Approve Additional Funding for Contract Service Agreement with Excel Interpreting LLC for the 2022-2023 School Year
- 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
- 13.2.22 Approve the CARE Program MOU at WHS 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

**Action Items:**

- 14.1 **Administrative & Business Services:**
- 14.1.1 Appoint and Update Board Committee Organization  
**Action:** Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-1 (Fagin).
- 14.1.2 Approve the Award of Request for Proposal (RFP) for Non-Commodity Food and Non-Food Items (Separate Cover)  
**Action:** Hawkins, MacDonald **Vote:** Yes-6; No-0; Absent-1 (Fagin).
- 14.2 **Educational Services:**
- 14.2.1 Adopt Revisions to Board Policy 5141.21 Administering Medications and Monitoring Health Conditions (Second Reading)  
**Action:** Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-1 (Fagin).
- 14.2.2 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) (Separate Cover)  
**Action:** Hawkins, Silcox **Vote:** Yes-6; No-0; Absent-1 (Fagin).

**14.3 Human Resources:**

**14.3.1** Authorize the Declaration of Need for the 2023-2024 School Year

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

**14.3.2** Approve a Declaration for a Provisional Internship Permit

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

**14.3.3** Approve a Variable Term Waiver for Speech Language Pathologist

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

**14.3.4** Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

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

**14.3.5** Approve a Variable Term Waiver for Administrative Services

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

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

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

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

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

**14.3.8** Approve Temporary Increase to Compensation for Teachers for 2023 Summer Programs

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

Ashley Fisher spoke regarding item #14.3.9. Library Technicians and their supporters are here to address the school board regarding the request for mediation services. She believes that most trustees have not heard both sides of the story. They were asked if they would be willing participate in mediation, but no other options were presented. A division has been created. Teacher Librarians and Library Technician relationships continue to be strained. They were not given the opportunity to brainstorm on how each role functions within the library. There is little accountability for Teacher Librarians. Library Tech schedules are clearly posted and communicated. Teacher Librarian schedules are not communicated and are frequently unaccounted for.

Marissa Feller spoke regarding item #14.3.9. In at least three libraries, Library Technicians have had to train and manage the Teacher Librarians assigned to their sites. The training they need should have come from the IMC department head. TUSD only inducted the K8 Teacher Librarian contract in 2019, prior to that, all K8 libraries were run by Library Technicians. Our requests for guidance have been to refer to our job descriptions. So much time is spent trying to figure out who does what, meanwhile our students are missing out on precious library time.

**14.3.9** Approve Agreement for Special Contract Services with John Ford and Associates

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

**Board Reports:**

Trustee Hoffert passed. Trustee MacDonald gave congratulations to the 2023 graduates. He has one of his own and it is a big rite of passage for our kids. Trustee Alexander congratulates all of the graduates and thanked everyone for coming out

tonight. Trustee Hawkins was choked up when the kids spoke of their coach. He enjoyed seeing the passion the kids have for him. He has been attending 3<sup>rd</sup> grade plays. There is so much to on the school campuses that we all have something to do. Trustee Silcox highlighted a past West High School student and graduate, Tyler Hickman, current freshman at Ripon College. He plays baseball and was nominated as the Newcomer of the Year for the mid-west conference, he hit 390 with 10 homeruns, all while maintaining a 3.0 GPA. Trustee Abercrombie gave congratulations to the teachers and staff for making it through another year and wished good luck to high school students on their finals. He has been attending 5<sup>th</sup> grade musicals. He thanked everybody for coming out.

**Superintendent  
Report:**

Dr. Pecot mentioned all the graduations and promotions that are occurring throughout the week. He is looking forward to the High School graduations this weekend. He offered congratulations to all those graduating this year and thank you to all the parents and staff for supporting your student throughout the year.

**Adjourn: 8:31 P.M.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 31, 2023  
**SUBJECT:** Receive Report on the 2023-2024 Annual School District Budget

**BACKGROUND:** Education Code Section 42127 requires that:

*42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:*

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*
- (2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review. ...*

*(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:*

- (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum*

*recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).*

*(c) The county superintendent of schools shall do all of the following:*

*Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria.*

*(2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.*

*(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.*

*42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.*

District Policy 3100, Budget states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

**RATIONALE:** In January of 2023, Governor Newsom proposed the California State Budget for 2023-24. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in early May, but the budget itself has not yet been adopted by the California Legislature, but is not likely to change in any significant way.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

**FUNDING:** Given the budgeting guidelines offered by SJCOE, the ending balance from the 2022-2023 school year is projected to be adequate to meet the planning obligation for the 2023-24, the 2024-25, and the 2025-26 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

**RECOMMENDATION:** Receive Report on the 2023-2024 Annual School District Budget.

**Prepared by:** Tania Salinas, Associate Superintendent of Business Services.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 9, 2023  
**SUBJECT:** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)

**BACKGROUND:** Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals.
- Districts must use a standard format to report the LCAP plan.
- Districts must solicit input from various educational partner groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2023.
- The LCAP must include a budget overview for families.

**RATIONALE:** District staff members have solicited input from the required educational partner groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2023-2024. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

**FUNDING:** No funding is required for this agenda item.

**RECOMMENDATION:** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP).

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** April 5, 2023  
**SUBJECT:** **Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School**

**BACKGROUND:** Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
  - Basic Services
  - Implementation of CA State Standards
  - Parent Involvement
  - Pupil Achievement
  - Pupil Engagement
  - School Climate
  - Course Access
  - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, and the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2023.
- The LCAP must include a budget overview for families.

**RATIONALE:** District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2023-2024. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan for Tracy Independent Study Charter School. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** No funding is required for this agenda item.

**RECOMMENDATION:** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School.

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 31, 2023  
**SUBJECT:** **Conduct a Public Hearing to Solicit Recommendations and Comments  
Regarding the Proposed 2023-24 School District Budget**

**BACKGROUND:** Effective January 1, 2017, California Education Codes 42103 & 42126 require that on or before July 1 of each year, the governing board of each school district shall hold a public hearing on the proposed budget for the subsequent fiscal year. The public hearing shall take place in a school district facility, or some other place conveniently accessible to the residents of the school district, and the agenda for that hearing shall be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection. The proposed budget shall show expenditures, cash balances, and all revenues, and shall also include an estimate of those figures, unaudited, for the preceding fiscal year.

**RATIONALE:** This public hearing is scheduled to fulfill the requirements of California Education Codes 42103 & 42126, and is in conjunction with an information item in which projected expenditures, cash balances, and revenues will be presented.

**FUNDING:** No funding is required for this agenda item.

**RECOMMENDATION:** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2023-24 School District Budget.

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



## ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** May 30, 2023  
**SUBJECT:** Public Hearing to Gather Input on Draft Trustee Area Boundary Maps

**BACKGROUND:** Board members are currently elected in “at-large” elections, where each member is elected by voters throughout the District. The California Voting Rights Act (CVRA) prohibits the use of “at-large” elections in certain circumstances. On or about November 3, 2022, the District received an attorney letter alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections. “By-trustee-area” elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA. At its January 24, 2023, regular meeting, the Board adopted a resolution indicating its intent to transition from at-large to by-trustee area elections, and at its February 14, 2023, regular meeting the Board approved retaining National Demographics Corporation to provide demographic services to assist with the transition to by-trustee-area elections.

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

**RATIONALE:** The law requires the Board hold three public hearings prior to the approval of any boundary maps. On April 25, 2023, the Board held its first public hearing regarding draft trustee area boundary maps. On May 9, 2023, the Board held its second public hearing regarding draft trustee area boundary maps.

At this evening’s meeting, the Board will hold its third and final public hearing, consider the draft maps and select a final map and associated election sequence to be submitted to the County Committee on School District Organization for its consideration and approval. Upon approval by the County Committee, and submission to the County Registrar of Voters, the map will become effective for the November 2024 election cycle. More information about this process is available on the District’s website at: <https://www.tracy.k12.ca.us/board-of-education/agenda-minutes>

**RECOMMENDATION:** Open a public hearing to gather any public input regarding the proposed maps.

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



TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 23, 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>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Cheer-Dance Booster Club	<i>Approved</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>
West High Science Booster Club	<i>Recommended for approval</i>	<i>Current</i>



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** May 31, 2023  
**SUBJECT:** Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

Board Approval Required Vendor Name	Insurance Expiration
Leonard Photography Senior Portraits, student, staff and yearbook photos, ID cards, school event photos. Chris and Gina Leonard 209-824-0204, support@leonardphoto.com, www.leonardphoto.com	10/25/2023

The attached list of vendors have met all of the criteria to provide assemblies at TUSD sites, and their presentation has been deemed appropriate for TUSD students. This list will be updated as needed and presented to the board for approval.

**FUNDING:** Per attached summary of requisitions.

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

**PREPARED BY:** Cerina V Reyes, Facility Use Coordinator.



TRACY  
UNIFIED SCHOOL DISTRICT

## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** June 2, 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**  
**June 13, 2023**  
**SUMMARY OF SERVICES**

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A.	Vendor:	McCormick and Barstow, LLP
	Sites:	Tracy Unified School District
	Item:	Purchase Order
	Services:	Legal Services for liability claims and litigation.
	Cost:	\$255.00/hr. as negotiated by the NorCal Relief executive committee.
	Project Funding:	General Fund/Risk Management

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B.	Vendor:	Leone & Alberts, Attorneys at Law
	Sites:	Tracy Unified School District
	Item:	Purchase Order
	Services:	Legal services for liability claims and litigation
	Cost:	\$255.00/hr. as negotiated by the NorCal Relief executive committee.
	Project Funding:	General Fund/Risk Management

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C.	Vendor:	Johnson, Schachter, & Lewis
	Sites:	Tracy Unified School District
	Item:	Purchase Order
	Services:	Legal Services for liability claims and litigation
	Cost:	\$255.00/hr. as negotiated by the NorCal Relief executive committee.
	Project Funding:	General Fund/Risk Management

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D.	Vendor:	McArthur & Levin, LLP
	Sites:	Tracy Unified School District
	Item:	Attorney-Client Fee Contract
	Services:	Legal services for Special Education matters under state and federal law.
	Cost:	\$225.00/hr. (partner attorney), \$200.00/hr. (associate attorney)
	Project Funding:	Risk Management

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E.	Vendor:	Heal 360
	Sites:	Health Services/District-wide
	Item:	Testing Service Agreement
	Svcs:	Manage diabetics, perform catheterizations, ostomy care, provide 1-1 LVN services and other duties as required.
	Cost:	LVN \$78 per/hr, BSN(Credentialed School Nurse) \$105.00 per/hr.
	Project Funding:	Health Services

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F. Vendor: Alegre Home Care/Alegre Staffing  
Sites: Health Services/District-wide  
Item: Contract  
Services: Perform catheterizations, manage diabetics, provide 1-on-1 LVN/RN services, and perform other nursing duties as required.  
Cost: \$54.50/hr. for LNV 1, \$56.50/hr. for LVN 2 Vision/Hearing Certificate \$61.00/hr for RN, \$86.00/hr. for RN/BSN (Credentialed School Nurse. Not to exceed \$950,000.00.  
Project Funding: Health Services

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G. Vendor: All City Management Services  
Sites: Bohn Elementary School  
Item: Service Agreement  
Services: School crossing guard services at Bohn School for the 2022-2023 school year  
Cost: \$17,593.20  
Project Funding: General Fund

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H. Vendor: San Joaquin County Office of Education  
Sites: District-wide  
Item: Three Year Agreement (Expires 6/30/25)  
Services: SJCOE will provide participating districts explosive detection canine services through Kontraband Interdiction & Detection Services (KIDS) for a combined total of 100 hours per fiscal year.  
Cost: Cost is based on district participation <\$2,000.00. Additional fees are accrued in the event the participating districts cumulative service hours exceed 100 hours per fiscal year at a rate of \$300.00 for the first hour of each call and \$100.00 per hour thereafter.  
Project Funding: General Fund

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I. Vendor: Stanislaus County Office of Education  
Sites: District-wide  
Item: Agreement  
Services: Pure Tone hearing screenings for students in kindergarten, second, fifth, and eighth grade.  
Cost: \$5.65 per student or \$11.30 per student in a wheelchair and is unable to enter the van; not to exceed \$30,000.00  
Project Funding: General Fund/Health Services

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J.	Vendor:	Stericycle
	Sites:	District-wide
	Item:	Yearly Service Agreement
	Svcs:	Hazardous drug and phlebotomy sharps container disposal.
	Cost:	< \$11,500.00
	Project Funding:	General Fund/Health Services

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K.	Vendor:	Special Project for Utility Rate Reduction (SPURR)
	Sites:	District-wide
	Item:	Five Year Agreement (expires 6/30/24)
	Services:	SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.
	Cost:	< \$600,000.00
	Project Funding:	General Fund

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L.	Vendor:	Ingenium
	Sites:	District-wide
	Item:	Open Purchase Order
	Services:	Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health.
	Cost:	< \$30,000.00
	Project Funding:	General Fund/Environmental Compliance

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M.	Vendor:	Cooperative Strategies
	Sites:	District-wide
	Item:	Yearly Agreement
	Services:	Cooperative Strategies will grant access to their web based myschoolLocation software to be used by District personel and the community to easily identify and match the student home address to their appropriate zoned school location.
	Cost:	\$689.00 annually
	Project Funding:	General Fund/Student Services

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N.	Vendor:	Dannis Woliver Kelley, Attorneys at Law
	Sites:	Tracy Unified School District
	Item:	Agreement for Professional Services – Two Year Agreement (expires 6/30/24)
	Services:	Legal services related to general education law advice and representation; including collective bargaining, litigation, property, and facilities related matters.

Cost: Rates range from \$130.00/hr. to \$450.00/hr. dependent upon the level of qualification of the individual attorney and the nature of the legal services provided.  
Project Funding: General Fund/Risk Management

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O. Vendor: Transfinder  
Sites: Transportation Department  
Item: Software License & Hosting Agreement  
Srvs: Transfinder is a bus routing software system which includes a scheduling system, route analysis, cost calculations, and satellite imagery.  
Cost: \$14,200.00  
Project Funding: General Fund/Transportation

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P. Vendor: Assad Insurance Agency, Inc.  
Sites: Tracy Unified School District  
Item: Property and Liability Insurance Renewal for the 22/23 Fiscal Year  
Services: Property and liability insurance includes: premises and vehicles, real property and contents, crime/employee dishonesty, electronic data processing, equipment breakdown, excess liability, cyber liability, claims administration, NorCal Relief claims administration, safety inspections, and real property appraisals.  
Cost: \$1,428,368.00  
Project Funding: General Fund/Risk Management

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Q. Vendor: Bagley Enterprises  
Sites: District Service Center  
Item: Contract  
Services: Underground storage tank monitoring and compliance; repair of tanks, pumps, and alarm systems as needed.  
Cost: Not to exceed \$20,000.00  
Project Funding: General Fund/Transportation

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R. Vendor: Schindler Elevator Corporation  
Sites: District-wide  
Item: Service Agreement  
Services: Maintenance agreement, repairs, and emergency communication monitoring for nine (9) district passenger elevators located at various school sites.  
Cost: \$24,607.20  
Project Funding: General Fund

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S. Vendor: Hankin Specialty Elevator  
Sites: District-wide  
Item: Service Agreement  
Services: Maintenance and services of Districts thirteen wheelchair lifts, to include state inspections and repairs when applicable.  
Cost: < \$11,500.00  
Project Funding: General Fund/Environmental Compliance

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T. Vendor: Excel Interpreting & Translating, LLC  
Sites: District-wide  
Item: Agreement  
Services: Provide in person, on line, telephone(at parent request) interpreting services as needed for parnts who need these service for school/district meetings. Also translation of documents.  
Cost: \$4,900.00  
Project Funding: General Fund/Environmental Compliance



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 16, 2023  
**SUBJECT:** **Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service**

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

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

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

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

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

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

Or

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

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

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

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

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

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

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

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

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

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

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

E-WASTE INVENTORY May, 2023

ITEM	ESTIMATED QUANTITY
Monitors	25
Computers	647
Printers	2
Projectors	1
Mobile 245 Tray Sealer	1



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** June 2, 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 Tracy Breakfast Lions Club for the amount of \$500.00 (ck# 1705). This donation is for Tracy High FFA Club.
2. Tracy Unified School District/Tracy High School: From Patricia Robidart for the amount of \$1000.00 (ck# 2781). This donation is for Joe Alvarez FFA Scholarship.
3. Tracy Unified School District/Tracy High School: From Nancy Gonzales-Heer for the amount of \$1000.00 (ck# 3698). This donation is for Butch Gonzales Scholarship.
4. Tracy Unified School District/Tracy High School: From William Koster for the amount of \$1000.00 (ck# 1176). This donation is for the Arianna Koster Memorial Scholarship.
5. Tracy Unified School District/Tracy High School: From Lawrence Guillen for the amount of \$500.00 (ck# 1110). This donation is for the Butch Gonzales Scholarship.
6. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$1000.00 (ck# 1010164052). This donation is for the Leprino Foods Company Science Scholarship.
7. Tracy Unified School District/Tracy High School: From Rhodes-Stockton Bean Co-op for the amount of \$500.00 (ck# 20244). This donation is for the Douglas V. Hensley Scholarship (2022-23).

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

**FUNDING:** Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 5, 2023  
**SUBJECT:** **Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School, William's Middle School and Monte Vista Middle School Parents and Students for the 2023-2024 School Year**

**BACKGROUND:** Research has documented the importance of involving parents in the educational program; however, some parents are more comfortable navigating the educational system than others. Guidance from the California Department of Education identifies parent involvement as a priority focus area for the development and implementation of the Local Control and Accountability Plan (LCAP). In recent years, all school sites have been encouraged to offer parent education opportunities and having done so; it appears that many of the same parents remain involved while others are not. Two years ago, a group of parents and students became involved in College Bound Tracy Unified School District (TUSD). Students and parents are engaged in this program and there is a desire to continue to provide this support to current participants at each high school for the 2023-2024 school year.

**RATIONALE:** During the 2015-2016 school year, TUSD piloted College Bound Tracy USD, a college and career readiness program which empowered approximately 50 Kimball, 50 West High and 5 Tracy High students (in grades 9 and 10) and their parents, guardians and/or responsible adults to navigate the educational system while ensuring postsecondary success. College Bound students and their parents attend mandatory monthly Saturday meetings throughout the school year. Parents and students alike identified the positive impact that this program is having on informing parents on how to best guide their child's educational path while students experience The College Bound Curriculum. During the 2019-2020, 2021-2022, and 2022-2023 school years, the College Bound program continued supporting students and families. For the 2023-2024 school year College Bound Curriculum will be opened to up to 105 8<sup>th</sup>-12 grade Tracy Unified scholars. The College Bound and Tracy Unified partnership will serve up to 240 scholars, parents, and families for the 2023-2024 school year. This program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The total cost of College Bound Tracy USD shall not exceed \$155,000.00 for up to 105 scholars, 20 sibling scholars, and 115 parents/guardians. An additional \$650.00 per additional scholar, not to exceed 75 scholars, will be paid for those who attend at least 3 College Bound Saturdays in the first semester. These additional scholar fees will be reviewed by TUSD and paid for on the January 2024 invoice. This contract will be paid for with ESSER III funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School, William's Middle School and Monte Vista Middle School Parents and Students for the 2023-2024 School Year.

**Prepared by:** Dr. Mary Petty, Director of Continuous Improvement, State & 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 Concerned Parents Alliance Incorporated – College Bound Academy Programs, 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 monthly college and career readiness workshops. The monthly workshops will be open to up to 105 8th - 12th TUSD scholars and 15 of their younger siblings, plus 115 parents/guardians. See attached Proposal for further details.

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 Ten (10) months Sept. 2023 – May 2024, 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 \$77,500.00 in August 2023 and the second in January of 2024, upon receipt of invoice. **[XX] FLAT RATE**, not to exceed a total of \$155,000.00. An additional \$650.00 per additional scholar, not to exceed 75 scholars, will be paid for those who attend at least 3 College Bound Saturdays in the first semester. These additional scholar fees will be reviewed by TUSD and paid for on the January 2024 invoice. 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 \$ 0.00 for the term of this agreement.
- c. District shall make payment in **[XX] TWO PAYMENTS 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 01, 2023, and shall terminate on May 31,

Rev. 06.23.1 2024.



## **College Bound Tracy Unified School District (CBTUSD)**

### **A College and Career Readiness Proposal Between**

### **Concerned Parents Alliance, Incorporated**

**and**

### **Tracy Unified School District (TUSD)**

**2023 - 2024 Academic Year**

**May 12, 2023**

CBTUSD is one of few programs within the district that serves the entire family. We work with the scholars, their younger siblings and their parents/guardians. Most programs focus only on the scholar or only on the parent. We believe in family empowerment and have a proven track record of success. The achievement gap cannot be closed without closing the parent/family engagement gap. We are in a national educational crisis and it's going to require all of us working TOGETHER in order to make a change. **Concerned Parents Alliance™/College Bound Academy Programs** uses a comprehensive and family oriented approach utilizing real-life solutions to help parents and families take back control of their households while ensuring educational success for their children. **CPA/College Bound Academy Programs** reaches parents where they are and helps them understand that "children need our presence more than our presents."

**CPA/COLLEGE BOUND ACADEMY PROGRAMS**  
**2023–2024 CBTUSD Program Details**  
**A COLLEGE AND CAREER READINESS FAMILY ACADEMY SERIES**

**The CPA/College Bound Academy Programs team** will provide monthly college and career readiness family academy meetings. The monthly gatherings will be available for up to 105 8<sup>th</sup> – 12<sup>th</sup> grade TUSD scholars, 20 of their younger siblings **plus** their families. The parents, guardians or responsible adults described above will be required to attend the meetings with their scholars. Parents/Guardians can register and attend the meetings with a goal of becoming more empowered to navigate the educational system, take back control of their households while ensuring post secondary success for their scholars and themselves. CB families will be empowered to navigate the educational system while being exposed to academic excellence, college preparation, community service, financial literacy, leadership development, knowledge of racial equity and inclusion experiences, and self-esteem building. While being qualified for a four-year university/college is the program's priority, scholars and their families will also be exposed to additional post-secondary opportunities including attending a two-year college, career/vocational and military pathways.

CPA provides a family friendly on-line registration via the CPA/College Bound Academy Programs special registration link.

[https://docs.google.com/forms/d/e/1FAIpQLSd\\_GCDgefYDvujWKdNEB81RGy2pLS5NWJ1QFdcwDsX2lBrBA/viewform](https://docs.google.com/forms/d/e/1FAIpQLSd_GCDgefYDvujWKdNEB81RGy2pLS5NWJ1QFdcwDsX2lBrBA/viewform)

CPA will also create and maintain program applications and rosters while providing personal reminder messages, emails and/or text messages to each participating family. The CPA and TUSD partnership will serve up to 240 scholars, parents and families. Additional slots shall be made available if the above numbers exceed.

**Racial Equity and Inclusion Component** – The goal is to help everyone understand that we all bring greatness to the table and appreciate the fact that once we understand each other, tell our own stories, have courageous and intentional conversations, how we can make a difference TOGETHER in this world.

**CPA/College Bound Academy Programs** also provides a “pre-college bound” component titled **The CB Rising Scholars**. This creates a potential pipeline plus allows each parent/guardian the ability to participate fully in the program with their scholar and not having to worry about younger siblings. This component will also allow the CPA team to work with the younger siblings in exposing them to post-secondary opportunities and self-esteem building.

## **COLLEGE BOUND TENTATIVE DATES**

**Timeline** – August 2023 – May 2024

**Time:** 9:00am – 12 Noon

### **CBTUSD Tentative Academy Meeting Dates:**

August - CB Recruiting	January 20 <sup>th</sup>
September 16 <sup>th</sup>	February 3 <sup>rd</sup>
October 21 <sup>st</sup>	March 2 <sup>nd</sup>
November 4 <sup>th</sup>	April 6 <sup>th</sup>
December 2 <sup>nd</sup>	May 4 <sup>th</sup> – Finale Program

**Audience:** Up to 105 8<sup>th</sup> – 12<sup>th</sup> grade TUSD scholars, 20 of their younger siblings **and** their families (up to 115 parents, guardians or responsible adult).

All TUSD high schools will share up to 80 9<sup>th</sup> – 12<sup>th</sup> grade scholar slots and the middle schools will share up to 25 8<sup>th</sup> grade scholar slots. The Rising Scholar component will consist of up to 20 younger siblings along with 115 parents/guardians or responsible adults who are required to join their scholars during the monthly CBTUSD meetings. The CBTUSD program has the capacity to serve up to 240 scholars, younger siblings and parents/guardians.

### **TUSD Requirements:**

- To identify and provide meeting facilities arranged theater style with 2 microphones, LCD projector and screen, Internet access, 5 classrooms, 1 open space room for the rising scholars' component, computers or computer lab as requested, and 4 tables on a monthly basis.
- Provide a translator and appropriate listening devices equipment for workshop participants as needed
- Access to the CBTUSD scholar educational records, upon parent authorization, via the registration form.
- CPA prefers that each high school and the district provide at least one representative at each CB meeting.
- TUSD will work with CPA staff to arrange for an exchange of dialogue with TUSD Principals, Counselors, Athletic Directors and other stakeholders in August 2023 and January 2024. The objective of these meetings is to keep the lines of communication open and encourage influencing staff to motivate their scholars to join the CBTUSD Academy.
- To help market the CBTUSD Academy to all HS and MS families

**COVID & TUSD Guidelines:** CPA will follow the TUSD's guidelines including meeting rooms that accommodate social distancing, wearing masks, etc. If required, CPA have the ability and resources to provide virtual meetings.

## **CASE MANAGEMENT**

### **INDIVIDUAL SCHOLAR, FAMILY ADVISING & COLLEGE BOUND ADVOCATE**

College Bound scholars and their families will be assigned to **CPA/College Bound Academy Program** staff members who will provide guidance and advice regarding the A-G college requirements, GPA, tutorial resources, community service, leadership development, scholarship opportunities, college prep, mindfulness information, as well as internal and external educational opportunities.

**CPA/College Bound Academy Program** staff will be available to meet with families upon request and/or as challenges arise for the CB scholar. College Bound Staff will monitor grades, identify and work with TUSD resources to help further the educational journey of our College Bound scholars and families.

**Timeline** – September 2023 – May 2024      **Time:** On-going and based upon CBTUSD family needs

**Audience:** Scholars, Parents/Guardians and/or schools can request CPA/College Bound Academy Program staff to be present for IEP, 504, Teacher, Family and/or Counselor meetings. With advanced notice, via the CPA Staff Request Online form, CPA/College Bound Academy Program staff will make themselves available in order to meet the needs of the CB families.

**TUSD Requirements:** To provide a meeting room and/or space where **CPA/College Bound Academy Program** staff can meet with scholars, parents, etc. as requested.

## **COLLEGE BOUND OFFICERS/LEADERSHIP DEVELOPMENT**

CB student officers will be elected during the second CB meeting. These officers will communicate pertinent information, including educational activities and scholarship opportunities, to their peers attending the TUSD high schools and meet prior to the CB meetings monthly. This model also allows the scholars to motivate each other during the non-CB dates.

## **CBTUSD DATA COLLECTION**

CPA will ensure the following data is collected and presented throughout the year.

- **PRE-ASSESSMENT SURVEY – CPA/College Bound Academy Programs** staff will provide a pre-assessment survey to every CBTUSD scholar and their families in September 2023.

### **Data Includes:**

- Scholars entering and ending GPA
- Number of AP or honors classes currently enrolled
- Knowledge of A-G college requirements
- Number of community service hours
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Expectations of the program
- Identification of IEP or 504

- Knowledge of the TUSD on-line campus portal
  - Tutorial resources for their scholar
  - Number of scholarship opportunities
  - FAFSA Completion and EFC
  - Name and number of schools CB seniors applied to and accepted admission
- **POST ASSESSMENT SURVEY – CPA/College Bound Academy Programs** staff will provide a post assessment survey to every CBTUSD scholar and their families in May 2024.

**Data Includes:**

- Scholars ending GPA and has it increased, decreased or stayed the same
- Number of AP or honors classes taken
- Knowledge of A-G college requirements
- Number of community service hours actually completed
- College prep tests registration and/or scores
- Names of colleges or universities they are interested in attending
- Were the program expectations met (1 to 5 rating with 5 being the highest)
- Number of times scholar and/or parent met with their school counselor
- Was CPA/COLLEGE BOUND PROGRAMS helpful regarding any school meetings
- Number of times they accessed the campus portal
- Whether or not their scholar took advantage of any tutorial services
- Whether or not their scholar took advantage of scholarships discussed or offered
- Number and names of colleges they applied to (Seniors Only)
- Number and names of colleges they were accepted to (Seniors Only)
- Scholarships they applied to and earned (Seniors Only)
- Completion of FAFSA and EFC average (Seniors Only)

**TUSD Requirements:** TUSD will provide transcripts for each registered scholar in August/September 2023 and January 2024.

## **College Bound Curriculum/Lesson Plans**

Concerned Parents Alliance provides a customized curriculum used for each CB program. It meets the scholars, parents and families where they are and is designed specifically for college bound academy programs only. The curriculum focuses on educational topics that will impact each household. Examples include time management, study habits, A-G, entrepreneurship, financial aid and scholarships, building self-esteem, understanding the policies and procedures within the educational arena, taking back control of their households, bullying, social media, state of mind/mindfulness, current events, etc.

## **Comprehensive Marketing Plan**

All of the CPA programs and services include a comprehensive marketing plan with the goal of not “adding more to the school staff’s plate” but including this information in the school site’s existing marketing efforts. CPA needs to participate in quarterly meetings with key internal and external stake holders as well as given the opportunity to present at the TUSD Leadership meetings and to be listed as part of the TUSD College and Career Readiness programs and/or any applicable social media posts. CPA relies upon TUSD staff to nominate and help get the word out about the College Bound TUSD program during key family-oriented programs and events. We will begin recruiting efforts in August 2023 and upon requests do our best to have representation at key events and activities.

## **Customized College Tours**

CPA has taken our scholars and their parents on customized tours exposing them to over 360 colleges and universities throughout the country. Week-long trips will more than likely be held during school breaks and/or professional development days.

## **Required Attendance and Parent/Family Engagement**

CBTUSD only meets once a month therefore we work with scholars and their families to make the program a priority. We understand that life gets in the way, however, there are no excuses to miss a CB meeting. All scholars must bring a parent/guardian or responsible adult with them to each monthly meeting. It is our goal to have every scholar and their families attend each CB meeting but parents make the ultimate decision. CPA asks that TUSD share with the athletic and/or extra-curricular Directors and ask them to excuse any CB scholars on the designated meeting dates and times. In turn, CPA will work with the parents/responsible adults to also check in with the above personnel reinforcing that their scholar will not be present at the activity if it falls on a CB date.

## **University/College Partnerships**

CPA has a memorandum of understanding with several institutions of higher education including the University of CA, select schools within the California State University and private institutions. We will continue to establish partnerships with other companies or agencies that have made education a priority.

## **Scholarships**

CPA has raised funds and researched hundreds of academic scholarships for our college bound scholars in good standing. Every year, we detail financial aid, financial literacy and scholarship information with the CB families.

## **CPA Staff Members**

Concerned Parents Alliance® has a variety of professional staff members with diverse backgrounds including successful experience in the educational, corporate and non-profit arenas. We only undertake assignments in which our competence has been established and where we can assure satisfactory performance by virtue of previous experience and/or individual expertise.

## **CPA/College Bound Academy Programs**

### **OUTCOME BASED PROGRAMS AND SERVICES**

#### **Engaged Parents, Guardians, Caregivers and Responsible Adults Will:**

- Understand that parent/family engagement is essential to a comprehensive and successful educational plan
- Understand the importance of today's life challenges for their scholar and cultural diversity appreciation
- Become familiar with the educational statistics impacting their children
- Become more empowered to take control of their finances while learning more about financing their child's educational journey.
- Understand their ability to have a direct impact as to whether or not their children do well in school, graduate from high school and have the choice of attending college
- Understand the importance of their scholars attending school, fulfilling A-G college requirements, graduating from high school, preparing for a successful post secondary opportunity with attending a four-year college or university being the priority

#### **Engaged Scholars Will Understand:**

- The importance of believing in themselves, appreciating cultural diversity and understanding the impact of life challenges and decisions
- The importance of taking personal responsibility for their educational journey
- The power they have in creating a positive peer pressure which allows education to become one of their top priorities
- How they can control whether or not they graduate from high school and have the choice of attending college or exploring an array of post-secondary opportunities
- How fulfilling A-G college requirements could provide a variety of options to help them with their college and career choices
- How hard work could result in excellent grades which in turn could provide an array of scholarship opportunities.

## **CPA/College Bound Academy Programs**

### **PROGRAM COST AND BILLING**

**\$155,000**

(A total of 240 participants. Up to 105 8<sup>th</sup> – 12<sup>th</sup> grade scholars, 20 younger siblings and 115 parents, guardians and/or responsible adults)

### **Contingency Plan**

A review meeting will be held between, (Dr. Willis and Dr. Petty or CBTUSD), to determine the number of additional scholars who have joined and committed to at least 3 College Bound Saturdays by November 30, 2023. The additional \$650.00 fee per additional scholar will be added to the January 2024 invoice/payment. The increased numbers cannot exceed an additional 75 scholars, 5 rising scholars and 90 parents/guardians/responsible adults.

### **DISBURSEMENT OF FUNDS**

CPA will bill TUSD in the amount of \$77,500 in August 2023 and January 2024

CPA will be bill TUSD monthly for the additional scholars and their families @ \$650 per scholar.

**Timeline** – August 2023 – May 2024

**Meeting Times:** 9:00am – 12 Noon

### **CBTUSD Tentative Academy Meeting Dates:**

August - CB Recruiting	January 20 <sup>th</sup>
September 16 <sup>th</sup>	February 3 <sup>rd</sup>
October 21 <sup>st</sup>	March 2 <sup>nd</sup>
November 4 <sup>th</sup>	April 6 <sup>th</sup>
December 2 <sup>nd</sup>	May 4 <sup>th</sup> – Finale Program

All checks should be made payable to Concerned Parents Alliance and mailed within 30 days of the invoice to: PO Box 720092, San Diego, CA 92172-0092.

All questions should be directed to Dr. Darlene V. Willis, Co-Founder/Executive Director by either calling 619-823-7103 or emailing [drwillis63@gmail.com](mailto:drwillis63@gmail.com)

*The information contained in this document is copyright and for exclusive use between the CPA/College Bound Academy Programs and Tracy Unified School District partnership only.*

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, Dr. 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 ~~[XX] 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 45 125 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 judgement 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:

Donlene V. Williams Executive Director

Contractor Signature

Title

Tracy Unified School District

27-0046936

RS Identification Number

Date

Executive Director

ESSER III

Title

Account Number to be Charged

PO Box 720092

Address

Department/Site Approval

San Diego, CA 92172-0092

Budget Approval

Date Approved by the Board

Rev. 06.23.16



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 22, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to provide Professional Development for District Administrators, Site Administrators and Teachers for the 2023-2024 School Year

**BACKGROUND:** The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. As a division of HMH, ICLE is best able to support Tracy Unified in making connections between the California state standards and the need to move toward increasing rigor, relevance, and relationships for all students. The District has a planned continued partnership with ICLE to provide professional development for district teachers and administrators for increasing rigorous and relevant instruction and relationships for all students.

**RATIONALE:** The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt provides professional development in the Rigor/Relevance Framework to district and site administrators and teachers. The District's goal is to improve rigor for all students in the areas of student-centered academic discussion, questioning, and thoughtful work.

Through a comprehensive and blended approach, this contract is tailored to support our continued implementation of the California Standards through a series of courses and coaching to fit our school leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students.

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement a collaborative approach to teacher support. The purpose of content is to deepen leadership skills

in the area of organizational and instructional leadership. Leadership courses and coaching modules will focus on providing effective feedback to teachers, building leadership capacity, and using classroom data in a meaningful way to increase student achievement.

This contract includes a total of 148 on site days and several components including coaching days for administrators and teachers with ICLE coaches uniquely skilled at providing training and implementation support of the Rigor/Relevance Framework, along with high-leveraging instructional strategies aimed at improving student outcomes.

The purpose of this professional development is to continue to train and support all site and district administrators and teachers in the Rigor/Relevance Framework in order to improve instruction and student outcomes. The first component will include monthly Leadership Academy Sessions for all site administrators and Ed Services team members. The second component includes 1 day of training for new administrators to the District. The third component includes 8 days at each of the 17 school sites for on-site, job-embedded coaching and support from the ICLE coaches. This support includes, but is not limited to:

- Training on the Daggett System for Effective Instruction
- Building understanding of how rigor, relevance, and relationships support the foundations of effective instruction through lesson design
- Supporting the development of action items for creating engaging learning environments
- Training and implementation support for effective instructional strategies to increase rigor and relevance
- Professional development of higher-level thinking through questioning, academic discussion, and writing strategies
- Calibration of instructional rounds focused on the Rigor/Relevance Framework
- Site leadership coaching to build the capacity of the site leadership team in implementing Rigor/Relevance effectively at each individual school site

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

**FUNDING:** The total cost for the staff development training is \$ 645,280.00 and will be paid by Expanded Learning Opportunity Grant (ELOG) funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2023-2024 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 Houghton Mifflin Harcourt (International Center for Leadership in Education, ICLE), 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 Professional Development for District Administrators, Site Administrators and Teachers in 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 148 ( ) [ ] 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 \$ 645,280.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 645,280.00. 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 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tracy Unified School District

Date \_\_\_\_\_

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

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

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

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

## ICLE Services Agreement

District/Organization: Tracy Unified School District

Date: 3.27.2023

Address: 1875 W Lowell Ave, Tracy, CA 95376

CP: 008658583

Dates	Description	Investment
SY 2023-24	<b>Leadership Coaching Days</b> <i>55 in-person days comprised of the following:</i> <ul style="list-style-type: none"> <li>43 Days RRR Leadership Coaching – 17 buildings</li> <li>4 Days RRR Leadership Coaching at Tracy Independent Charter School</li> <li>1 Day RRR Leadership Coaching for new administrators</li> <li>7 Days Leadership Coaching at Leadership Academy</li> </ul>	\$299,750
SY 2023-24	<b>Instructional Coaching Days</b> <ul style="list-style-type: none"> <li>93 in-person instructional coaching days at 17 buildings</li> </ul>	\$506,850
Sub-Total		\$806,600
Partnership Discount		-\$161,320
<b>Total (All Inclusive)</b>		<b>\$645,280</b>

Total Investment Includes	
Travel and Expenses	Airfare   Ground transportation   Lodging   Meals   All other travel expenses
Materials	Instructional materials used during the session (as applicable)

Services Agreement valid for 30 days

Subject to terms and conditions, located at: <https://www.hmhc.com/terms-of-use/services>

The district/organization referenced above hereby accepts and agrees to the details set forth in this Services Summary, including dates and fees, subject to the terms and conditions.

### Client to Complete

Signature: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

- Will a PO be issued for this purchase? ☐ yes ☐ no PO required
- Is the PO attached? ☐ yes ☐ no If no, anticipated date of PO: \_\_\_\_\_
- Please Invoice from Houghton Mifflin Harcourt: ☐ upon delivery of service or ☐ upfront
- If invoice "upon delivery of service" is selected, please indicate funding/PO expiration/last date HMH can invoice:  
\_\_\_\_\_

Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to Amy Tschider at [ATschider@leaded.com](mailto:ATschider@leaded.com)



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 11, 2023  
**SUBJECT:** Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2023-2024 School Year

**BACKGROUND:** High leverage English Language Development (ELD) strategies are essential to promote English Language acquisition, academic achievement, and cross-cultural skills for our English Learners. These strategies are tied to the CA ELD standards and help EL students make advancements in attaining English language proficiency and reclassification statues. Our partnership with the San Joaquin County Office of Education (SJCOE) has led TUSD to create Interactive Read Aloud IRA for all grades PK-2<sup>nd</sup> grade. We are currently working on creating Text Deconstruction/Reconstruction strategies for 3-12 grade. Our partnership with SJCOE has given support to middle and high school ELD teachers in working with the county in aligning Study Sync to the ELD standards and finding many teaching strategies to help teachers teach their ELD courses. TUSD will begin training our middle and high school special education teachers who teach academic support and mild modified ELA courses in the ELD standards to enhance their capabilities in designated ELD time for their dually identified EL students. SJCOE will also help the educational service department in our continual revision of our EL Master plan. The EL Master plan is a living document, just like our constitution, which requires a constant review process as laws and state mandates continue to change. TUSD is privileged to have a large team of para-educators working with our EL students. As a result, we are bringing the county's 5-day para-educator institute to TUSD. This institute will enhance the capabilities and skill set our para-educators have in working with our EL students.

**RATIONALE:** Tracy Unified School District (TUSD) has continually trained teachers PK-12<sup>th</sup> grade using high-level English Learner instructional strategies in their classrooms. These instructional strategies in Interactive Read Aloud, Text Deconstruction/Reconstruction, ELD Alignment of Study Sync, and para-educator training has provided clear, practical strategies promoting positive, effective interactions among students and between teachers and students. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and 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 for this partnership and support which will be funded by Title III is as follows: Five (5) ELD Steering Committee days focusing on a continuum of Text Deconstruction/Reconstruction at \$2,400 per day for a total of \$12,000.00; Six (6) days of EL Professional Learning focusing on ELA/ELD using StudySync at \$2,400.00 per day for a total of \$14,400.00; Five (5) days EL Master Plan support at \$1,200 per day for a total of 6,000; 5 half day Paraprofessional Institute @ \$375 per person, with a 30-person minimum starting \$11,250 if more people attend the cost will increase; Professional Learning for Designated ELD in Special Education, 3 days @\$2400 per day \$7,200. All services estimated at a minimum of \$50,850 based on paraprofessional Institute attendance.

**RECOMMENDATION:** Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2023-2024 School Year.

**Prepared by:** Jose Jimenez, District EL Program Coordinator.



## **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, hereinafter referred to as "Tracy Unified," is to provide professional learning for the 2023-24 school year.

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

#### **I. SCOPE OF WORK**

- a. SJCOE Language & Literacy Department will provide the following services:
    - ELD Steering Committee Support: 5 days @\$2400/day = \$12,000
    - EL Taskforce: 5 half days to support the EL Master Plan @1,200/day = \$6,000
    - Paraprofessional Institute: 5 half days, \$375/per person, with a 30-person minimum = \$11,250 minimum
    - ELA/ELD StudySync professional learning support, 6 days @\$2,400/day = \$14,400
    - Professional Learning for Designated ELD in Special Education, 3 days @\$2400/day = \$7,200
- Total = \$50,850 minimum

#### **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. Tracy Unified will pay SJCOE 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 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. San Joaquin County Office of Education 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 agrees that SJCOE is not entitled to any 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

1. Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? ☐ Yes ☐ No
2. Have you or any of your employees previously been employed by the SJCOE? ☐ Yes ☐ No
3. Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? ☐ Yes ☐ No  
If yes, which system? (CalPERS) ☐ (CalSTRS) ☐
4. 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? ☐ Yes ☐ No  
If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

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

**VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES**

San Joaquin County Office of Education

Stacey Greer, Director of Language & Literacy

4/28/2023

Date

Tracy Unified School District

Joe M. Juenet  
Name, Title EL Program Coordinator

5-17-23

Date

Warren Sun, Div. Director of Operations

4/28/23

Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 19, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, and Louis Bohn School for the 2023 - 2024 School Year

**BACKGROUND:** The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through eighth grade for four-to-eight-week sessions (depending on the school). Students will learn basic art concepts and carry out various art projects.

**RATIONALE:** In the past we have been fortunate enough to have the San Joaquin County office of Education, Artist-in-Residence Program provide our students with an opportunity to learn about art in a new way. This program was a wonderful success. Students and teachers were very pleased with not just the art but with the full lessons presented during the art classes. Many students do not get the opportunity to use art in their homes or to go to museums. Opening their eyes to art is vital and also increases their use of language in a meaningful context. The instruction builds on verbal skills and increases students' vocabulary. The art process helps to promote skills such as paying attention to details, critical thinking, reasoning and improving visual and spatial acuity. The art projects are used to enhance writing and reading project-based learning for the Common Core Standards. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** These contracts are to be paid with Title 1 Funding. The Central School contract will not exceed \$9,920.00 to be paid from Title 1 funds. McKinley School contract will not exceed \$ 8,778.00 from Title 1 funds. Bohn School contract will not exceed \$4,416.00 from Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Central School, McKinley School, and Louis Bohn School for the 2023 - 2024 School Year.

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



MEMORANDUM OF UNDERSTANDING  
(Central/Mario, Ingrid)

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Central Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Central Elementary, mutually agree to the following terms and conditions:

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for Central Elementary to:

- 1) Provide supplies for artists in residence.
- 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 5) Expedite timely payment to SJCOE. Artists-in-Residence, Mario Tejada and Ingrid Canton, who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

II. TERM OF AGREEMENT

Services by SJCOE will begin: August 23, 2023 and will continue on the following dates. See quote.

Number of classes: 20 Classrooms, 8-week sessions.

Staff Contact at site: Nancy Link 830-3303 nlink@tUSD.net

Artist Contact: Mario 985-4435 donmario819@gmail.com Ingrid 858-8694 czing68@gmail.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

III. COMPENSATION

In consideration of the services provided, Central Elementary will pay SJCOE the sum of \$9,920.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

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

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

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.

V. EXTENSION OF TERM

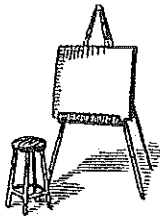
By mutual consent of the parties hereto the term of service described herein in Article I may be extended by reformation of this Agreement and attachment hereto of an addendum mutually executed setting forth the extended term.

Mario  
Central Elementary  
200 West Eaton Avenue, Tracy, CA 95376

SANDRA WENDELL, COORDINATOR Date  
ARTISTS-IN-SCHOOLS

7/27/23  
Date

CONTRACTING OFFICER Date  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



## Artists-in-Schools Residency Quote

209-468-4973 [swendell@sjcoe.net](mailto:swendell@sjcoe.net)

# Central Elementary

Nancy Morgan Link [nlink@tusd.net](mailto:nlink@tusd.net) 209-830-3303

School Year 2023/2024

Number of Residency weeks:

8 weeks	7 weeks	4 weeks	Other
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### Residency Details:

Starting Month	Artist(s)	Number of classrooms	Residency Fee
<input type="checkbox"/> August	<input type="checkbox"/> Mario <input type="checkbox"/> Ingrid	<input type="checkbox"/> 20	<b>\$9,920.00</b>  Your invoice will be sent at the start of the residency.  Supplies now included in residency fee.

These dates are pending Artist approval. An MOU will be issued soon.

### Notes:

Please schedule sessions for 45-60 minutes. Have the artist schedule waiting in the office on day one.

Contact Artists directly at:

Mario: 985-4435

[donmario819@gmail.com](mailto:donmario819@gmail.com)

Ingrid: 858-8694

[czing68@gmail.com](mailto:czing68@gmail.com)

Sign and return MOU.

Keep the copy for your records.

Click the link below for complete program details:

[Sjcoe Ais website](#)

### Session Dates:

**Group A / Mario / 5 classes**

Aug. 23, 30, Sept. 6, 13, 20, 27, Oct. 4

**Group B / Mario / 5 classes**

Jan. 3, 10, 17, 24, 31, Feb. 7, 14, 21

**Group C / Ingrid / 5 classes**

Sept. 15, Oct. 4, Nov. 1, 8, 15, 29, Dec. 6, 13

**Group D / Ingrid / 5 classes**

Feb. 28, Mar. 6, 20, 27, Apr. 3, 10, 17, 24



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

**MEMORANDUM OF UNDERSTANDING**  
**(McKinley/ Linda)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and McKinley Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and McKinley Elementary, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED**

This Agreement calls for McKinley Elementary to:

- 1) Provide supplies for artists in residence.
- 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 5) Expedite timely payment to SJCOE. Artist-in-Residence, Linda Brown who is a temporary employee of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

**II. TERM OF AGREEMENT**

Services by SJCOE will begin: September 19, 2023 and will continue on the following dates. See attached.

Number of classes: 19 Classrooms, 7-week sessions.

Staff Contact at site: Shannon Bancroft 830-3319 sbancroft@tustd.net

Artist Contact: Linda 209-914-5309 brownlff@yahoo.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

**III. COMPENSATION**

In consideration of the services provided, McKinley Elementary will pay SJCOE the sum of \$8,778.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

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

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

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION**

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.



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

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V. EXTENSION OF TERM

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

  
\_\_\_\_\_  
McKinley Elementary  
800 W. Carlton Way, Tracy, CA 95376

5.9.23  
\_\_\_\_\_  
Date

\_\_\_\_\_  
SANDRA WENDELL, COORDINATOR Date  
ARTISTS-IN-SCHOOLS

\_\_\_\_\_  
CONTRACTING OFFICER Date  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



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

**MEMORANDUM OF UNDERSTANDING**  
**(Bohn Elementary/Mandy, Tamar, Linda, and Rajni)**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE" and Bohn Elementary for the Artists-in-Schools (AIS) department to provide instruction on behalf of SJCOE. The two parties, SJCOE and Bohn Elementary, mutually agree to the following terms and conditions:

**I. CONSULTANT AND/OR SERVICE DEFINED**

This Agreement calls for Bohn Elementary to:

- 1) Provide supplies for artists in residence.
- 2) Appoint staff liaison to arrange the artist's schedule and provide information regarding school site.
- 3) Give 72-hour notice to SJCOE for cancelled classes due to planned school activities. Failure to give notice may result in the artist being unable to re-schedule classes.
- 4) Require that the teachers remain in the classroom during the AIS class and be responsible for needed class control and discipline.
- 5) Expedite timely payment to SJCOE. Artists-in-Residence, Mandy Holmes, Tamar Yefet, Linda Brown, and Rajni Sehgal who are temporary employees of SJCOE, will provide instruction per the following Terms of Agreement.

Each session should be approximately 45-60 minutes. Lower grade levels or scheduling conflicts may reduce the session time. The school site liaison provides the daily schedule from dates assigned by SJCOE. Sessions must be scheduled consecutively without extended breaks.

**II. TERM OF AGREEMENT**

Services by SJCOE will begin: August 25, 2023 and will continue on the following dates. See quote.

Number of classes: 16 Classrooms, 4-week sessions

Staff Contact at site: Jacqui Nott 814-9053 jnott@tUSD.net

Artist Contact: Mandy 480-3672 mandaholmes22@gmail.com Tamar 485-2888 tamarvefet.art@gmail.com  
Linda 914-5309 brownlff@yahoo.com Rajni 666-0200 thisisrajni@yahoo.com

This employment is temporary in nature and may be terminated by San Joaquin County Office of Education at any time.

**III. COMPENSATION**

In consideration of the services provided, Bohn Elementary will pay SJCOE the sum of \$4,416.00.

Payment to SJCOE for these services will be made upon written request. The school agrees that it will not employ the aforementioned Artists-in-Residence for a period of one year after this assignment expires.

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

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

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION**

SJCOE shall become the owner of and entitled to exclusive possession of all records, documents, graphs, photographic or other reproduction of any kind produced in the scope of services performed and no other uses thereof will be permitted except by permission of SJCOE. Proprietary materials will be exempted from this clause. All professional and/or personal videography, photography and audio taping is strictly prohibited unless prior written consent is obtained from the San Joaquin County Office of Education.

**V. EXTENSION OF TERM**

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

Mandy  
Bohn Elementary  
350 E Mt Diablo Ave, Tracy, CA 95376

Sandra Wendell  
SANDRA WENDELL, COORDINATOR  
ARTISTS-IN-SCHOOLS

5/8/23

Date

Contracting Officer  
CONTRACTING OFFICER  
SAN JOAQUIN COUNTY OFFICE OF EDUCATION



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 19, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to provide services at Central Elementary School for the 2023-2024 School Year

**BACKGROUND:** The Boys and Girls Club of Tracy has been providing after school services in the community at school sites for over 20 years. Central Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Central Elementary School for several years. Due to the success of the program Central Elementary School staff would like to continue our association with the Boys and Girls Club at Central Elementary School as they provide after school services that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

**RATIONALE:** Students need a safe place to go and positive activities to associate with academic success. Central Elementary School's partnership with the Boys and Girls Club provides a wealth of after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

**FUNDING:** The total amount will not exceed \$4,000. The cost will be paid from Site Title I Categorical Funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to provide services at Central Elementary School for the 2023 - 2024 School Year.

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

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: Provide activities, tutoring, reading and mentoring programs for all students. Supplies for these programs are also needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/week ( ) | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$ 4,000 per | **HOUR** | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$ 4,000. 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 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, Nancy Morgan Link, at ( <sup>209</sup> ) 830-3303 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:

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 19, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services between Nancy Fetzer and Central Elementary School for the 2023-2024 School Year

**BACKGROUND:** Nancy Fetzer had been providing Central School teachers coaching in building language, reading, and writing strategies for many years pre-pandemic. Teachers learn something new every time they see her. Through program evaluation and the results of District and State assessments, we have identified the need to work on building a more comprehensive writing and reading intervention program. Staff find her suggestions for building literacy and instructional strategies very useful and request that Nancy Fetzer model lessons, provide critical feedback on teacher instruction of writing and reading, and continue training on writing for the Common Core State Standards. In addition, she will continue to work with grade level teams to plan and sequence their writing and reading curriculum incorporating the Common Core State Standards for the year.

**RATIONALE:** Central students routinely perform below District standards on writing and reading assessments. However, after having Nancy Fetzer work with staff, the scores have improved. Nancy Fetzer presents nationwide to school districts and also at statewide conferences and is a highly respected writing and reading coach. Central School requests approval to bring this consultant in to work with Central teachers. This in-service 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.

**FUNDING:** Site categorical funding. The School Site Title 1 funds shall pay \$4,500.00.

**RECOMMENDATION:** Approve Agreement for Special Contract Services between Nancy Fetzer and Central Elementary School for the 2023 - 2024 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Nancy Fetzer Literacy Connections, 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: \_\_\_\_\_

Provide ongoing virtual Staff Development in reading and writing to improve practices and thus increasing student achievement.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 ( ) | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location Central School.

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

- a. District shall pay \$ 4,500.00 per | **HOUR** | **DAY** | ☒ **FLAT RATE**, not to exceed a total of \$ 4,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | ☐ **SHALL** | ☒ **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 Sept. 19, 2023, and shall terminate on Sept. 23, 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, Nancy Morgan Link, at (20) 830-3303 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:

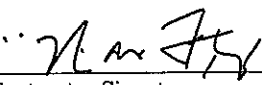
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

      Consultant  
Contractor Signature      Title  
81-1460508  
IRS Identification Number  
Consultant  
Title  
Nancy Fetzer's Literacy Connections, Inc.  
Address  
291 Walls Valley Drive  
Pontotoc, MS 38863

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 18, 2023  
**SUBJECT:** Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Heggerty for McKinley Teachers

**BACKGROUND:** The McKinley Elementary School teachers will participate in Professional Development focused on building phonemic awareness strategies to help our English Learner Students. Through the results of District and State assessments, we have identified the need to work on these strategies to help increase student achievement.

**RATIONALE:** McKinley English Learner students routinely perform below District standards on reading and writing assessments. Our goal in having Heggerty Literacy Specialists work with staff, is to provide strategies to help increase student achievement. McKinley school requests approval to bring this consultant to work virtually with McKinley teachers. This in-service supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The cost for this contracted service will not exceed \$2550.00. The funds will be paid out of site Title 1 funds allocated for Professional Development in McKinley's SPSA.

**RECOMMENDATION:** Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Heggerty.

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



Heggerty  
805 Lake Street, #293  
Oak Park, IL 60301  
708-366-5947 (phone)  
orders@heggerty.org  
www.heggerty.org

CONTRACT FOR PROFESSIONAL DEVELOPMENT: Webinar

Bill To Name Tracy Joint Unified  
Contact Name Shannon Bancroft  
Bill To 1875 W. Lowell Ave.  
Tracy, CA 95376-2291  
USA

Quote Date 3/29/2023  
Quote Number 270315

Product Name	PD Start	PD End	Number of Participants	Topic	Trainer	Sales Price	Quantity	Total Price
Professional Development Webinar Up to 50 Participants	8/2/2023, 8:15 AM	8/2/2023, 9:45 AM	50 or less	Pre-K/Kindergarten 2022	Alexandrea Higgins	\$850.00	1.00	\$850.00
Professional Development Webinar Up to 50 Participants	8/2/2023, 10:00 AM	8/2/2023, 11:30 AM	50 or less	Primary 2022	Kelsi Lundvall	\$850.00	1.00	\$850.00
Professional Development Webinar Up to 50 Participants	8/2/2023, 12:45 PM	8/2/2023, 2:00 PM	50 or less	Primary Extension 2022	Lauren Walsh	\$850.00	1.00	\$850.00
Subtotal								\$2,550.00
Total Price								\$2,550.00
Grand Total								\$2,550.00

**Professional Fee:** The District agrees to pay the Grand Total Amount above to Literacy Resources, LLC within 30 days upon completion of the Professional Services. **A PO must be submitted two weeks prior to the training date.** Preferred payment methods include Direct Deposit (EFT/ACH), Credit Card, and E-Check. Physical checks are also accepted and should be payable to **Literacy Resources, LLC.**

**Handouts:** The District will duplicate the handout sent in advance for all participants. The District acknowledges and agrees that all copyright and other intellectual property rights in the materials within the handouts belong to Literacy Resources, and the District will not copy, distribute, display or modify the handouts except as provided herein or otherwise as approved by Literacy Resources in writing.

**Equipment:** A computer or tablet with a projector should be used to display the webinar to a group. Zoom is the online platform used to provide this webinar and the camera and speakers should be enabled prior to the start time of the webinar.

**Intellectual Property Rights & Webinar Recording:** The District will be provided with a recording of the webinar for 30 days following the scheduled date of the webinar. The District acknowledges and agrees that all copyright and other intellectual property rights in the recordings belong to Literacy Resources, and the District will not copy, distribute, display, perform or modify the recordings as provided herein or otherwise as approved by Literacy Resources in writing.

**Cancellation Policy:** The District acknowledges and agrees that cancellations made by the District up to 2 weeks (14 days) prior to the scheduled date of the webinar will be processed without penalty, and any prepayments made will be refunded in full. Cancellations made by the District less than 2 weeks (14 days) prior to the scheduled date of the webinar will be subject a charge equal to 100% of the professional fee – any prepayments made will not be refunded.\*

**\*Force Majeure:** In the event either party must cancel the scheduled webinar because of circumstances reasonably beyond its control, including but not limited to closures due to weather, closures due to pandemic, technical or power interruptions or malfunctions, strike, national emergencies, fire, flood, catastrophe, or acts of God, the District shall not be responsible for any cancellation fees or penalties. In the event of such an occurrence, each party agrees to make a good faith effort to reschedule professional services for a later date and time.

District

Title

Date

*Kim Greene*  
Literacy Resources, LLC

PD Coordinator  
Title

5.22.2023

Date



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 18, 2023  
**SUBJECT:** Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Nancy Fetzer for McKinley Teachers

**BACKGROUND:** The McKinley Elementary School teachers will participate in Professional Development focused on building language, reading, and writing strategies. Through the results of District and State assessments, we have identified the need to work on building a more comprehensive writing and reading intervention program.

**RATIONALE:** McKinley students routinely perform below District standards on reading and writing assessments. Our goal in having Nancy Fetzer work with staff is to improve those scores by improving teaching practices. Nancy Fetzer has presented at statewide conferences and is a highly respected coach. McKinley school requests approval to bring this consultant to work virtually with McKinley teachers. This in-service supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** The cost for this contracted service will not exceed \$1500.00. The funds will be paid out of site Title 1 funds allocated for Professional Development in McKinley's SPSA.

**RECOMMENDATION:** Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Nancy Fetzer.

**Prepared by:** Mrs. Shannon Bancroft, McKinley 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 Nancy Feltzer Literacy Connections, 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: \_\_\_\_\_

Provide virtual Staff Development in reading and writing to improve practices and to increase student achievement

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

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

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

- a. District shall pay \$ \$1500.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ \_\_\_\_\_. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 2, 2023, and shall terminate on August 2, 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, Shannon Bancroft, at (209) 830-3319 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [ ] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

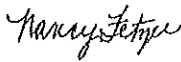
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

**AGREED:**

  
\_\_\_\_\_  
Contractor Signature Title  
Fed ID# 81-1460508  
\_\_\_\_\_  
IRS Identification Number  
Nancy Fetzer's Literacy Connections, Inc.  
\_\_\_\_\_  
Title  
291 Walls Valley Drive  
\_\_\_\_\_  
Address  
Pontotoc, MS 38863  
\_\_\_\_\_

\_\_\_\_\_  
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 18, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2023-2024 School Year

**BACKGROUND:** Tracy Charter School was expanded into a K-12 school in 2021. Genius K-5, through Edgenuity now Imagine Learning, is the most comprehensive K-5 curriculum offered by Imagine Learning. The courses include math, language arts, science, music, and art. It is a full curriculum that can be modified by the teacher. Imagine Edgenuity is the curriculum used for 6-12 grade. Imagine Learning is also used by teachers at Duncan Russell, Stein and various TUSD high schools.

**RATIONALE:** The Tracy Independent Study Charter School uses Genius and Edgenuity from Imagine Learning along with numerous high school teachers. On our district Buy-Back Day professional development will be offered to teachers that use Genius and Edgenuity. This professional development continues to support the most effective use of district adopted materials to support standards-driven instruction. This Agreement will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The total cost for the Professional Development training will be \$3,500 to be paid for by Title II funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2023-2024 School Year.

**Prepared by:** Erin Quintana, Director, Professional Development & Curriculum.



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

# Price Quote

Date 5/4/2023  
Quote No. 303783  
Acct. No. 03:tr:CA:12214869  
Total \$3,500.00  
Pricing Expires 8/2/2023

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. Tracy Unified School District	Professional Development Onsite Day		06/30/2024	1

Subtotal \$3,500.00  
Total \$3,500.00

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

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

## Tracy Unified School District

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Imagine Learning Representative

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

**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 Imagine Learning 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: Professional Development for teachers who use the Edgenuity program offered by Imagine Learning.

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.

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

- a. District shall pay \$ 3,500 per [ ] **HOUR** [ ] **DAY** [X] **FLAT RATE**, not to exceed a total of \$ 3,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] **MONTHLY PROGRESS BASIS** [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

Contractor agrees to hold harmless and to indemnify District for:

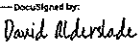
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

#### AGREED:

DocuSigned by:  
  
 Contractor Signature  
 Title  
 45-1565841  
 IRS Identification Number  
 Executive Vice President, CFO  
 Title  
 8860 E Chaparral Rd Ste 100 Scottsdale, AZ 85250  
 Address

5/17/2023

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Ed Services  
**DATE:** May 19, 2023  
**SUBJECT:** Approve Agreement for Special Contract Services with Mark Manross Consulting to provide Middle School and High School Physical Education Teachers Professional Learning during Buy Back Day and District Early Release Mondays for the 2023-2024 School Year

**BACKGROUND:** Tracy Unified School District (TUSD) seeks professional learning opportunities to support middle school and high school Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to TUSD students. Mark Manross Consulting provided highly effective and relevant professional learning opportunities for PE teachers during the District Staff Development Buy-Back Day and District Early Release Mondays in 2022-2023.

**RATIONALE:** Mark Manross Consulting provides middle and high school Physical Educators with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging, and filled with valuable skill building tools. This request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

**FUNDING:** The cost of training by Mark Manross Consulting for the 2023-2024 school year will not exceed \$15,200. This training cost will be paid by Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Mark Manross Consulting to provide Middle School and High School Physical Education Teachers Professional Learning during Buy Back Day and District Early Release Mondays for the 2023-2024 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Professional Development for Middle and High School teachers during Buy Back Day and Early Release Mondays 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 5 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location various 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 \$ 4,000 BBD/2,000 ERM per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$ 15,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August, 2023, and shall terminate on May, 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, Mark Manross, at (678) 764-2536 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

Mark Manross, President

IRS Identification Number

234136711

Title

President

Address

2465 Meridian Road NE

Leland, NC 28451

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

86

Date Approved by the Board

# Mark Manross Consulting

## Onsite Workshop Proposal: High School PE Workshop Sessions (Proposal Written 5-17-2023)

### 2023 School Year Workshop Dates for 9-12 PE:

- Tuesday, Aug. 1, 2023 – 8:00-12:30 pm (4.5-hour session)
- Monday, Sept. 25, 2023 – 2:00-5:00 pm (3-hour session)
- Monday, Nov. 6, 2023 – 2:00-5:00 pm (3-hour session)

### 2024 School Year Workshop Dates for 9-12 PE:

- Monday, Jan. 22, 2024 – 2:00-5:00 pm (3-hour session)
- Monday, March 25, 2024 – 2:00-5:00 pm (3-hour session)

### 3-hour sessions set up like this:

2-3 PM – MS PE Teachers

3-4:15 PM – MS and HS Teachers

4:15-5 PM – HS Teachers

**School District:** Tracy Unified School District, Tracy, CA

### Contact:

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

209-830-3331 (Erin Quintana)  
[equintana@tusd.net](mailto:equintana@tusd.net)

Assistant: Lisa Rodriguez,  
[lmrodriguez@tusd.net](mailto:lmrodriguez@tusd.net)

**Presenter:** Robert Stupey, HS PE Teacher, Willows HS, Willows, CA

**Number of Participants:** 15-20 Grades 9-12 Physical Education Teachers

**Cost:** Not to exceed \$15,600.00. This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 1 presenter for 1 ½ day (4.5 hour) in person session and 4 3-hour in person workshop sessions. 5 total sessions in all.

**Cost breakdown (all in person workshops):**

**2023:**

- Tuesday, Aug. 1, 2023 – 8:00-12:30 pm (4.5-hour session) (\$4,000)
- Monday, Sept. 25, 2023 – 2:00-5:00 pm (3 -hour session) (\$2,800)
- Monday, Nov. 6, 2023 – 2:00-5:00 pm (3 -hour session) (\$2,800)
- **Total: \$9600**

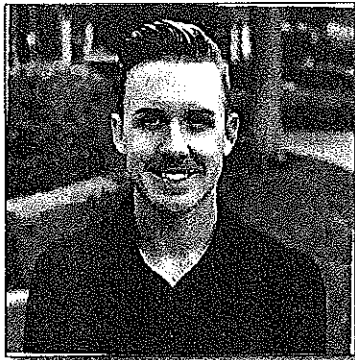
**2024:**

- Monday, Jan. 22, 2024 – 2:00-5:00 pm (3 -hour session) (\$2,800)
- Monday, March 25, 2024 – 2:00-5:00 pm (3 -hour session) (\$2,800)
- **Total: \$5600**
- **Grand Total: \$15,200**

**Transportation Details:** Robert will drive in the night before for the Aug. 1 presentation and stay at hotel and then present in morning and drive home. For the remaining 2-hour workshops Robert will drive in, complete workshop and head home directly after session is over.

**Presenter Bio:**

**Robert Stupey**



Robert has experience teaching Elementary, Middle and High School Physical Education. He excels in cultivating and maintaining an all-inclusive, physically active, and positive learning environment. He is detail-oriented with significant experience developing and maintaining relationships with all educational constituencies including parents, students, administrators, and the community. He is a strong educational leader who implements developmentally appropriate, standard-based, curriculum through a variety of instructional strategies.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 2, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Mc Graw Hill and Tracy Unified School District to Provide Early Literacy Training to Teachers

**BACKGROUND:** Tracy Unified School District adopted Wonders as their ELA curriculum for primary grades. Tracy Unified School District CAASPP scores for 3<sup>rd</sup> grade ELA are 31.83% met or exceeded for the 2021-2022 school year.

**RATIONALE:** McGraw Hill will provide early literacy professional development training to PK-3rd grade teachers, TOSAs, and administrators focusing on early literacy instructional routines. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Funding will be paid through Title II funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Mc Graw Hill and Tracy Unified School District to Provide Early Literacy Training to Teachers.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and McGraw Hill 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: Professional Development on Foundational Reading 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 2 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Various Sites.

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

- a. District shall pay \$ 12,500 (day 1) Gratis (day 2) per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of 12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 June, 2024.

5. This agreement may be terminated at any time during the term by either party upon 30 days 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 ) 83.0-3232 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 physical injury to person or real property sustained solely 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 physical injury to person or real 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 in connection with Contractor's performance of 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 third party 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, specifically created for the District by the Contractor 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. In no event will any Contractor content developed before or apart from this agreement be included in work product and Contractor will retain sole ownership of independent or pre-existing materials.
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:**

Kimberly O. Hawey                      5/31/2023  
Contractor Signature                      Title

87-1259704  
IRS Identification Number

VP Strategic Services  
Title

8787 Orion Place  
Address

Columbus, OH 43240

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

\_\_\_\_\_  
Date

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 9, 2023  
**SUBJECT:** **Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on Math Frameworks for Teachers During the 2023-2024 School Year**

**BACKGROUND:** In 2015 the California Department of Education adopted and implemented the current mathematical framework. In the spring of 2022, the mathematic framework was revised by the California Department of Education.

**RATIONALE:** Math teachers will engage with the proposed 2022 Math framework and become aware of some of the recommended shifts in mathematics education. They will explore some of the highlighted changes such as data-science, student engaging through big ideas, high school pathways, and equity and access for all learners. They will gain awareness on how integrating drivers of investigations, content connections and standards of mathematical practices can come together to make math relevant, meaningful, and joyful for our learners. This professional development will be offered during Buy Back Day and on various Early Release Monday's throughout the year. This Agreement will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost of these trainings and support is not to exceed \$20,000 and will be paid by Title II funds.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on Math Frameworks for Teachers During the 2023-2024 School Year.

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



**Memorandum of Understanding  
San Joaquin County Office of Education and  
Tracy Unified School District**

This agreement by and between SJCOE Mathematics Department hereinafter referred to as SJCOE/Math and Tracy Unified School District hereinafter referred to as Tracy Unified, is for the purpose of providing Mathematics Professional Learning for Implementation for the 2023- 2024 school year.

The two parties, SJCOE/Mathematics and Tracy Unified School District mutually agree to the following terms and conditions for the 2023-2024 school year.

**I. SCOPE OF WORK**

San Joaquin County will provide 20 sessions of 2023 Math Framework to administrators and teachers: Two sessions will take place on August 1, 2023 and 18 will be conducted on 6 Mondays with 3 facilitators on each Monday with a total of 20 sessions.  
This agreement will be in effect August 1, 2023 - June 30, 2024.

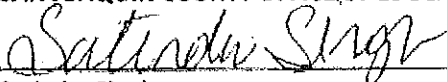
**II. COMPENSATION**

This service will be at the rate of \$1000/session, with the total fee of \$20,000. This fee includes planning, preparation and facilitation.

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

- A. SJCOE certifies that at all times SJCOE/Mathematics is acting as an independent contractor and not as an employee of Tracy Unified. Tracy Unified 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 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**

  
Satinder Singh

Director of Mathematics  
San Joaquin County Office of Education

5/9/2023  
Date

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

Date

**TRACY UNIFIED SCHOOL DISTRICT**

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

Date

**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 SJCOE Math Department, Satinder Singh, Kelly Russell, Matthew Haber, and Debbie Williams, 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 20 sessions of Math Framework professional development to administrators and 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.

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 20 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Kimball High and PLC Training Room.

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

- a. District shall pay \$ 1,000 per session per [ ] HOUR [X] DAY [ ] FLAT RATE, not to exceed a total of \$ 20,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 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:**

Sateendra Singh 5/9/2023  
Contractor Signature Title

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title  
Director of Mathematics

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

\_\_\_\_\_  
Address  
2707 Transworld Drive

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

\_\_\_\_\_  
Stockton, CA 95206

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Assoc Supt of Ed Services  
**DATE:** May 23, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Professional Development & Curriculum with Stanislaus State in support of Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 9-12

**BACKGROUND:** TUSD's English Language Arts assessment scores in writing and research demonstrate an opportunity for increased achievement for all students. Many of our 9-12 ELA educators are teaching English learners or inclusion classes and have expressed a need to expand their instructional practice toolkit to better support these learners in becoming effective writers and meeting grade-level standards.

**RATIONALE:** Stanislaus State and The Great Valley Writing Project (GVWP) will provide professional development sessions to achieve the following outcomes.

- All students will be actively engaged in strategies that help them access learning, be successful, and increase their achievement scores.
- All students will become more engaged in research and writing that is relevant and connected to their lives and lived experiences.
- Teachers will know and regularly use a variety of research-based strategies and/or protocols to support and engage all students in rigorous writing curriculum related to our priority standards in the three genres.
- Teachers will use protocols to integrate reading and writing to stimulate critical thinking and research skills and promote writing from plenty.
- Teachers will actively promote student goal-setting and metacognitive reflection in writing instruction, and effective protocols for sharing feedback.

This Agreement will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The total cost of Great Valley Writing Project training is not to exceed \$8,191 and will be paid out of Title II Funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Professional Development & Curriculum with Stanislaus State in support of Great Valley Writing Project to Provide Services for all ELA Learners in Grades 9-12.

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

**Agreement between Tracy Unified School District  
and California State University, Stanislaus (Stanislaus State)**

This Agreement is entered into this day 1st day of May, 2023 between California State University, Stanislaus referred to as "Stanislaus State" and Tracy Joint Unified School District, referred to as "TUSD".

WHEREAS, Stanislaus State and the Great Valley Writing Project shall be responsible for the oversight and implementation of the professional development program for all ELA learners in Grades 6-12.

THEREFORE the parties mutually agree as follows:

**PERIOD OF PERFORMANCE**

The period of performance begins **July 1, 2023** ("Beginning Date") and shall not extend beyond **May 31, 2024** ("Ending Date"). Stanislaus State is not obligated to continue work or provide services and TUSD is not obligated to compensate Stanislaus State for expenses incurred or commitments made before the Beginning Date or after the Ending Date.

**STATEMENT OF WORK**

Stanislaus State agrees to provide the necessary personnel, facilities, equipment, materials, and data to perform the Scope of Work in accordance with its proposal, which is incorporated into this Agreement as Exhibit A.

**COST**

In consideration for the work to be performed, TUSD agrees to pay Stanislaus State the following firm fixed price of **\$8,191**.

**INVOICING**

Stanislaus State shall submit a total of four invoices, each invoice shall be submitted upon the completion of each session.

**NOTICES**

All notices required to be given by either party to the other party shall be made in writing. Notices shall be effective upon their receipt. Notice to each party shall be addressed to the appropriate party as listed in Exhibit C.

**INDEMNIFICATION**

TUSD agrees to indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Stanislaus and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from TUSD's performance of this Contract.

California State University, Stanislaus agrees to indemnify, defend, and hold harmless TUSD and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from California State University, Stanislaus performance of this Contract.

## **INSURANCE**

Stanislaus State will carry Commercial General Liability in the amount of One Million Dollars (\$1,000,000) combined single-limit per occurrence and General Liability Aggregate in the amount of Two Million Dollars (\$2,000,000) with endorsement. Stanislaus State will carry State Statute Workers' Compensation coverage. Stanislaus State's officers, directors, employees, agents and volunteers shall be covered under one or more of these policies as appropriate.

Tracy Unified School District (1875 W. Lowell Avenue, Tracy, CA 95376) shall be named as an 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.

The coverage shall be primary and non-contributory, with respect to general liability with waiver of subrogation for workers compensation.

The additional insured endorsement will indicate the effective date, policy number, and the name of the insurance carrier.

## **AMENDMENTS**

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

## **TERMINATION**

Either party has the right to terminate this agreement for any reason by giving thirty (30) days written notice of intent to terminate. Upon receipt of such notification, Stanislaus State shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

Stanislaus State will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, TUSD shall be entitled to, and Stanislaus State agrees to deliver, all data, reports, information, and deliverables which Stanislaus State has generated through the date of termination.

In the event that Stanislaus State commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from TUSD, TUSD may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Stanislaus State's receipt of such written notice.

## **DISPUTES**

Any dispute arising under or resulting from this Agreement that is not resolved within 60 days by mutual agreement shall be brought to the attention of the parties authorized representatives for resolution. If the informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.

## **CONFIDENTIALITY**

Stanislaus State and TUSD shall maintain the privacy of personal information and protected data as confidential information. Confidential information shall not be used, disclosed or released without full compliance with applicable state and federal privacy laws, and this Agreement.

## **COMPLIANCE WITH THE LAW**

Stanislaus State shall comply with all applicable federal, California state and local laws, regulations and other requirements.

**CERTIFICATIONS**

By accepting this contract with California State University, Stanislaus, Tracy Unified School District certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency.

**IN WITNESS WHEREOF**, this agreement contains the entire agreement between both parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

**Tracy Unified School District**

**California State University, Stanislaus:**

**Julianna Stocking**  
Associate Superintendent, Ed Serv.

**Rose McAuliffe**  
Vice President for Business and Finance

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

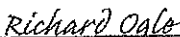
  
Rose McAuliffe (May 20, 2023 08:11 PDT)

\_\_\_\_\_  
May 20, 2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Richard Ogle, Ph.D.**  
Provost and Vice President for Academic Affairs

  
Richard Ogle (May 23, 2023 12:34 PDT)

\_\_\_\_\_  
May 23, 2023

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Exhibit A**

**Scope of Work and Budget  
2023-2024**

**Scope of Work:**

Four Sessions to Support the Development of Writing Strategies to Support All Learners in 9-12 Grade ELA Classrooms at TUSD.

**Dates:**

Great Valley Writing Project will provide four sessions:

1. Monday, 9/25 (3-5) OR (2:30-4:30)
2. Monday, 11/6 (3-5) OR (2:30-4:30)
3. Monday, 1/22 (3-5) OR (2:30-4:30)
4. Monday, 3/25 (3-5) OR (2:30-4:30)

Each session will be facilitated by two GVWP Teacher Consultants.

**Location:** In Person - Second Floor of Library building (D210).

Student Assistant will provide clerical support for the GVWP Director and Teacher Consultants.

**TUSD Contact:**

Erin Quintana  
Director, Professional Learning  
1975 W. Lowell Ave.  
Tracy, CA 95376  
209-830-3232

**GVWP Contact:**

Brett Ashmun  
Director  
1 University Circle  
Turlock, CA 95382  
209-495-8358

Exhibit B

GVWP Budget  
Tracy Unified School District Sessions

**Salaries:**

Eight GVWP Teacher Consultants 3 days each (2 prep and 1 facilitating) @ \$250 a day	\$6,000
Teacher Consultant Benefits @ 4.45%	\$267
<b>Staff Salaries Total</b>	<b>\$6,267</b>
GVWP Director 4 days @ \$250	\$1,000
Student Assistant 8 hours at \$14 an hour	\$112
Benefits @ 4.45%	\$50
<b>Total Administrative Staff Salaries</b>	<b>\$1,162</b>
<b>Total Salaries and Benefits</b>	<b>\$7,429</b>
<b>Subtotal</b>	<b>\$7,429</b>
CSU Indirect Cost @10%	\$742
<b>Total Budget</b>	<b>\$8,171</b>

Exhibit C Agreement Contacts	
University Contacts	Agency Contacts
<b>Administrative Contact</b> Name: Joyce Bell Director, ORSP Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3784 Fax: (209) 664-7048 Email: <a href="mailto:jbell6@csustan.edu">jbell6@csustan.edu</a>	<b>Administrative Contact</b> Name: Lisa Rodriguez Address: 1975 W. Lowell Ave. Tracy, CA 95376 Telephone: 209-830-3232 Fax: n/a Email: <a href="mailto:lmrodriguez@tusd.net">lmrodriguez@tusd.net</a>
<b>Principal Investigator</b> Name: Dr. Brett Ashmun Project Director, GVWP Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3749 Fax: Email: <a href="mailto:bashmun@csustan.edu">bashmun@csustan.edu</a>	<b>Principal Investigator</b> Name: Erin Quintana, Director, Pro. Learning Address: 1975 W. Lowell Ave. Tracy CA 95376 Telephone: 209-830-3232 Fax: n/a Email: <a href="mailto:equintana@tusd.net">equintana@tusd.net</a>
<b>Financial Contact</b> Name: Lisa Austin Manager, Post Award Grants Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 664-6798 Fax: Email: <a href="mailto:laustin1@csustan.edu">laustin1@csustan.edu</a>	<b>Financial Contact</b> Name: Lisa Rodriguez Address: 1975 W. Lowell Ave. Tracy, CA 95376 Telephone: (209) 830-3232 Fax: (209) n/a Email: <a href="mailto:lmrodriguez@tusd.net">lmrodriguez@tusd.net</a>
<b>Authorized Official</b> Name: Dr. Richard Ogle Provost and VP Academic Affairs Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3203 Fax: Email: <a href="mailto:rogle@csustan.edu">rogle@csustan.edu</a>	<b>Authorized Official</b> Name: Julianna Stocking Address: 1975 W. Lowell Ave. Tracy, CA 95376 Telephone: (209) 830-3200 Fax: (209) n/a Email: <a href="mailto:jstocking@tusd.net">jstocking@tusd.net</a>



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 California State University, Stanislaus, I am acknowledging the above insurance requirements as an addendum to the agreement in place with Tracy Unified School District dated \_\_\_\_\_.

Richard Ogle, Provost and VP for Academic Affairs \_\_\_\_\_  
Name Title

May 5, 2023

\_\_\_\_\_  
Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Assoc Supt of Ed Services  
**DATE:** May 24, 2023  
**RE:** **Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Central Elementary, Duncan Russell and Stein Continuation High School, Monte Vista Middle School, North School, and South/West Park Elementary School for the 2023-2024 School Year**

**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. Access to Social and emotional interventions in the school setting is necessary for students so that they can be academically successful. Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence-based curriculum. Services will be designed to educate and counsel individuals on substance abuse and provide activities to reduce the risk of such behaviors by the individuals. Priority will be given to programs for populations that are at risk for developing a pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

**RATIONALE:** A multi-tiered system of supports is the District's framework to identify levels of social-emotional interventions. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to students who are struggling to meet academic, attendance, and/or behavioral expectations within a school setting. The District benefits greatly from having school-based mental health support services across all schools, particularly Title 1 schools with a high percentage of free and reduced lunch. A partnering agency of the PEI Project 5, Sow A Seed Community Foundation, will provide mental health support services to TUSD's schools with the highest percentage of free and reduced lunch applicants. Additionally, this service aligns with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** The PEI Project 5 and SJCBS provides this service at no cost to the District.

**RECOMMENDATION:** Approve Agreement for Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Central Elementary, Duncan Russell and Stein Continuation High School, Monte Vista Middle School, North School and South West Park Elementary School for the 2023-2024 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 Sow A Seed Community Foundation, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Through The Prevention & Early Intervention (PEI) Project 5: School-based interventions for Children and Youth and San Joaquin County Behavioral Health (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum. Services will be provided to the following sites: Central, Duncan Russell, Monte Vista, North, South West Park and Stein 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 850 ( ) ☒ HOURS [ ] DAYS, under the terms of this agreement at the following location See Above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$0.00 per [ ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$0.00. 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 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, 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

**SCHOOL BASED PREVENTION SERVICES  
INTER-AGENCY OPERATIONAL PROTOCOL  
BETWEEN**

SAN JOAQUIN COUNTY BEHAVIORAL HEALTH SERVICES,

Sow A Seed (CONTRACTOR),  
Southwest Stein  
& Central, Duncan Russell, Monte Vista, North, Park (DISTRICT).

THIS INTER-AGENCY OPERATIONAL PROTOCOL is made and entered, and effective the date signed, by and between participating Districts (hereinafter "schools"), San Joaquin County Behavioral Health Services (hereinafter "BHS"), and contracted agencies (hereinafter "Contractors").

The purpose of this protocol is to define responsibilities for a cooperative working relationship between BHS, contractors, and schools in order to provide School-Based Mental Health Services for children and youth that have been impacted by trauma and abuse. Mental health prevention services will be provided to at-risk students and their caregivers per executed Community Services Agreements between San Joaquin County (hereinafter "County") and contractors and per State Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) and Medi-Cal regulations and requirements.

**WITNESSETH:**

**WHEREAS:**

- A. Community Service Agreements were executed between the County and Contractors that specify the terms and conditions of the services to be provided;

**1. RESPONSIBILITIES OF CONTRACTORS**

Contractors shall participate in services as follows and as detailed in their agreement with the County (see attached "Exhibit A - Scope of Work"):

- Have identified Staff on campus at least two days but no fewer than 12 hours per week for provision and coordination of services.
- Staff will provide behavioral interventions for children and youth who are determined to have mental health concerns that cannot be addressed through the school's usual behavior management policies or through an individual education plan.
- Staff will ensure coordination with school liaison to support effective collaboration that promotes information sharing, seamless referral process, and integration of services and supports.
- Staff will collaborate across student service disciplines with teachers, administrators and families to develop plans to address student needs and to promote students' academic, career, and social/emotional success.
- Referrals and Linkage: Staff will conduct evaluations to determine whether to offer students services through the School-Based Interventions Project. Students may be linked to Prevention

services, San Joaquin County Behavioral Health Services, or another mental health provider. Students who participate in Prevention services will be monitored to determine if, during the service or at completion, they should be referred to more intensive services.

- Group Rehabilitative Services: Staff will facilitate age-appropriate social or other psycho-educational rehabilitative groups. Groups shall be offered on campus and at times appropriate for school aged children, as the classroom team deems appropriate. Staff may provide auxiliary individual reinforcement as needed.
- Case Management: Staff will provide targeted case management and behavioral health education services to help children reach their social and emotional goals as needed.
- Staff will provide information, consultation and support to teachers and parents/guardians aimed at increasing familial involvement, promoting student resilience and success, and enhancing the student/teacher relationship.
- Staff will be embedded within the schools and engage in all appropriate activities related to student social and emotional well-being. This may include individualized meetings with parents/caregivers, school personnel and/or students.
- Staff will provide services in either the school or field as appropriate.
- Trainings on Mental Health: Staff will educate and inform school staff and caregivers on relevant issues or topics including: mental health services, signs and symptoms of mental health issues, the effects of trauma, trauma-informed behavioral interventions, and resiliency practices.
- Staff will participate on Individual student teams (as requested) for students referred to PEI services to provide consultation and problem solving strategies.
- Facilitate referrals/ transitions to and/or from community agencies and programs (e.g., mental health providers and other Prevention and Early Intervention programs).
- Ensure the complete confidentiality of any and all identifying student and family information gathered in the performance of this agreement. Agency agrees to provide minimally necessary information to school about overall student progress as is appropriate. Information gathered may be shared with school staff as needed to support or enhance efforts set forth in this agreement.

## **2. RESPONSIBILITIES OF SCHOOLS**

- Provide a preferred work schedule for contractor agency staff (Staff) on campus and a dedicated campus staff point of contact to facilitate successful integration of agency staff into school(s), coordination of invitations to school meetings, to address any concerns and provide feedback on services as needed.
- Facilitate inclusion and active participation of Staff in student- focused school based teams that utilize best practices in teaming.
- Actively partner with Staff to ensure consistent and successful communication and collaboration for project activities.
- Provide dedicated desk space for Staff during their time on campus and dedicated space for confidential one-on-one or group activities to be conducted.
- Participate in program evaluation and data collection as required by PEI funding.

- Assign a project coordinator to meet with BHS regularly.

### 3. RESPONSIBILITIES OF BHS

- Monitor contractor per county contract and state PEI regulations.
- Provide support to contractor for implementation of services.
- Actively partner with contractor to ensure consistent and successful communication and collaboration for project activities.

IN WITNESS TO WHICH, each party to this Protocol has signed this Protocol upon the date indicated, and agrees, for itself, its employees, officers, partners and successors, to be fully bound by all terms and conditions of this protocol.

Central, Duncan Russell, Monte Vista  
 District: TUSD: North, Southwest Park & Stein Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: Assoc. Superintendent Signature: \_\_\_\_\_  
of Business Services

Contractor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name: \_\_\_\_\_ Title: \_\_\_\_\_ Signature: \_\_\_\_\_

Behavioral Health Services Date: \_\_\_\_\_  
 Genevieve G. Valentine, Director Signature: \_\_\_\_\_

Health Care Services Date: \_\_\_\_\_  
 Greg Deiderich, Director Signature: \_\_\_\_\_



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 24, 2023  
**SUBJECT:** Approve Special Contract Services Agreement with the Speech Therapy and Accent Group Inc., Elizabeth Perry for an Independent Education Evaluation (IEE)

**BACKGROUND:** Board approval is requested to contract with the Speech Therapy and Accent Group, Inc. The District's Special Education administration would like to contract with the Speech Therapy and Accent Group, Inc. to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

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

**FUNDING:** Expenses for the 2023-2024 regular school year and related services will not exceed \$5,600.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Special Contract Services Agreement with the Speech Therapy and Accent Group, Inc., Elizabeth Perry for an Independent Educational Evaluation (IEE).

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: The contracted agreement will be performed based on the SJCOE/SELPA Guidelines. A written report will be provided at the same time it is made available to parent of student being evaluated. The purpose of the agreement is for the Contractor to provide an Individual Education Evaluation (IEE). The contractor will attend related IEP meeting(s) to discuss the report.  
The contractor will provide a copy of all assessment protocols to the district.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of <sup>60</sup>\_\_\_\_\_ ( ) [ ] HOURS [X] 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 \$2,800 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$5,600.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$\_\_\_\_\_ for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 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 <sup>30</sup>\_\_\_\_\_ 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 (299) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor [☒] WILL [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

EAPery MS, CC-SLP; Director  
Contractor Signature Title

EIN 83-2419795  
IRS Identification Number

Director, STA G  
Title

61601 Skylinks Court  
Address

Livermore, CA 94551

\_\_\_\_\_  
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 24, 2023  
**SUBJECT:** Approve Master Contract with Bayhill High School for Educational Services for the 2023-2024 School Year

**BACKGROUND:** Board approval is requested to contract for Non-public school (NPS) placement for one student at Bayhill High School in Berkeley, CA. The District's Special Education administration would like to contract with Bayhill High School to provide the placement pursuant to a confidential settlement agreement. At this time, approval is necessary to remain compliant with the confidential settlement agreement.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). 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 \$55,000.00 for educational placement. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract with Bayhill High School for Educational Services for the 2023-2024 School Year.

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 26, 2023  
**SUBJECT:** Ratify Approval for additional funding for Contract Service Agreement with Excel Interpreting LLC

**BACKGROUND:** Board approval is requested to ratify the current contract with Excel Interpreting LLC, to increase funding for unexpected cost of rendered interpreter and translation services.

**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 \$11,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Ratify Approval for additional funding for Contract Service Agreement with Excel Interpreting LLC.

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

1875 W. Lowell Ave., Tracy, California 95376

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 \$11,000.00. 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

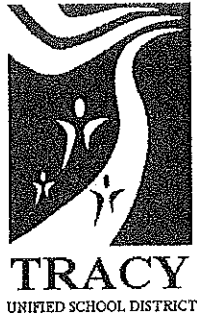
employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.

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:**

Koy Sasphan  
Contractor Signature  
27-2244933  
IRS Identification Number  
Founder/CEO  
Title  
2081 Arena Blvd, Suite 260  
Address  
Sacramento, CA 95834  
05/26/2023

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 24, 2023  
**SUBJECT:** Approve Master Contract with 360 Degree Customer, Inc. for Speech and Language Pathologists (SLPs), Speech and Language Pathologist Assistants (SLPAs), Occupational Therapists (OTs), Special Education Teachers, Psychologists, Board Certified Behavior Analyst (BCBAs), Registered Behavior Therapists (RBTs), and Certified Occupational Therapist Assistant (COTAs) for the 2023-2024 School Year

**BACKGROUND:** Special Education students may require Speech & Language Pathologists (SLP) and Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), Certified Occupational Therapist Assistant (COTA) Special Education Teachers services as part of their Individual Education Plan (IEP). These providers help improve student's academic development skills. Many of our Special Day class students have SLP/SLPA, OT or Special Education Teacher services written into their IEP and several more are awaiting assessments. 360 Degree Customer, Inc. also provides BCBA/RBTs, COTA's and Special Education Teacher's and resource 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. 360 Degree Customer, Inc. 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 will not exceed \$3,500,000.00. 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 Master Contract with 360 Degree Customer, Inc. for Speech and Language Pathologists (SLPs), Speech and Language Pathologist Assistants (SLPAs), Occupational Therapists (OTs), Special Education Teachers, Psychologists, Board Certified Behavior Analyst (BCBAs), Registered Behavior Therapists (RBTs), and Certified Occupational Therapist Assistant (COTAs) 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 19, 2023  
**SUBJECT:** Approve Overnight Travel for the Tracy High School Cheer Team and Advisors to Attend Summer Camp at UC Davis, CA on July 17 - July 21, 2023

**BACKGROUND:** The Tracy High School Cheer Team would like to attend UCA Summer Cheer Camp. The trip would consist of approximately 30 students and 2 Advisors to attend at UC Davis campus Davis, CA. Transportation will be provided by each student's parents. The students and advisors will be staying in campus housing to attend the UCA Cheer Camp.

**RATIONALE:** The opportunity to participate in a five-day cheer camp will provide the students with the importance of teamwork. At the camp, students will develop skills, learn choreography, and proper techniques for safe stunting and team bonding. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** There will be no cost to the District. Transportation, food, and lodging will be paid by each participant approximately \$550.00 per student. As this is a voluntary event, students are responsible for paying for their camp fees. There will be a fundraiser event in June to offset the cost for all participants.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Cheer Team and Advisor to Attend Summer Camp at UC Davis, CA on July 17 - July 21, 2023.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 19, 2023  
**SUBJECT:** Approve Overnight Travel for the Tracy High School Dance Team and Advisors to Attend Summer Camp at William Jessup University in Rocklin, CA on July 28 - July 31, 2023

**BACKGROUND:** The Tracy High School Dance Team would like to attend UDA Summer Cheer Camp. The trip would consist of approximately 20 students and 2 Advisors to attend William Jessup University's campus in Rocklin, CA. Transportation will be provided by each student's parents. The students and advisors will be staying in campus housing to attend the UDA Cheer Camp.

**RATIONALE:** The opportunity to participate in a four-day dance camp will provide the students with the importance of teamwork. At the camp, students will develop skills, learn choreography, techniques, and team bonding. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

**FUNDING:** There will be no cost to the District. Transportation, food, and lodging will be paid by each participant approximately \$550.00 per student. As this is a voluntary event, students are responsible for paying for their camp fees. There will be a fundraiser event in June to offset the cost for all participants.

**RECOMMENDATION:** Approve Overnight Travel for the Tracy High School Dance Team and Advisor to Attend Summer Camp at William Jessup University in Rocklin, CA on July 28 - July 31, 2023.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 15, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2023-2024 School Year

**BACKGROUND:** The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. Villalovoz Elementary School is identified as an area of need due to our low-income families. The Boys and Girls Club has been operating after school services at Villalovoz Elementary School for several years. During the 2022-2023 school year, Villalovoz partnered with Boys and Girls Club to provide structured activities and mentoring during lunch recess to decrease behavior issues. Due to the success of the program Villalovoz Elementary School staff would like to continue our association with the Boys and Girls Club at Villalovoz Elementary School as they provide after school services and services during lunch recess that the regular school program cannot, specifically academic tutoring, extracurricular reading programs and school wide sport participation.

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

**FUNDING:** Boys and Girls Club of Tracy will be paid \$17,480.00, funded through Title I funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2023-2024 School Year.

**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 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: Provide activities, tutoring, reading and structured activities, and mentoring programs for all students. Supplies for these programs are also needed. In addition to the afterschool program, the Boys and Girls Club will have 2 staff members providing structured activities during lunch recess (12:00 - 1:00) five days per week.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 5 days/week after school/5 days/week lunch ( ) | **HOURS** | ☒ | **DAYS**, under the terms of this agreement at the following location Villalobos.

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

- a. District shall pay \$ 17,480 per | **HOUR** | | **DAY** | ☒ | **FLAT RATE**, not to exceed a total of \$ 17,480. 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 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.

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7. Contractor shall contact the District's designee, Marji Baumann at ( ) 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

68-0028682

IRS Identification Number

CEO

Title

753 W. Lowell Ave.

Address

Tracy, CA 95376

CEO

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 17, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Faith in Action Community Education Services and Villalovoz Elementary School for Behaviorist Services 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. In the 2021-22 school year, TUSD schools and FACES began a partnership in providing behavior technicians to meet the increased social emotional needs of students. The services provide mentorship, behavior support, and positive development of social skills, as well as restorative practices.

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

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

**RECOMMENDATION:** Approve Agreement for Contract Services between Faith in Action Community Education Services and Villalovoz Elementary School for Behaviorist Services for the 2023-2024 School Year.

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

**Title 1 Carry Over Funds  
Site Expenditure Request Form  
2022-23**

School Site: Villalovoz

Date: May 18, 2023

*The purpose of Title I, Part A is to provide all children with a significant opportunity to receive fair, equitable, and high-quality education and to close educational achievement gaps.*

LCAP GOALS				
<i>Select the goal that your request most aligns to</i>				
<b>Pupil Outcomes</b>		<b>State Priority 4, and 8</b>		
<input type="checkbox"/> 1. Prepare all students for college and career and ensure that all students meet grade level standards with a focus on closing the achievement gap between all subgroups.				
<b>Conditions of Learning</b>		<b>State Priority 1, 2, and 7</b>		
<input checked="" type="checkbox"/> 2. Provide a safe and equitable learning environment for all students and staff.				
Scope of Services to Support Students				
<i>Select all that your plan apply to</i>				
<input checked="" type="checkbox"/> All Students OR  <input type="checkbox"/> Target Group(s) <input type="checkbox"/> Low Income <input type="checkbox"/> English Learners <input type="checkbox"/> Reclassified <input type="checkbox"/> Special Education		<input checked="" type="checkbox"/> School wide OR  <input type="checkbox"/> Specific Grades <input type="checkbox"/> K-5 <input type="checkbox"/> 6-8 <input type="checkbox"/> 9-12 <input type="checkbox"/> Other: _____		
PLAN				
Input How much will we spend?	Activities On what?	Outputs What will we produce?	Outcomes What will we achieve?	Impact So what?
Amount not to exceed \$150,000	5 days a week emotional support for students 5 days a week recess social skills	FACES behavior aide will work with students on an as needed basis during class and recess to develop appropriate academic work habits and social skills	Students at Villalovoz will learn strategies to assist with academic work ethic and social interactions	When students use specific strategies they will complete classroom assignments, interact in a positive way with peers, and recognize when they need assistance from an adult with academics or SEL.
Example				
\$50,300	<ul style="list-style-type: none"> <li>2 days RRR Framework training at management</li> <li>6 days Leadership Academy</li> </ul>	Instructional Leaders will learn the Foundations in Leadership for Rigorous Learning	A District-wide focus on the development of instructional effectiveness to improve student achievement	Decisions are made through a framework to facilitate learning and student evidence

Marji Baumann

Digitally signed by Marji Baumann  
DN: cn=Marji Baumann, o=Tracy Unified School District, ou=emil@baumann@usdnet, c=US  
Date: 2023.05.11 15:41:24 -0700

Principal Signature

Director of Continuous Improv Signature  
Mary Petty Ed. D. 8/9/22

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location 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 \$110.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$150,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
  - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on March 8, 2024.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

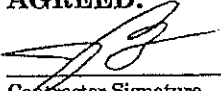
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

**AGREED:**

  
Contractor Signature  
83-0818579  
IRS Identification Number

CEO

Title

Title  
401 E. Main Street,  
Address  
Stockton CA, 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 19, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School and Williams Middle School for the 2023-2024 School Year

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

**RATIONALE:** FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. They will provide 4 behaviorists, 7 hours daily for the 2023-24 school year. There is no cap on the number of students they can service. They will provide group therapy services that include mentorship, behavior supports, restorative practices, grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners.

This aligns with Strategic Goal #2 of our SPSA to Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

**FUNDING:** FACES will be paid \$554,400.00, funded through Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School and Williams Middle School for the 2023-2024 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 4 classroom behaviorists to assist and support student behaviors in the classroom setting. The behaviorists will provide 7 hours of services each, daily. Services will include mentorship, restorative practices, behavior support, positive development of social skills, and SEL groups.

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

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

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

- a. District shall pay \$110.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$554,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on May 31, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

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

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

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Date \_\_\_\_\_

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 24, 2023  
**SUBJECT:** Approve Master Contract with Non-Public Agency (NPA) Building Connections Behavioral Health, Inc. for the 2023-2024 School Year

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

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

**FUNDING:** Expenses for the 2023-2024 school year and related services will not exceed \$150,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5750-1180-5800-800-2542.

**RECOMMENDATION:** Approve Master Contract with Non-Public Agency (NPA) Building Connections Behavioral Health, Inc. for the 2023-2024 School Year.

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 31, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Imagine Learning, Inc. and Monte Vista Middle School to Provide Site Licenses for MyPath Reading and Math for the 2023-2024 School Year

**BACKGROUND:** Tracy Unified School District's Title I 6-8 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 6-8 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 MVMS. 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 \$18,750.00, 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 Monte Vista Middle School to Provide Site Licenses for MyPath Reading and Math for the 2023-2024 School Year.

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



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

# Price Quote

Date 5/31/2023  
Quote No. 305171  
Acct. No. 03:tr:CA:12214869  
Total \$18,750.00  
Pricing Expires 6/30/2024

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. Monte Vista Middle School				
	MyPath K-12 Reading and Math Site License		06/30/2024	1
	Professional Development Foundational Webinar Package - Includes 4 webinar sessions		06/30/2024	1

Subtotal \$18,750.00  
Total \$18,750.00

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

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

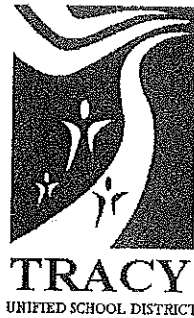
## Tracy Unified School District

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Imagine Learning Representative

Jesse Tafolla  
Account Executive  
Cell: 530-760-7043  
Email: [Jesse.Tafolla@imaginelearning.com](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.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 23, 2023  
**SUBJECT:** Approve Agreement for Contract Services between Faith in Action Community Education Services and Kimball High School for the 2023-2024 School Year

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

**RATIONALE:** FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will provide 2 behaviorists for the 2023-24 school year. There is no cap on the number of students they can service. They will provide group therapy services that include mentorship, behavior supports, restorative practices, grief and loss groups, addiction groups, social anxiety groups, and boys groups. As well as students who are failing academically and trauma counseling for English language learners.

This aligns with Strategic Goal #2 of our SPSA to Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

**FUNDING:** FACES will be paid \$ 218,680.00 funded through ESSER funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Faith in Action Community Education Services and Kimball High School for the 2023-2024 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 2 classroom behaviorists (one 5 days a week and one 3 days a week) to assist and support student behaviors in the classroom setting. The behaviorists will provide 7 hours of services each, daily. Services will include mentorship, restorative practices, behavior support, positive development of social skills, and SEL groups.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location 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 \$110.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$218,880.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on May 31, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

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

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

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 24, 2023  
**SUBJECT:** Approve Service Contract Agreement with Pawar Transportation for Transportation Services for the 2023-2024 School Year

**BACKGROUND:** Board approval is requested to contract with Pawar Transportation to transport students with special needs. The District's Special Education Administration would like to contract with Pawar Transportation to provide transportation of special education students to a Non-Public School for the 2023-2024 school year.

**RATIONALE:** Districts must offer a continuum of services including, when necessary, placement at Non-Public Schools (NPS). 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 \$250,000.00. 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 Service Contract Agreement with Pawar Transportation for transport of students to non-public schools for the 2023-2024 School Year.

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

# 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 PAWAR TRANSPORTATION, 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 TRANSPORTATION SERVICES TO SPECIAL EDUCATION STUDENTS TO AND FROM DISTRICT WIDE SCHOOL SITES AND NON-PUBLIC SCHOOLS (NPS).

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 / NPS.

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

- a. District shall pay \$ 145.00 - \$350.00 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$300,000.00. 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:

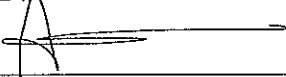
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

  
\_\_\_\_\_  
Contractor Signature Title  
76-0723826  
\_\_\_\_\_  
IRS Identification Number  
VP Marketing/Business Development  
\_\_\_\_\_  
Title  
3673 Vista Charonoaks,  
\_\_\_\_\_  
Address  
Walnut Creek, CA 95498  
\_\_\_\_\_

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Assoc. Supt of Ed Services  
**DATE:** June 2, 2023  
**SUBJECT:** Approve the Annual District Title III Plan for the 2023-2024 School Year

**BACKGROUND:** With the adoption of Every Student Succeeds Act, the District Title III Plan is meant to supplement the LCAP to ensure that eligible LEAs have the opportunity to meet the Local Educational Agency (LEA) Plan provisions of Every Student Succeeds Act (ESSA) as they relate to the education of designated English Language Learners and Immigrant Students.

The purpose of the Title III Language Instruction for English Learners and Immigrant Students Plan is to ensure that all English Learners attain English Language Proficiency (ELP), develop high levels of academic attainment in English, and meet the same challenging State academic standards as all other students. An LEA must use Title III funds to supplement State language instruction educational programs, designed to assist English Learners' achievement goals. The state educational agency, LEAs, and schools are accountable for increasing the English proficiency and core academic content knowledge of English Learner students. Each year the district is required to complete the Annual Title III Local Plan outlining how the district will provide effective professional development specific to English Learners, implement effective programs beyond the core curriculum, ensure English Proficiency and academic achievement, and promote parent and family engagement in the education of English Learners.

**RATIONALE:** In combination with the LCAP and the Consolidated Application, and with the approval of this Title III Plan, Tracy Unified School District will have met the Title III Plan requirements of ESSA of the Federal Local Education Agency Plan Requirements. The Title III Plan is to be submitted to the California Department of Education no later than July 1, 2023, and must be approved by the Local Governing Board. The Annual District Title III Plan is included here under separate cover for review. This Agenda Item supports District Strategic Goals #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no cost to this Agenda Item. However, all actions included in, and related to the Title III Plan will be paid for out of District Title III Funds.

**RECOMMENDATION:** Approve the Annual District Title III Plan for the 2023-2024 School Year.

Prepared by: Jose Jimenez, English Language Program Coordinator, TUSD

# Annual Title III Local Plan Update Template

All English learners will become proficient in English and reach high academic standards, at a minimum attaining proficiency or better in reading/language arts and mathematics.

LEA Name: Tracy Unified School District CDS Code: 39754990000000 Fiscal Year: 2023-2024

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement. How will the LEA:	Persons Involved/Timeline (Optional)
<p><b>Provide effective professional development</b></p> <p>TUSD will be using Title III funds to provide on-going supplemental ELD professional learning for:</p> <ul style="list-style-type: none"> <li>• ELD teachers on the following instructional practices: Interactive Read Aloud and Text Reconstruction/Deconstruction. In addition, teachers will be trained on the following strategies: academic conversations and close reading. We currently have an ELD steering committee working with the San Joaquin County Office of Education to create lesson plans for grades 3-13 Designated ELD using the Text Reconstruction/Deconstruction approaches. Upon completion, administrators and classroom teachers will receive the materials, training, and planning time to implement these high leverage literacy strategies.</li> <li>• TUSD will provide ELD teachers the opportunity to be trained on? on connecting ELPAC Task Types to classroom instruction to support students in developing the four domains of language: speaking, listening, reading, and writing. TUSD will focus middle/high school teachers on the ELPAC task types: support an opinion and summarize an academic presentation.</li> <li>• Teachers in grades 6-12 will align StudySync Integrated ELA/ELD with Designated ELD. TUSD is working with the San Joaquin County Office of Education on creating this alignment.</li> <li>• ELD Networking: ELD teachers in grades 6-12 are networking with the district office to share the work from the ELD steering committee and to collaborate among teachers in the work they are doing in their ELD classrooms. Each meeting will have a topic on EL data, effective strategies, and ELPAC task types.</li> <li>• TUSD will provide EL para-educators with training on CA ELD standards and instructional strategies to support English learners and EL specific intervention. We have a partnership with the San Joaquin County Office of Education to bring a 5-three-hour session para-educator academy to TUSD to further enhance the skills of our paraeducators.</li> <li>• TUSD will facilitate data discussions with school staff and community partners to address the different needs of English learners: Newcomers, English learners, Long-Term English learners, and dually identified EL students.</li> </ul>	

<ul style="list-style-type: none"> <li>• TUSD has provided the opportunity for administrators, teacher coaches, and classroom teachers to attend the San Joaquin County of Education ELD Standards Institute. This institute will further enhance staff members knowledge and practice in the implementation of the ELD standards in their classroom instruction.</li> <li>• California Association of Bilingual Education (CABE): CABE annual conference will provide teachers, paraeducators, parent liaisons, parents/guardians, and administrators opportunities to learn in the areas of biliteracy, dual-language institutes, effective strategies, and improving? EL student achievement. We are also exploring other conferences such as National Association of Bilingual Education (NABE), and the WIDA conference for enhancing our staffs opportunity in working with English learners</li> </ul>	<p><b>Implement effective programs and activities</b></p> <p>TUSD will continue to use Title III funds to finance a partial District EL Program Coordinator to provide additional services to EL students and parents. For example, we will hold parent educational nights where we will review effective strategies to support ELs in developing academic language, reclassification criteria, practice ELPAC task types, as well as EL data for the school. The EL Program Coordinator will also provide coaching to teachers, para-educators, and site administrators at sites with high EL populations. The EL Program Coordinator will work as a liaison between Tracy Unified School District and San Joaquin County Office of Education in enhancing our districts programs for newcomers and Long-Term English Learners (LTELs). The EL Program Coordinator will also plan, develop, and oversee our district's EL Summer Academy for newcomers. TUSD will continue to fund a Long-Term English Learner Counselor to provide supplemental support and resources to EL students and families. Supports include monthly language and academic goal setting, ongoing data chats, working with teachers to support LTEL student needs, and additional assistance with school resources such as requirements, eligibility, and progress toward language proficiency, A-G, and high school graduation. In addition, the LTEL counselor and EL Program Coordinator will provide supports such as student and parent workshops to provide strategies and awareness of language development for Long Term English Learner students. The LTEL Counselor will also start working with "At Risk" of becoming LTEL students and families to prevent Long Term English learners.</p>
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### **Ensure English proficiency and academic achievement**

School sites are held accountable for meeting English acquisition progress for English learners by administering common Summative Grade Level Unit Assessments to all students in English Language Arts and Mathematics. In addition, a diagnostic assessment will be administered three times per year at each school to monitor how EL students are progressing during the year. Data report analysis includes: all student performance and disaggregated reports for English learners. Site teams will review grade level standards unit assessment data reports in ELA, Math in conjunction with SBAC and ELPAC data. The data is then analyzed by teachers and administrators in grade levels, departments, Professional Learning Communities (PLCs) during the districts early release days which happen weekly. Teams discuss student progress on grade level standards and progress toward the school plan for student achievement goals, as well as gaps in achievement to be addressed. Each team meets in PLCs to plan and discuss targeted differentiation instruction and interventions to address the skills English Learners need to improvement on. The student data is inputted by site EL coordinators and teachers on district monitoring forms for EL and RFEP students. Students who score a 4 on their summative ELPAC assessment will be eligible for reclassification if they meet all the criteria set forth by the state. Furthermore, all site administrators and site EL Coordinators implement the Tracy Unified School District EL Master Plan outlining all tasks with associated timelines regarding EL program placement, reclassification, EL monitoring, and EL accountability. The English Learner Program Coordinator meets monthly with site EL coordinators to review student identification, assessment, monitoring, and reclassification throughout the school year.

### **Promote parent, family, and community engagement in the education of English learners**

TUSD uses Title III funds to provide EL parents the opportunity to participate in California Association of Bilingual Education (CABE) annual conference and workshops and. In addition, EL parents will be provided the following workshops they have requested based on the district needs assessment: ELPAC, reclassification, Mental Health Family Workshops, and graduation credit requirements.

### **Other Authorized Activities**

LEAs receiving or planning to receive Title III EL funding may include authorized activities.\*

\*Please see the California Department of Education Title III Authorized Cost web page (<https://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp>) for a list of authorized EL activities.

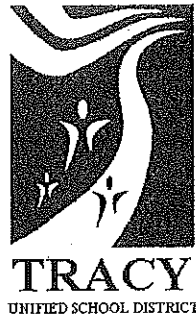
Describe all authorized activities chosen by LEA relating to: Supplementary services as part of the language instruction program for English learners.	Persons Involved/Timeline (Optional)
While the district provides tutoring for all students, Title III funds will be used to provide additional tutoring before and after school for English learners. Title III Immigrant funds will continue to support the purchase of newcomers' materials and software licenses for programs that will enhance content-based vocabulary, grammar, writing skills, and oral fluency in the English language.	

### Plan to Provide Services for Immigrant Students

Please complete the table below if the LEA is receiving or planning to receive Title III immigrant funding.\*

\*Please see the California Department of Education Title III Authorized Cost web page (<https://www.cde.ca.gov/sp/el/t3/authorizedcosts.asp>) for a list of authorized immigrant activities.

Describe all authorized activities chosen by LEA relating to: Enhanced instructional opportunities for immigrant children and youth.	Persons Involved/Timeline (Optional)
51 50 TUSD will use Title III funds to provide a Summer English Learner Academy for newcomer immigrant English Learner students to provide additional support in language acquisition.	



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 23, 2023  
**SUBJECT:** Approve the TUSD English Learner Master Plan for the 2023-2024 School Year

**BACKGROUND:** The California State Board of Education unanimously approved the California English Learner Roadmap State Board of Education Policy: Educational Programs and Services for English Learners (EL Roadmap Policy) on July 12, 2017. This policy is intended to provide guidance to local educational agencies (LEAs) on welcoming, understanding, and educating the diverse population of students who are English learners attending California public schools. The *California English Learner Roadmap: Strengthening Comprehensive Educational Policies, Programs, and Practices for English Learners* (CA EL Roadmap) builds on the EL Roadmap Policy and provides further guidance on educating English learners. The CA EL Roadmap supports LEAs as they implement the EL Roadmap Policy. TUSD has revised our English Learner Master Plan to align with the California EL Roadmap and complies with Federal Program Monitoring (FPM) requirements in order to receive Title III funds and providing services to English Learners.

**RATIONALE:** All LEAs are required to have an EL Master Plan and to periodically revise the plan to ensure it is updated to the most recent changes in education code and legislature. TUSD was selected for Federal Program Monitoring (FPM) during the 2021-2022 school year. As a result of the FPM feedback from the monitoring cycle, TUSD has worked with educational partners in updating and revising the TUSD EL Master plan.

Updates included in the TUSD EL Master Plan:

- Identified EL Roadmap Policies
- Removed outdated assessments no longer administered
- Updated our Monitoring and Reclassification forms and criteria

**FUNDING:** There is no cost to this Agenda Item.

**RECOMMENDATION:** Approve the TUSD English Learner Master Plan for the 2023-2024 School Year.

**Prepared by:** Jose Jimenez, English Learner Program Coordinator.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** June 2, 2023  
**SUBJECT:** Approve Purchase of SCUTA for George Kelly School to Provide License for the 2023-2024 School Year

**BACKGROUND:** With the addition of a full-time counselor at George Kelly School, we are excited of the potential to create a more robust offering of services for our students. As a district, we have invested in an assessment database, Fastbridge, which provides an academic, social, emotional risk screener, mySAEBRS. Using the data from mySAEBRS in addition to the platform SCUTA, it will allow our counselors to make data driven decisions and provide additional data to review best practices and keep records of how we are interacting with students. The SCUTA program can help us in the goal of one day becoming a RAMP (Recognized ASCA Model Program) school.

**RATIONALE:** SCUTA is a web-based counselor application used to develop a data-driven, evidenced based school counseling program. SCUTA follows the ASCA (American School Counseling Association) national model recommendations and offers confidential, comprehensive documentation and use of time analysis system. The SCUTA application will be used by the George Kelly School counselor and administrators to aide in guiding Professional Learning Community (PLC) discussions, review best practices, keep accurate records and aide in making data-driven decisions for students.

**FUNDING:** The cost, not to exceed \$520.00, will be paid from A-G Improvement Grant.

**RECOMMENDATION:** Approve Purchase of SCUTA for George Kelly School to Provide License for the 2023-2024 School Year.

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

SEND PAYMENTS TO:  
zLabs  
1500 Colesville Road,  
Bethlehem, PA 18015  
1-833-887-2882

**Attn :** David Odisho  
GEORGE KELLY ELEMENTARY  
School Counselor  
dodisho@tusd.net  
(209) 380-8200  
Wednesday, 31st May 2023

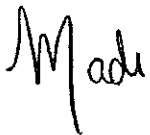
Thank you for the opportunity to quote SCUTA. Your Quote# may also be used to expedite your purchase.

**Quote**

Licensing Period: 8/1/23 - 8/1/24	Quantity	Annual Cost	Total
SCUTA Pro	0	\$175	\$0.00
SCUTA Max ( Reg. \$225)	1	\$250	\$250.00
+ Outlook	1	\$95	\$95.00
+ Google Calendar	0	\$75	\$0.00
+ Appointments	0	\$75	\$0.00
+ ISCA Model 2.0	0	\$50	\$0.00
+ RAMP	1	\$100	\$100.00
+ Survey	1	\$50	\$75.00
<b>Total Amount</b>			<b>\$520.00</b>
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
<b>Total Amount Due</b>			<b>\$520.00</b>

Thank you for your being a SCUTA user. With your support and feedback we have become the solution of choice for school counseling software globally. Please feel free to contact me if you have any questions, comments or feedback.

Thank you,



Madison Hoguet  
madison@myscuta.com  
SCUTA Sales & Support  
1-833-88-SCUTA(72882)



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** June 13, 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>
Bowman, Amanda Assistant Principal	SWP	06/30/2023	Resigned to accept Assistant Principal position at KHS
Clark, Kamara Counselor	Tracy High	06/30/2023	Resigned to accept Head Counselor position at THS
Hawkins-Peralta, Monica Program Specialist	Special Education	06/30/2023	Resigned to accept Assistant Principal Position at Central

### BACKGROUND:

### MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Call, Steven (Reed) Director of Financial Services	DEC	08/16/2023	Retirement

Goossen, Cynthia Speech Language Pathologist	DEC	06/08/2023	Retirement
Holck, Lynne Secretary	THS	07/01/2023	Retirement

**BACKGROUND:**

**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Blassingame, Sarai Teacher	Freiler	06/30/2023	Personal
Chavez, Adrian Teacher	West High School	06/30/2023	Personal
Cuculich, Matthew Teacher	SpEd/HH	06/01/2023	Personal
Dalton, Shannon Teacher	SWP	06/30/2023	Personal
Dastgheyb, Naficeh Teacher	Kelly	06/30/2023	Personal
Fetterman, Kimberly Teacher	Kelly	05/26/2023	Personal
Mohlenhoff, Robin Teacher	West High School	05/26/2023	Personal
Nixon, Ky Teacher	Williams Middle School	06/30/2023	Personal
Rivas, Meghan Teacher	Bohn Elementary	06/30/2023	Personal
Rodrigues, Leah Teacher	McKinley Elementary	06/30/2023	Personal
Vang, Thao Teacher	West High School	06/30/2023	Personal
Welk, Christine Teacher	West High School	05/02/23	Personal

**BACKGROUND:****CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Rodriguez Byrd, Soledad Clerk Typist II	DEC	7/1/2023	Personal

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Estes, Amanda School Supervision Assistant	HES	5/27/2023	Personal
Kronenberg, Nanette Para Educator I	MES	5/27/2023	Accepted Position
Martin, Mona School Supervision Assistant	JES	5/6/2023	Personal
Mendiola, Rianne Special Education Para Educator	NES	8/3/2023	Accepted Position
Monascal, Mariana Para Educator I	THS	5/27/2023	Personal
Shahhosseini, Tinoush Adult Education Instructional Paraprofessional II	Adult School	6/30/2023	Accepted Position
Williams, Serenna Attendance Clerk	JES	4/23/2023	Accepted Position

**BACKGROUND:****COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anderson, John Girls' Varsity Tennis	KHS	5/1/23	Personal
Anderson, John Boys' Varsity Tennis	KHS	5/1/23	Personal
Barreto, Marc Water Polo Assistant	KHS	5/11/23	Personal

Bravo, Rogelio Girls' Wrestling Assistant	WHS	5/1/23	Personal
Colbert, Logan Wrestling Assistant	KHS	5/10/23	Personal
Gibson, Jimmy Girls' Frosh Volleyball	THS	5/5/23	Personal
Sundquist, Derek Boys' Varsity Volleyball	WHS	5/12/23	Personal
Weagley, Melissa Cross Country Assistant	THS	4/25/23	Personal
Wescott, Marc Girls' Varsity Golf	KHS	5/11/23	Personal
Wescott, Marc Boys' Varsity Golf	KHS	5/11/23	Personal

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

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



# HUMAN RESOURCES MEMORANDUM

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

**BACKGROUND:**

Barajas, Elisavet

Bowman, Amanda

Clark, Kamara

Hawkins-Peralta, Monica

Speer, Kevin

**MANAGEMENT/CLASSIFIED**

**CONFIDENTIAL**

Hirsch Elementary  
Principal (Replacement)  
LME Class 54, Step C - \$137,275.00  
Fund: General

Kimball High School  
Assistant Principal (New)  
LME Class 54, Step D - \$148,191.00  
Fund: General

Tracy High School  
Head Counselor (Replacement)  
LMP Class 11, Step H - \$130,055.00  
Fund: General

Central School  
Assistant Principal (New)  
LME Class 51, Step E - \$139,309.00  
Fund: General

West High School  
Counselor (Replacement)  
LMP Class 7, Step C - \$97,604.00  
Fund: General

Williams, Serenna

Elementary School Secretary (Replacement)  
Jacobson Elementary School  
8 hours per day  
LMH 8, Step C - \$30.89 per hour  
Fund: General

**BACKGROUND:**

Gonzales, Sally

**CERTIFICATED**

Kelly Elementary  
SDC 6-8 Mild/Mod (New)  
"B", Class VI, Step 20 - \$114,950.00  
Fund: Special Education

Henry, Paige

Tracy High School  
Ag Teacher (Replacement)  
"A", Class I, Step 1 - \$58,538.00  
Fund: General

Mathew, Anuja Anna

South/West Park Elementary  
2<sup>nd</sup> Grade GATE (New)  
"A", Class I, Step 1 - \$58,538.00  
Fund: General

**BACKGROUND:**

Acala, Anna

**CLASSIFIED**

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

Avalos, Maria

Para Educator I (Replacement)  
Villalovoz Elementary School  
3 hours per day  
Range 24, Step B - \$18.25 per hour  
Fund: Title I

Cortez, John

Maintenance Mechanic (Replacement)  
MOT  
8 hours per day  
Range 48, Step B - \$31.99 per hour  
Fund: Ongoing and Major Maintenance

Escoto, Rachael

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

Frost, Anthony	Utility Person III (Replacement) MOT/George Kelly 8 hours per day Range 38, Step C - \$26.53 per hour + ND Fund: Ongoing and Major Maintenance 25% Special Education Transportation 50% General Fund Unrestricted 25%
Jones, Dawnetta	School Supervision Assistant (Replacement) Monte Vista Middle School 2 hours per day Range 21, Step C - \$17.86 per hour Fund: General
Mendiola, Rianne	Special Education Para Educator (Replacement) Stein 6 hours per day Range 27, Step E - \$22.53 per hour Fund: Special Education
Miles, Lisa	Special Education Para (New) Jacobson Elementary School 6.5 hours per day Range 27, Step A - \$18.72 per hour Fund: Special Education
Plascencia, Mia	Bilingual Para Educator I (Replacement) Southwest Park Preschool 3.5 hours per day Range 24, Step A - \$17.44 per hour Fund: Child Care & Development
Quintero, Veronica	Food Service Worker (Replacement) Monte Vista Middle School 2 hours per day Range 25, Step B - \$18.72 per hour Fund: Child Nutrition School Program
Shahhosseini, Tinoush	Para Educator II (Replacement) Duncan Russell 8 hours per day Range 30, Step E - \$24.13 per hour Fund: LCAP

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** June 2, 2023  
**RE:** **Approve Employment of 2023 Summer School Staff**

**BACKGROUND:** Applications for summer school were received from staff, and interviews were conducted for the 2023 summer school session. Assignments for the 2023 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

This agenda item meets District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** Summer School Funding.

**RECOMMENDATION:** Approve Employment of 2023 Summer School Staff.

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

# SUMMER SCHOOL EMPLOYMENT 2023

<u>Last</u>	<u>First</u>	<u>Hours</u>	<u>Rate</u>	<u>Position</u>	<u>Site</u>	<u>Approximate Total Salary</u>
Agapie	Susan	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Aguilar	Maria Carmen	6.00	\$21.49	Food Service Worker	Central	\$2,579
Alvarado	Salvador	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Alvaro	Sherri	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Amaro	Clara	4.5	\$20.04	Para Educator I, Kindergarten Bridge	McKinley	\$992
Anaya	Lorena	8	\$29.15	Bus Driver	MOT	\$5,130
Anderson	Jena	2.25	\$19.14	Bus Aide, ESY	DEC - SpEd	\$904
Anguiano	Melissa	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Anguiano	Diana	5	\$20.99	Para Educator I, IEP	Hirsch	\$2,414
Arce	Sandra	4.5	\$20.99	Para Educator I, Kindergarten Bridge	McKinley	\$1,039
Arellano	Lidia	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Ayala	Janet	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Baccam	Melissa	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Bachelder	Monique	5.75	\$21.49	Food Service Worker	McKinley	\$4,325
Bajwa	Amandeep	3	\$17.06	School Supervision Assistant	Kimball	\$1,024
Baker	Charlene	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Ballutay	Anna	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Basler	Megan	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Beaken	Christopher	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Behnam	Arash Scott	Daily rate	\$280.00	Teacher, Bridge Program	West	\$3,080
Bennett	Sara	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Bernal	Lina	8	\$27.79	Bus Driver	MOT	\$4,891
Bowman	Amanda	stipend	\$6,950.00	High School Assistant Principal	Kimball	\$6,950
Bravo	Monica	5.50	\$21.49	Food Service Worker	Kelly	\$2,364
Bunton	Shari	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$3,360
Butler	Elizabeth	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Cabico	Kellie	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Carter	Alayna	Daily rate	\$280.00	Teacher, Bridge Program	Tracy	\$3,080
Castro V	Ma. Veronica	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Cavanna-Crowley	Collette	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Ceteras	Amy	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$3,360

Chapman	Lourdes	4.5	\$20.99	Para Educator I, Kindergarten Bridge	McKinley	\$1,039
Chavez	Elizabeth	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Chitwood	Cameron	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Ciccolo	Danielle	3.50	\$19.55	Food Service Worker	Central	\$1,369
Clark	Suzanne	3.50	\$21.49	Food Service Worker	Tracy High	\$1,203
Coker	Lauren	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Conkey	GiGi	3.00	\$21.49	Food Service Worker	Kimball	\$1,289
Contreras	Irma	5.5	\$17.86	K-8 Intervention Clerk Typist	Kelly	\$2,161
Cook	Sarah	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$2,800
Cordisco	Monica	Daily rate	\$280.00	Teacher, Adult School ILC	Adult School	\$5,880
Coronado	Jennifer	8	\$29.15	Bus Driver	MOT	\$2,565
Coss	Monica	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$3,080
Costa	Michiko	5	\$18.25	Para Educator, K-8 Summer Intervention	Kelly	\$2,008
Curiel	Isabel	5	\$18.25	Para Educator, K-8 Summer Intervention	Central	\$1,916
Dander	Liane	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Dastgheyb	Naficeh	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
De Bravo	Llanet	7.50	\$23.05	Food Service Worker II	West	\$6,742
De La Rosa	Juana	3.00	\$21.49	Food Service Worker	South West	\$1,289
Del Rosario	Laarnie	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Delgadillo Govea	Yuliana	5.5	\$17.06	High School Clerk Typist	Kimball	\$1,970
Diaz	Millie	5	\$20.99	Bilingual Para, English Learner Academy	Central	\$2,204
Diaz	Alex	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Diaz	Livier	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Dituri	Donna	Daily rate	\$280.00	Teacher, Adult School ILC	Adult School	\$5,880
Ebojo	Catherine	5	\$20.99	Para Educator, HS Bridge Program	West	\$2,414
Edwards	Troy	stipend	\$4,914.00	Counselor- TISCS	TISCS	\$4,914
Elkins	Kimberly	Daily rate	\$280.00	Bilingual Teacher, English Learner Academy	Central	\$5,880
Engelman	Sandra	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,880
Erickson	Chrystal	3.50	\$20.53	Food Service Worker	McKinley	\$1,437
Estrada	Celina	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Feller	Marissa	7	\$23.05	Library Tech, K-8 ESY	Hirsch	\$2,904
Fracolli	Stephanie	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Garcia	Matthew	5	\$17.44	Para Educator I, IEP	Hirsch	\$2,808
Garcia	Gina	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Garcia	Sherry	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Garcia	Kellie	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160

Garcia	Leslie	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$3,080
Garcia-Larribas	Carolina	7.00	\$18.72	Food Service Worker	West	\$5,242
Gardea	Julia	5	\$20.53	Para Educator I, Special Education	Hirsch	\$2,361
Giardina	Tammy	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,880
Goel	Nidhi	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Gomes	Lisa	8	\$27.79	Bus Driver	MOT	\$4,669
Gomez	Joshua	Daily rate	\$280.00	Teacher, Bridge Program	Tracy	\$3,080
Gonzalez	Adriana	7.00	\$21.49	Food Service Worker	West	\$6,017
Gonzalez Gamez	Daniel	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Grant	Marilyn	2.25	\$20.99	Bus Aide, ESY	DEC - SpEd	\$992
Graves	Dina	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Greer	Cindy	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Gregory	Kia	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Grotle	Veronica	5.5	\$23.05	K-8 Attendance Clerk, Intervention	Kelly	\$2,662
Gusman	Victoria	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Gutierrez	Anabel	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Guzman	Sahian	5	\$20.53	Para Educator I, Special Education	Hirsch	\$2,361
Hall	Christina	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Harris	Jack	8	\$29.15	Bus Driver	MOT	\$5,130
Harris	Belinda (Faye)	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Harris-Massey	Shorikka	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$4,760
Harvey	Maristela	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Hawk	Michelle	3.00	\$21.49	Food Service Worker	Kelly	\$1,289
Hawkins	Susan	stipend	\$6,500.00	Principal, K- 8 Title I	Central	\$4,875
Haws	Jeff	8	\$29.15	Bus Driver	MOT	\$5,130
Heim	Jacqueline	5	\$20.04	Para Educator I, IEP	Hirsch	\$2,305
Henderson	Jennifer	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Hernandez	Alexandria	5	\$18.72	Para Educator I, Special Education	Hirsch	\$2,153
Hernandez Olivo	Josefina	6.00	\$21.49	Food Service Worker	Central	\$2,579
Hill	Randal	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Hill	Monica	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$3,360
Howell	Dennis	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Hundal	Ajinderjit	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Hupman	Tida	Daily rate	\$280.00	Teacher, ESY	Kimball	\$6,160

Hutchison	Lori	5.50	\$21.49	Food Service Worker	Kelly	\$2,364
Ibanez	Limayri	5	\$20.53	Para Educator I, Special Education	Hirsch	\$2,361
Jacobs	Kimberly	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Jamash	Homaira	Daily rate	\$280.00	Teacher, Bridge Program	West	\$3,080
Jeffries	Jennifer	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Jensen	Joshua	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Jett	Andrea	5	\$20.99	Para Educator I, IEP	Hirsch	\$2,414
Jimenez	Jose	stipend	\$7,700.00	High School Principal	Kimball	\$7,700
Kalnins	Paul	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Kammen	Michelle	3	\$19.55	School Supervision Assistant	Kimball	\$1,173
Kaur	Baljinder	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Kaur	Harpreet	5.50	\$18.72	Food Service Worker	Kimball	\$2,162
Kelly	Esther	2.75	\$19.55	School Supervision Assistant	Kelly	\$1,075
Kibbee	Sandra	5.5	\$21.96	Attendance Clerk, TISCS	TISCS	\$2,416
Kibby-Blackburn	Toni	7	\$23.60	Library Tech, High School	Kimball	\$3,304
Kim	Susie	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Klug	Victoria	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Kovac	Ronald	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Lamas	Yesenia	Daily rate	\$636.55	SLP, ESY	DEC	\$13,368
Landin	Jesus Hector	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Larez Silva	Aine	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Lee	Maysue	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$3,360
Lee	Karina	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Lombardo	Maria	5.75	\$17.86	Food Service Worker	Hirsch	\$2,157
Magday	Rosalina	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Manzo	Maribel	5.5	\$21.96	High School Attendance Clerk	Kimball	\$2,536
Marquez	Sandra	Daily rate	\$280.00	Bilingual Teacher, English Learner Academy	Central	\$5,880
Martinez	Meriyiah	5.5	\$17.06	K-8 Intervention Clerk Typist	Central	\$2,064
Martinho	Sherry	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,880
Mason	Anne-Marie	stipend	\$6,500.00	Principal, K- 8 Title I	Kelly	\$6,500
Matelski	Eden	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Mavis	Michelle	5	\$18.25	Para Educator I, IEP	Hirsch	\$2,099
McCurdy	Erin	5.50	\$21.49	Food Service Worker	Kimball	\$2,482
Mears	Pamela	5	\$20.99	Para Educator, HS Bridge Program	Tracy	\$1,154

Mendoza	Maria	5	\$20.99	Para Educator, HS Bridge Program	Kimball	\$1,154
Mendoza	Milane	5	\$20.99	Para Educator I, IEP	Hirsch	\$2,414
Meyers	Elissa	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Mireles-Jacinto	Brenda	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Monk	Tabatha	5	\$20.53	Para Educator I, Special Education	Hirsch	\$2,361
Mora	Nery	5.75	\$19.55	Food Service Worker	McKinley	\$3,934
Mora	Mariza	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Morelos	Marisol	4.5	\$20.99	Para Educator I, Kindergarten Bridge	McKinley	\$1,039
Morelos-Bedolla	Maricela	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$3,080
Moren	Aaron	Daily rate	\$280.00	Teacher, Bridge Program	Kimball	\$3,080
Morgan	Shadee	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Munoz	Audra	stipend	\$4,914.00	Counselor - High School Program	Kimball	\$4,914
Muzzi	Rosa	5	\$20.99	Para Educator I, IEP	Hirsch	\$2,414
Nelson	Jennifer	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Nguyen	David	5.75	\$19.55	Food Service Worker	Bohn	\$3,934
Nguyen	Nhu	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Nielsen	Heather	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$2,800
Novoa	Liliana	8	\$27.79	Bus Driver	MOT	\$4,891
O'Leary	Jennifer	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Ortiz	Elizabeth	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Ortiz	Guadalupe	6.00	\$21.49	Food Service Worker	West	\$3,095
Osmani	Nazifa	5	\$21.49	Para Educator I, Special Education	Hirsch	\$2,471
Osorio	Rina	5	\$20.04	Para Educator I, IEP	Hirsch	\$2,305
Pacheco	Diane	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Parrales	Diana	7	\$24.13	Library Tech, K-8 ESY	Hirsch	\$676
Patel	Avisha	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Paterson	Brie-Anne	5	\$18.25	Para Educator I, IEP	Hirsch	\$2,099
Peltz	Theresa	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Pemberton	Christine	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Perez	Jaime	Daily rate	\$280.00	Teacher, Adult School ILC	Adult School	\$5,880
Perez	Iztel	7	\$20.99	Library Tech, K-8 Intervention	Central	\$3,232
Perez de Leal	Maria	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Peters-Libeu	Clark	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Pfau	Cheryl	8	\$30.55	Bus Driver	MOT	\$5,377
Pina	Catalina	Daily rate	\$280.00	Teacher, Bridge Program	West	\$3,080
Plares	Selia	5.75	\$21.49	Food Service Worker	Hirsch	\$2,595
Plascencia	Efigenia	2.75	\$19.55	School Supervision Assistant	Hirsch	\$1,075

Putt	Angela	Daily rate	\$280.00	Teacher, ESY	Kimball	\$6,160
Quarbani	Haidee	5	\$20.99	Para Educator I, IEP	Hirsch	\$2,414
Quintero	Veronica	5.50	\$17.86	Food Service Worker	Kimball	\$1,965
Rajesh	Chandra	Daily rate	\$280.00	Teacher, Kindergarten Bridge	McKinley	\$3,080
Rajkovich	Macy	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Rawson	Marissa	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Reading	Karen	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Central	\$5,880
Resendiz	Concepcion	5.5	\$20.99	K-8 ESY Attendance Clerk	Hirsch	\$2,540
Reyes	Reina	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Reyes	Lourdes	5.25	\$21.49	Food Service Worker	South West	\$2,256
Rieman	Kimberly	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Riley	Maureen	stipend	\$3,600.00	High School Bridge Principal	Kimball	\$3,600
Robledo	Lisa	5	\$20.99	Para Educator I, IEP	Hirsch	\$2,414
Rodgers	Shauna	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Romero	Leticia	5	\$20.53	Para Educator I, Special Education	Hirsch	\$2,361
Rosales	Desi	Daily rate	\$280.00	Teacher, English Learner Academy	Kimball	\$5,880
Rosales	San Juana	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Rosas	Gloria	5	\$19.14	Para Educator, K-8 Summer Intervention	Central	\$2,201
Ruiz De Fuentes	Isabel	6.00	\$20.53	Food Service Worker	West	\$2,956
Ruiz-Mendoza	Susana	5	\$19.14	Bilingual Para, English Learner Academy	Central	\$2,010
Sakthivasan	Raksha	5	\$19.14	Para Educator I, IEP	Hirsch	\$2,105
Salehi	Badria	2.75	\$19.55	School Supervision Assistant	Central	\$1,075
Samuels	Jody	5.5	\$19.55	K-8 ESY Clerk Typist	Hirsch	\$2,366
Sanchez	Jessica	5.5	\$20.99	K-8 Attendance Clerk, Intervention	Central	\$2,424
Sanchez	Denise	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$5,880
Sanchez	Jenay	5	\$20.53	Para Educator I, Special Education	Hirsch	\$2,361
Sandoval	Nico	stipend	\$3,600.00	High School Bridge Principal	West	\$3,600
Saulsbury	Dana	5	\$17.44	Bilingual Para, English Learner Academy	Central	\$1,831
Serrano	Victoria	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Shimozono	Raney	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Simonete Ramiso	Maria	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,880
Sinquefield	Danielle	Daily rate	\$280.00	Teacher, English Learner Academy	Kimball	\$5,880
Slichter	Melissa	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Smiley	Danielle	4.5	\$20.04	Para Educator I, Kindergarten Bridge	McKinley	\$992

Soto	Aurora	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Soto	Jennifer	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Speer	Kevin	stipend	\$4,914.00	Counselor - High School Program	Kimball	\$4,914
Standefer	Jessica	5.75	\$18.72	Food Service Worker	North	\$3,767
Stiles	Wes	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Strelka	Meagan	stipend	\$3,600.00	High School Bridge Principal	Tracy	\$3,600
Strelka	Meagan	stipend	\$1,625.00	Principal, K- 8 Title I	Central	\$1,625
Szlendak	Brittany	3	\$17.86	School Supervision Assistant	Kimball	\$1,072
Tamez	Jessica	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Thomas	Crystal	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$5,040
Towkaniuk	Damio	Daily Rate	\$280.00	Credit Recovery Teacher	Kimball	\$5,880
Ulloa	Jamie Lyn	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,880
Vaivai	Nyla	4.00	\$18.72	Food Service Worker	West	\$1,797
Vallotton	David	Daily rate	\$280.00	Teacher, TISCS	TISCS	\$5,880
Varela	Deanna	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Vatran	Rodica	5	\$20.99	Para Educator I, IEP	Hirsch	\$2,414
Vigil	Carmen	5	\$19.55	Para Educator I, Special Education	Hirsch	\$2,248
Vik	Marlene	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,591
Vogel	Maria	5.75	\$21.49	Food Service Worker	North	\$4,325
Wahidi	Najia	5	\$19.14	Para Educator I, IEP	Hirsch	\$2,201
Wasurick	Ryan	Daily rate	\$280.00	Teacher, Bridge Program	Tracy	\$3,080
West	Terisa	5	\$22.53	Para Educator I, Special Education	Hirsch	\$2,478
Wheeler	Rebecca	Daily rate	\$280.00	Teacher, K-8 Summer Intervention	Kelly	\$3,360
Wichman	Steven	stipend	\$7,700.00	Principal, PreK-12 ESY	Hirsch	\$7,700
Williams	Joshua	Daily rate	\$280.00	Teacher, ESY	Kimball	\$6,160
Woodley	Athina	5	\$20.04	Para Educator, K-8 Summer Intervention	Kelly	\$2,204
Worden	Angela	Daily rate	\$280.00	Teacher, ESY	Hirsch	\$6,160
Yang	Jason	Daily rate	\$280.00	Teacher, Bridge Program	Kimball	\$3,080
Ying	Mei Hsin	5	\$21.49	Para Educator I, Special Education	Hirsch	\$2,471
Zamora	Sonia	5.75	\$21.49	Food Service Worker	Bohn	\$4,325
Zaragosa	Sandra	5.25	\$21.49	Food Service Worker	South West	\$2,256
Zuniga-Borncam	Claudia	Daily rate	\$280.00	Bilingual Teacher, English Learner Academy	Central	\$5,880
TOTAL:						\$926,955

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## ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** May 30, 2023  
**SUBJECT:** **Resolution 22-22 Adopting Trustee Area Boundary Map and Election Sequence for Election of Members of the Board of Education; and Submitting Proposal to the County Committee on School District Organization to Establish By-Trustee Area Elections**

**BACKGROUND:** Board members are currently elected in “at-large” elections, where each member is elected by voters throughout the District. The California Voting Rights Act (CVRA) prohibits the use of “at-large” elections in certain circumstances. On or about November 3, 2022, the District received an attorney letter alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections. “By-trustee-area” elections, in which members are elected by voters in geographical subdivisions of the jurisdiction, are immune from challenge under the CVRA. At its January 24, 2023, regular meeting, the Board adopted a resolution indicating its intent to transition from at-large to by-trustee area elections, and at its February 14, 2023, regular meeting the Board approved retaining National Demographics Corporation to provide demographic services to assist with the transition to by-trustee-area elections.

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

The law requires the Board hold three public hearings prior to the approval of any boundary maps. The Board held those public hearings at the April 25, 2023, May 9, 2023, and June 13, 2023 Board meetings.

**FUNDING:** None anticipated.

**RECOMMENDATIONS:** Select a Final Map and Associated Election Sequence to be Submitted to the County Committee on School District Organization for Consideration and Approval via Adoption of Board Resolution 22-22 with the Selected Map identified as "Exhibit A" to the Resolution.

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



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

**Resolution Adopting Trustee Area Boundary Map and Election Sequence for Election of  
Members of the Board of Education; and Submitting Proposal to the County Committee on  
School District Organization to Establish By-Trustee Area Elections**

**WHEREAS**, the Tracy Unified School District (the “District”) is governed by a seven-member Board of Education (the “Board”) that has been elected by the community to provide leadership and citizen oversight of the District, and ensure that the District is responsive to the values, beliefs, and priorities of the community; and

**WHEREAS**, the Board believes that its primary responsibility is to act in the best interests of every student in the District and also has major commitments to parents and guardians and all members of the community and District employees; and

**WHEREAS**, the District is committed to structures that most effectively involve all community members in the democratic process of elections; and

**WHEREAS**, the terms of the current Board members are as follows: Steve Abercrombie, 2022-2026; Jeremy Silcox, 2022-2026; Lynn Dell Hawkins, 2022 (appointed)-2024; Zachary Hoffert, 2020-2024; RG Fagin, 2022-2026; Olinga Alexander, 2020-2024; and Brian MacDonald, 2023 (appointed)-2024; and

**WHEREAS**, the next election for members of the Board is scheduled for November 2024; and

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

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

**WHEREAS**, on or about November 3, 2022, the District received an attorney letter alleging that the District’s current at-large election system violates the CVRA and demanding that the District transition to by-trustee area elections; and

**WHEREAS**, in light of such threats of litigation under the CVRA, many school districts and other local agencies in San Joaquin County have recently changed, or are in the process of changing, their elections to by-trustee area elections; and

**WHEREAS**, a by-trustee area election system, where each Board member residing in each trustee area is elected by the registered voters of that particular trustee area, is not vulnerable to challenge under the CVRA; and

**WHEREAS**, upon application to and approval of the San Joaquin County Committee on School District Organization (the "County Committee"), the election of Board members may be transitioned from "at large" to "by-trustee area" elections; and

**WHEREAS**, where the resolution of the County Committee approving a proposal to transition the election of board members from "at large" to "by-trustee area" elections contains a declaration that the change is being made in furtherance of the purposes of the CVRA, the transition may be implemented without an election pursuant to Section 5020(a)(2) of the Education Code; and

**WHEREAS**, following discussion of the CVRA and the District's current at-large elections, on January 24, 2023, the Board adopted Resolution No. 22-07, which indicated that the Board intended to make the transition from at-large to by-trustee area elections; and

**WHEREAS**, the District retained an experienced demographer, National demographics Corporation, to work with its legal counsel and staff to develop proposed trustee area boundary maps; and

**WHEREAS**, multiple proposed trustee area boundary maps were developed during the process and posted for public review on the District's website; and

**WHEREAS**, the Board considered four map options (named "Purple", "Green", "Orange", and "Yellow") which have been posted online for more than seven days before consideration of this Resolution; and

**WHEREAS**, all proposed trustee area boundary maps incorporate the use of a single-member by-trustee area election system; and

**WHEREAS**, the populations of the trustee areas in all of the proposed trustee area boundary maps considered were substantially equal in population and drawn to be compact and to contain cohesive, contiguous territory to the extent possible in compliance with legal requirements; and

**WHEREAS**, pursuant to Elections Code section 10010 the District held public hearings on potential trustee area boundary maps; two public hearings were held prior to the drafting of any maps (February 28, 2023 and March 28, 2023), and three public hearings were held at which public comment was sought on draft maps (April 25, 2023, May 9, 2023, and June 13, 2023); and

**WHEREAS**, the District posted information about the process and draft maps on its website and the Board has considered all public comment on the maps and elections sequence it received.

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

**Section 1.** That the foregoing recitals are true and correct.

**Section 2.** That the Board (i) finds that, pursuant to Section 5020(a)(2) of the Education Code, the change in the method of electing members of the District's governing body is being made in furtherance of the purposes of the CVRA; and (ii) adopts the trustee area boundary map attached hereto as "Exhibit A" (also known as "Yellow Map") and believes that its adoption would serve the public interest of the District's residents and voters.

**Section 3.** That each Board member shall continue to serve their current terms.

**Section 4.** That the Trustee Areas from which Board members shall be elected in November 2024, and every four years thereafter, are Areas 1, 3, and 5.

**Section 5.** That the Trustee Areas from which Board members shall be elected in November 2026, and every four years thereafter, are Areas 2, 4, 6, and 7.

**Section 6.** That this Resolution shall serve as the District's proposal to the County Committee. The Board hereby requests that the County Committee approve the establishment of the trustee area boundaries indicated on Exhibit A pursuant to Education Code section 5020, subdivision (a)(2) and establish by-trustee area elections for election of members of the Board pursuant to Education Code section 5030, subdivision (b).

**Section 7.** That the Superintendent and/or his designee are hereby directed to take all necessary steps to:

- (1) Submit this resolution to the County Committee for its approval pursuant to Education Code section 5020(a)(2);
- (2) Notify the responsible county officials of the Board's determination and provide whatever assistance may be required to implement the Board's direction for future election of Board members; and
- (3) Take any action and/or execute any documents which are necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

**PASSED AND ADOPTED** by the Board of Education of the Tracy Unified School District, this 13th day of June, 2023, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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President  
Board of Trustees  
Tracy Unified School District

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Clerk  
Board of Trustees  
Tracy Unified School District

**EXHIBIT A**  
**ADOPTED BY-TRUSTEE AREA MAP**  
**(Yellow Map)**

# Yellow Map 2023



Yellow Map									
District		1	2	3	4	5	6	7	Total
	Total Pop	14,740	14,970	14,133	14,842	14,767	14,222	14,033	101,707
	Deviation from Ideal	210	440	-397	312	237	-308	-497	937
	% Deviation	1.45%	3.03%	-2.73%	2.15%	1.63%	-2.12%	-3.42%	6.45%
Total Pop	% Hisp	43.6%	27%	41%	56%	45%	30%	30%	39%
	% NH White	27%	21%	31%	24%	27%	40%	29%	28%
	% NH Black	6%	8%	7%	6%	7%	5%	7%	7%
	% Asian-American	19%	39%	16%	11%	16%	21%	29%	21%
Citizen Voting Age Pop	Total	10,974	11,089	10,828	10,827	10,863	10,783	10,302	75,666
	% Hisp	40%	25%	38%	52%	41%	27%	27%	36%
	% NH White	31%	22%	34%	27%	31%	43%	32%	31%
	% NH Black	6%	8%	7%	6%	7%	5%	8%	7%
	% Asian/Pac.Is.	19%	40%	16%	11%	16%	21%	29%	22%
Voter Registration (Nov 2020)	Total	6,864	7,866	7,259	6,139	6,755	8,451	7,781	51,115
	% Latino est.	34%	26%	34%	44%	35%	23%	26%	31%
	% Spanish-Surnamed	31%	24%	31%	40%	32%	21%	24%	29%
	% Asian-Surnamed	7%	17%	5%	4%	5%	9%	11%	8%
	% Filipino-Surnamed	3%	6%	3%	3%	3%	3%	4%	4%
	% NH White est.	53%	41%	54%	46%	47%	60%	48%	50%
	% NH Black	5%	10%	5%	6%	10%	6%	10%	8%
Voter Turnout (Nov 2020)	Total	5,428	6,474	5,809	4,719	5,349	7,155	6,528	41,462
	% Latino est.	31%	26%	32%	41%	32%	22%	25%	29%
	% Spanish-Surnamed	29%	24%	29%	38%	30%	20%	24%	27%
	% Asian-Surnamed	6%	17%	5%	3%	6%	8%	11%	8%
	% Filipino-Surnamed	3%	6%	3%	3%	3%	3%	4%	4%
	% NH White est.	55%	41%	56%	48%	48%	61%	49%	51%
	% NH Black	4%	10%	5%	6%	10%	6%	10%	8%
Voter Turnout (Nov 2018)	Total	3,795	4,364	4,370	3,415	3,943	5,206	4,262	29,355
	% Latino est.	29%	24%	28%	37%	29%	20%	23%	27%
	% Spanish-Surnamed	27%	23%	26%	35%	28%	19%	22%	25%
	% Asian-Surnamed	6%	13%	5%	3%	5%	7%	8%	7%
	% Filipino-Surnamed	2%	6%	3%	2%	2%	2%	4%	3%
	% NH White est.	60%	45%	60%	51%	52%	64%	54%	55%
	% NH Black est.	4%	10%	6%	6%	10%	6%	11%	8%
ACS Pop. Est.	Total	14,820	13,707	15,217	15,029	15,794	14,330	12,946	101,843
Age	age0-19	26%	31%	28%	35%	34%	32%	29%	31%
	age20-60	56%	53%	56%	51%	52%	52%	56%	54%
	age60plus	17%	16%	16%	14%	14%	17%	15%	16%
Immigration	immigrants	27%	34%	23%	25%	26%	18%	26%	26%
	naturalized	54%	77%	54%	36%	48%	68%	72%	58%
Language spoken at home	english	58%	55%	57%	54%	55%	73%	60%	59%
	spanish	18%	19%	30%	39%	27%	13%	16%	23%
	asian-lang	9%	11%	6%	4%	8%	5%	10%	7%
	other lang	14%	15%	7%	4%	10%	10%	13%	10%
Language Fluency	Speaks Eng. "Less than Very Well"	16%	16%	15%	20%	17%	9%	15%	16%
Education (among those age 25+)	hs-grad	63%	64%	61%	63%	63%	59%	60%	62%
	bachelor	14%	20%	16%	10%	12%	23%	20%	16%
	graduatedegree	5%	7%	5%	2%	5%	6%	10%	6%
Child in Household	child-under18	35%	51%	39%	44%	48%	47%	48%	44%
Pct of Pop. Age 16+	employed	68%	71%	66%	65%	67%	67%	68%	67%
Household Income	income 0-25k	7%	4%	11%	15%	10%	7%	11%	9%
	income 25-50k	12%	5%	8%	17%	17%	9%	2%	11%
	income 50-75k	18%	8%	15%	14%	16%	7%	8%	13%
	income 75-200k	51%	61%	56%	49%	51%	51%	58%	54%
	income 200k-plus	12%	22%	9%	4%	7%	25%	20%	14%
Housing Stats	single family	80%	98%	89%	79%	79%	99%	93%	88%
	multi-family	20%	2%	11%	21%	21%	1%	7%	12%
	rented	50%	19%	28%	53%	49%	22%	26%	36%
	owned	50%	81%	72%	47%	51%	78%	74%	64%
Total population data from the 2020 Decennial Census.									
Surname-based Voter Registration and Turnout data from the California Statewide Database.									
Latino voter registration and turnout data are Spanish-surname counts adjusted using Census Population Department undercount estimates. NH White and NH Black registration and turnout counts estimated by NDC. Citizen Voting Age Pop., Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data.									



## ADMINISTRATIVE SERVICES MEMORANDUM

**TO:** Board of Education  
**FROM:** Dr. Rob Pecot, Superintendent  
**DATE:** May 30, 2023  
**SUBJECT:** Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading)

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

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

BB 9220	ELECTIONS
BB 9320	MEETINGS AND NOTICES

**FUNDING:** Not Applicable.

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** June 1, 2023  
**SUBJECT:** **Adopt Revisions to Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities (First Reading)**

**BACKGROUND:** The Administrative Regulation Naming of Schools is periodically adjusted to address new issues that arise. Legal counsel has proposed language to clarify who should be eligible to serve on the naming committee. The proposed changes reflect recommended changes developed since the spring.

**RATIONALE:** The recent insertions are in bold. Corrections to Administrative Regulation 7310 will be made once new language is adopted.

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

**RECOMMENDATION:** Adopt Revisions to Board Policy 7310 (First Reading).

**Prepared by:** Tania Salinas, Associate Superintendent of Business Services.

## NAMING OF SCHOOLS, INDIVIDUAL BUILDINGS, OR FACILITIES

When a school, individual building, or facility is to be named, the Superintendent shall appoint a screening committee that will be comprised of the Superintendent, or his representative, as chairperson, a principal, and at least five other citizens and students, two of whom are to be recommended by the Board of Education. **No current member of the Board of Education may serve on the screening committee, as the Board of Education is responsible for making the final naming decision.** Citizens, board members, students, and school personnel may submit names for consideration by the committee. Such submission shall be publicly noticed. The committee will recommend names for schools, individual buildings or facilities to the Board of Education from those submitted. The Board of Education will consider the names recommended by the committee for the school, individual building or facility prior to making the final decision.

### Criteria for Naming Schools

Schools may be named for a person and may include presidents or governors, statesmen and heroes of national and state fame; national and local educators, community and civic leaders who have been retired from public service for at least three years. In addition, schools may be named for geographic locations.

No two schools in the district shall be given the same name.

#### Renaming of Schools

Schools named for a person will retain that person's name as part of the site's name as long as the site is used for instructional purposes by the district. Exceptions to this policy may occur only under extraordinary circumstances and after thorough study by the Board of Education.

#### Timing of Names

A new school facility may be named as soon as the need for a school is known and verified.

### Criteria for Naming Individual Buildings or Facilities

Individual buildings or facilities may be named for a person and may include local educators, community and civic leaders who have made long-term, outstanding contributions to the school district, county or community.

#### Renaming of Individual Buildings or Facilities

Individual buildings or facilities named for a person will retain that person's name as long as the building or facility is used for instructional purposes by the district. Exceptions to this policy may occur only under extraordinary circumstances and after thorough study by the Board of Education.

## NAMING OF SCHOOLS, INDIVIDUAL BUILDINGS, OR FACILITIES

### Timing of Naming Individual Buildings or Facilities

Schools or sites may seek approval from the Board to name a new building or facility as soon as the plans and funding for the facility have been approved by the Board. Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310.

If a community member chooses to make a substantial contribution for a building or program at a school, the Board may consider recognizing the contribution by naming the school, building, or facility after the benefactor.

### **Legal Reference:**

#### EDUCATION CODE

35160 Programs, activities of governing board

**TUSD Adopted: 09.08.98**

**TUSD Revised: 11.27.07, 06.13.23**



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Associate Superintendent of Business Services  
**DATE:** June 1, 2023  
**SUBJECT:** Acknowledge Revisions to Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (First Reading)

**BACKGROUND:** The Administrative Regulation 7310 Naming of Schools is periodically adjusted to address new issues that arise. Legal counsel has proposed language to clarify who should be eligible to serve on the naming committee. The proposed changes reflect recommended changes developed since the spring.

**RATIONALE:** The recent insertions are in bold. Corrections to Administrative Regulation 7310 will be made once new language is adopted.

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

**RECOMMENDATION:** Acknowledge Revisions to Administrative Regulation 7310 (First Reading).

**Prepared by:** Tania Salinas, Associate Superintendent of Business Services.

## NAMING OF SCHOOLS

A. **Purpose and Scope**

To provide a procedure and guidance for naming schools, individual buildings and facilities.

B. **General**

When a school, individual building or facility is to be named, the Superintendent shall appoint a screening committee.

C. **Forms Used and Additional References**

N/A

D. **Procedure**1. Screening Committee

The Superintendent shall appoint a screening committee that will be comprised of the Superintendent, or his representative, as chairperson, a principal, and at least five other community members citizens and students, two of whom are to be recommended by the Board of Education. **No current member of the Board of Education may serve on the screening committee as the Board of Education is responsible for making the final naming decision.**

For purposes of naming individual buildings or facilities, multiple committees may be operating at the same time.

2. Notification of Name Submission

The Screening Committee shall publicly notice, not less than thirty (30) days prior to making its final recommendation to the Board, its intent to accept names for schools, individual buildings or facilities by having submission requirements and criteria published in a local newspaper of general circulation, and by posting the same at two (minimum) public locations (for instance, the public library, City Hall, or School District main office. -

Such notification shall state the following:

- a. The purpose of the notification
- b. The criteria by which the names will be reviewed and considered
- c. The date and time by which names are to be submitted
- d. The address to which the submissions are to be delivered
- e. The date, time, and location of the Board meeting at which the committee's recommendation will be presented for Board consideration

3. Committee Recommendation

The Screening Committee shall review the submitted names and letters, and using the selection criteria, reach consensus and make recommendations to the Board at a regularly scheduled public meeting for the Board's consideration.

Any names not approved by the Board may be resubmitted for consideration during the next school, individual building or facility naming process.

4. Approval of Names

The Board of Education will make the final determination of the name of schools, individual buildings or facilities.

**E. Reports Required**

A letter that explains the attributes of the name being submitted must accompany each submitted name. The Screening Committee shall submit a report to the Board with their recommendation for the Board's consideration.

**F. Record Retention**

All letters submitted suggesting names and the Screening Committee's report shall be retained for a period of two years

**G. Responsible Administrative Unit**

Business Services

**H. Approved By**

Assistant Superintendent for Business Services

**TUSD Revised: 11.27.07**



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 19, 2023  
**SUBJECT:** Authorize the Director of Maintenance, Operations and Transportation to Purchase Six (6) School Buses (Two (2) Wheelchair buses and Four (4) Ambulatory buses) to Accommodate Additional Special Education Students

**BACKGROUND:** Tracy Unified School District anticipates a rise in the number of special education students during the upcoming 2023-2024 academic year. To accommodate the growing demand, the district is implementing an expansion plan to add or expand special education classes, thereby enhancing the provision of services for our students with special needs. The schools affected by this expansion initiative include George Kelly, McKinley, Jacobson, and Central. Consequently, the addition of these classes will lead to an increased requirement for mandated transportation services.

**RATIONALE:** To ensure the District has adequate equipment to provide these mandated services, TUSD must purchase six (6) additional buses for the new classes. The estimated cost is \$719,000. Fuel and maintenance for the new routes would be approximately \$30,000.00 per year per vehicle based on current fuel prices.

**FUNDING:** The total one-time cost of six (6) buses will not exceed \$719,000 to be paid from the unrestricted ending balance of the General Fund. The total on-going cost is approximately \$30,000.00 per vehicle, which will increase the encroachment of the special education transportation program.

**RECOMMENDATION:** Authorize the Director of Maintenance, Operations and Transportation to Purchase Six (6) School Buses (Two (2) Wheelchair buses and Four (4) Ambulatory buses) to Accommodate Additional Special Education Students.

**Prepared by:** Anthony Flores, Director of Maintenance, Operations, and Transportation.



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 12, 2023  
**SUBJECT:** Approve the Purchase of a Commercial Dishwasher for the Kimball High School Kitchen

**BACKGROUND:** Tracy Unified Food Services Department plans to purchase a commercial dishwasher for Kimball High School. The estimate for this project is \$115,259.30.

**RATIONALE:** Approval of this agenda item gives authorization to the Director of Food Services to purchase the equipment. Kimball High kitchen was originally built without a dishwasher. This equipment is necessary because of the high volume of meals produced at Kimball High. This will improve the overall efficiency of the food service operation.

**FUNDING:** Funding for this purchase is made through the Food Services Department Budget, using the Kitchen Infrastructure and Training (KIT) funds. There will be no impact to the General Fund.

**RECOMMENDATION:** Approve the Purchase of a Commercial Dishwasher for the Kimball High School Kitchen.

**Prepared by:** Brandy Campbell, Director of Food Services.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Julianna Stocking, Associate Superintendent of Educational Services  
**DATE:** May 24, 2023  
**SUBJECT:** Approve Adoption of Instructional Materials

**BACKGROUND:** The Special Education Department reviewed programs that could provide core curriculum better 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)

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, unless noted as a supplement only.

**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 and interest
- Detailed pacing guides, from scaffolding to enrichment to support teachers' instruction
- Digital assessments and progress monitoring to support students' learning in real time

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:** Approve Adoption of Instructional Materials.

**Prepared by:** Debra Schneider, Ph.D.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** June 1, 2023  
**SUBJECT:** **Acknowledge Revisions to Administrative Regulation 4133  
Travel/Reimbursement (First Reading)**

**BACKGROUND:** Updating Conference Form rates to reflect current 2023-24 market prices. Recommendation rate changes include per diem for meals, tips and adding reimbursement for ride share (Uber/Lyft).

**RATIONALE:** The recent insertions are in bold, and the language removed is strikethrough. Corrections to Administrative Regulation 4133 will be made once new language is adopted.

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

**RECOMMENDATION:** Acknowledge Revisions to Administrative Regulation 4133 Travel/Reimbursement (First Reading).

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

**TRAVEL/REIMBURSEMENT****A. Purpose and Scope**

To provide guidance and direction for District Personnel regarding all actual and necessary expenses incurred by any employee of the District in the course of performing authorized services for the District, both within the District and out, including travel.

**B. General**

1. The Governing Board shall pay for actual and necessary expenses, including travel, incurred by any employee performing authorized services for the District. The Superintendent or designee may authorize an advance of funds to cover necessary expenses.
2. The Superintendent or designee may approve employee requests to attend meetings in accordance with the adopted budget.
3. Expenses shall be reimbursed within limits approved by the Board. The Superintendent or designee shall establish procedures for the submission and verification of expense claims.
4. The Board may establish an allowance on either a mileage or monthly basis to reimburse designated employees for the use of their own vehicles in their performance of assigned duties.
5. All out-of-state travel must have Superintendent and/or Board approval. Travel expenses not previously budgeted also must be approved on an individual basis by the Board.

**C. Forms Used and Additional References**

Travel Expense Claim Form

**D. Procedure**

1. OVERNIGHT TRAVEL
  - a. Advance Approval of Conference

Employees requesting to travel to overnight conferences shall submit a request for advance approval on the prescribed District form. Attached to the form will be a copy of the conference announcement, including listing of conference accommodations. The request form shall normally be submitted ~~15~~**30** days in advance through the appropriate administrator or supervisor, who will, in turn,

**TRAVEL/REIMBURSEMENT**

submit it to the Superintendent or his/her designated representative for approval. All requests must receive advance approval from the Superintendent's Office. Before submitting the request to the Superintendent, the appropriate administrator or supervisor shall determine that the request is in full conformity with this policy.

b. **Per Diem Allowances for Meals**

Cost of meals for each full day, shall be reimbursed at a per diem allowance of ~~\$52.00~~ **\$69.00**

Reimbursement for any fractional part of a day shall be in accordance with the following schedule:

Breakfast .....~~\$12.00~~ **\$17.00**

Lunch .....~~\$14.00~~ **\$18.00**

Dinner .....~~\$26.00~~ **\$34.00**

Receipts will be required for per diem allowance for meals.

c. **Allowance for Lodging**

Lodging expenses for non-conference, district business, shall be reimbursed at a pre-determined rate as approved by the Superintendent or his/her designated representative. A receipt will be required to receive this reimbursement (conference hotel expenses are covered under section f).

d. **Use of Private Car**

An employee who is required to use a privately-owned vehicle shall be reimbursed at the allowable IRS reimbursement rate for travel within a radius of 200 miles of Tracy. The equivalent cost of travel via round trip air coach will be allowed for travel outside the 200-mile radius of Tracy. Such cost shall include mileage costs to and from airport and any vehicle airport parking costs. **Flying vs Driving Analysis Worksheet, to be submitted with conference form for approval.**

e. **Incidental Expenses**

The employee shall be reimbursed for actual necessary incidental expenses that may include but are not limited to the following: conference registration fees, parking, bridge tolls, taxi, ~~and bus fares,~~ **shuttles, or ride share (Uber/Lyft) for travel to/from airport and to/from conference location,** official telephone charges. Reimbursement of incidental expenses must be accompanied by a receipt (incidental expenses which are non-reimbursable include but

**TRAVEL/REIMBURSEMENT**

are not limited to: tips in excess of 15%, alcoholic beverage charges, porter fees, personal telephone calls, dry cleaning/laundry charges).

f. Expenses in Excess of Allowances

If an employee attending a conference is required to arrange for lodging at the conference hotel or facility that is an official part of the conference, actual expenses of the lodging may be claimed. A paid receipt is required for reimbursement.

An employee required to attend a conference meal which exceeds the costs shown in Section II may request full reimbursement for such official meal. A receipt or other form of verification will be required to accompany the reimbursement claim.

g. Travel Advances

Travel advances shall not exceed 90 percent of total estimated costs of the conference, including travel. Advances will be made only if the 90 percent of the total estimated costs of the conference, including travel, amount to \$50 or more. Requests for advances must be submitted to the Business Offices no less than five (5) days prior to departure.

h. Expense Reimbursement Claims for Overnight Conference and Travel  
Claims for expenses for approved overnight conference and travel shall be submitted on the official Travel and Expense Claim form (i.e., lower portion of advance approval form) and shall be submitted in accordance with rules and regulations adopted by the Governing Boards of Tracy School District and Tracy Joint Union High School District. The claim must be approved by a principal or supervisor and the Assistant Superintendent of Business prior to processing by the Accounting Office.

2. TRAVEL OTHER THAN OVERNIGHT

a. Advance Approval of Travel

Employees requesting to travel on official school business shall secure advance approval for such travel from their immediate administrator or supervisor.

**TRAVEL/REIMBURSEMENT**b. Allowances for Non-Overnight Travel

Expenses for approval travel, not involving overnight travel, may include but are not limited to the following:

- 1) Meals - necessary meals occurring during the travel period shall be reimbursed in accordance with the following schedule:

Breakfast .....	\$12.00	\$17.00
Lunch .....	\$14.00	\$18.00
Dinner .....	\$26.00	\$34.00

Meal expenses within the county will be allowed if such meals are an integral part of an official function. A receipt will be required for these allowances.

- 2) Incidental Expenses - The employee shall be reimbursed for actual necessary incidental expenses that may include but are not limited to the following: conference or workshop registration fees, parking, bridge tolls, taxi ~~and bus fares,~~ **shuttles, or ride share (Uber/Lyft) for necessary travel** and official telephone charges. Reimbursement of incidental expenses must be accompanied by a receipt (incidental expenses which are non-reimbursable include but are not limited to: tips **in excess of 15%**, alcoholic beverage charges, porter fees, personal telephone calls, dry cleaning/laundry charges).
- 3) Use of Private Car - An employee who is required to use a privately-owned vehicle shall be reimbursed at the allowable IRS reimbursement rate. A detailed accounting including places traveled and purpose shall be required.

c. Expense Reimbursement Claims for Non-Overnight Travel

Claims for expenses for an approved conference and travel shall be submitted on the official Travel and Expense Claim form and shall be submitted in accordance with rules and regulations adopted by the Governing Boards of Tracy School District and Tracy Joint Union High School District. The claim must be approved by a principal or supervisor and the Assistant Superintendent for business.

**TRAVEL/REIMBURSEMENT**

**E. Reports Required**

None

**F. Record Retention**

None

**G. Responsible Administrative Unit**

Human  
Resources  
Business  
Services

**H. Approved By**

Associate Superintendent for Human Resources  
Assistant Superintendent for Business Services



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** May 23, 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 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 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.

Hannah Green; Assistant Principal K-5

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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

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

**ATTEST:**

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** June 5, 2023  
**SUBJECT:** Acknowledge Revised Administrative Regulation 4112.5, 4212.5 and 4312.5 and  
Abolish Administrative Regulation 4112.62, 4212.62 and 4312.62 (First Reading)

**BACKGROUND:** The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The revised Administrative Regulations 4112.5, 4212.5 and 4312.5 are updated to reflect the current laws for fingerprinting and maintenance of background information. With the revisions made to the Administrative Regulation 4112.5, 4212.5 and 4312.5, it is recommended to abolish Administrative Regulations 4112.62, 4212.62 and 4312.62 as the information is now contained in the revised ARs.

**RECOMMENDATION:** Acknowledge Revised Administrative Regulation 4112.5, 4212.5 and 4312.5 and Abolish Administrative Regulation 4112.62, 4212.62 and 4312.62 (First Reading).

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

## CRIMINAL RECORD CHECK

### A. Purpose and Scope

To provide guidance and direction for administrative personnel regarding fingerprinting procedures and **maintenance of criminal offender records** for employees.

### B. General

~~The Superintendent or designee shall ensure that no person is hired in a position requiring certification qualifications or supervising positions requiring certification qualifications who have been convicted of a violent or serious felony, unless that person has obtained a certificate of rehabilitation and a pardon.~~

~~However, a certificated employee may be hired by the district, without obtaining a criminal record summary, if that employee became a permanent employee of another school district as of October 1, 1997.~~

**The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)**

**The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.**

**A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon.**

**A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.**

**A person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the Commission on Teacher Credentialing.**

## CRIMINAL RECORD CHECK

1. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

### C. Forms Used and Additional References

Live Scan Request Form

No longer interested notification

### D. Procedure

- ~~1. All new employees for certificated positions, including temporary, substitute and part-time positions shall be required to submit to fingerprint identification testing.~~
- ~~2. The Superintendent or designee shall ensure that no current certificated temporary, substitute or probationary employee serving before March 15 of the employee's second probationary year who has been convicted of a violent or serious felony is retained.~~
- ~~3. When the Governing Board requests a criminal record summary of a temporary, substitute or probationary certificated employee, the district shall send the employee for Livescan processing in accordance with law and have the employee fingerprints forwarded to the Department of Justice.~~

TUSD Acknowledged: 2/25/03

TUSD Revised:

**CRIMINAL RECORD CHECK**

4. ~~Upon notification by the Department of Justice that a current temporary, substitute or probationary employee, serving before March 15 of the employee's second probationary year, has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay.~~

~~When the district receives written electronic notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall immediately terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon.~~

~~If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement.~~

5. ~~The Superintendent or designee shall request subsequent arrest service from the Department of Justice as provided under Penal Code 11105.2.~~
6. ~~Before issuing a temporary certificate of clearance to an applicant whose credential is being processed, the San Joaquin County Office of Education (SJCOE), Superintendent or designee shall obtain a criminal record summary from the Department of Justice. The SJCOE, Superintendent or designee shall not issue a temporary certificate of clearance if the applicant has been convicted of a violent or serious felony, unless the applicant has obtained a certificate of rehabilitation and pardon.~~
7. ~~The SJCOE, Superintendent, or designee may issue a temporary certificate of clearance without obtaining a criminal record summary to an employee currently and continuously employed by a district within the county who is serving under a valid credential and has applied for a renewal of that credential or for an additional credential.~~
8. ~~The SJCOE, Superintendent, or designee may issue a temporary certificate of clearance to a person who has been convicted of a serious felony that is not also a violent felony, if that person can prove to the sentencing court of the offense in question, by clear and convincing evidence, that he/she has been~~

## CRIMINAL RECORD CHECK

~~rehabilitated for the purposes of school employment for at least one year.~~

### D. Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

### E. Reports Required

None

### E. Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125; Penal Code 11105.2)

**CRIMINAL RECORD CHECK**

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

**F. Notification of Applicant/Employee**

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

**~~F. Record Retention~~**

~~Upon a hiring determination, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained.~~

~~Upon termination, a No Longer Interested Notification will be sent to the Department of Justice.~~

## CRIMINAL RECORD CHECK

### G. Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

### H. Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

**CRIMINAL RECORD CHECK**

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

**I. Responsible Administrative Unit**

Human Resources

**J. Approved By**

Associate Superintendent for Human Resources

**Legal References:**

<b>State</b>	<b>Description</b>
11 CCR 701-708	<u>Criminal offender record information</u>
11 CCR 720-724	<u>Incomplete criminal history information</u>
11 CCR 994-994.15	<u>Certification of individuals who take fingerprint impressions</u>
Ed. Code 44010	Sex offense; definitions
Ed. Code 44011	Controlled substance offense
Ed. Code 44332.44332.6	Temporary certificate of clearance
Ed. Code 44346.1	Applicants for credential; conviction of a violent or serious felony
Ed. Code 44830.1	Criminal record summary certificated employees
Ed. Code 44830.2	Certificated employees; interagency agreement for sharing criminal record information
Ed. Code 44836	Employment of certificated persons convicted of controlled substance offenses
Ed. Code 44932	Grounds for dismissal of permanent employees
Ed. Code 45122.1	Classified employees; conviction of a violent or serious felony

TUSD Acknowledged: 2/25/03

TUSD Revised:

## CRIMINAL RECORD CHECK

Ed. Code 45125	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 6250-6270	California Public Records Act
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes or crimes of violence
Pen. Code 11140-11144	Furnishing of state criminal history information
Pen. Code 11192.7	Plea bargaining limitation
Pen. Code 1203.4	Dismissal of conviction
Pen. Code 13300-13305	Local summary criminal history information
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
<b>Management Resources</b>	<b>Description</b>
Court Decision	Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>Office of the Attorney General, Department of Justice, Background Checks</u>



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** June 3, 2023  
**SUBJECT:** Approve Increase in Days of Service for K-5 and K-8 Elementary Principal Positions

**BACKGROUND:** A reclassification request was submitted by elementary site principals. In comparing the salary of other administrative positions with the salary of elementary principals, it was determined that an increase in days of service would address both salary and workload concerns.

**RATIONALE:** The increases proposed below address both salary and workload concerns. This increase will also potentially increase the number of internal applicants for open elementary principal positions.

Principal, K-5 sites: increase from 204 days of service to 210 to match High School Assistant Principal, an increase of six (6) days.

Principal, K-8 sites: increase from 204 days of service to 214 to match Middle School Principal, an increase of ten (10) days.

**FUNDING:** General Fund.

**RECOMMENDATION:** Approve Increase in Days of Service for K-5 and K-8 Elementary Principal Positions.

**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:** June 3, 2023  
**SUBJECT:** Approve Increase in Days of Service for Continuation High School Secretary Position

**BACKGROUND:** A reclassification request was submitted by the current continuation high school secretary. A mutual concern shared by the employee and site administration was the number of days of service assigned to this position.

**RATIONALE:** An increase in the days of service for the position of Continuation High School Secretary will address the workload concerns shared by the employee and site administration. The proposed adjustment is shown below.

Current Days of Service: 204. Recommendation: Increase Days of Service to 209, an increase of five (5) days.

**FUNDING:** General Fund.

**RECOMMENDATION:** Approve Increase in Days of Service for Continuation High School Secretary Position.

**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:** June 3, 2023  
**SUBJECT:** Approve Salary Schedule for Superintendent

**BACKGROUND:** California law requires that, for purposes of determining the amount of “compensation earnable” for pension reporting, an employee’s payrate shall be limited to the amount listed on a pay schedule that meets certain specific requirements. As of January 1, 2020, this definition applies equally to both Classic CalPERS and PEPRA CalPERS members.

**RATIONALE:** Establishment of the attached salary schedule will satisfy the requirements for reporting compensation of Tracy Unified School District superintendents.

**FUNDING:** General Fund.

**RECOMMENDATION:** Approve Salary Schedule for Superintendent.

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

TRACY UNIFIED SCHOOL DISTRICT  
SUPERINTENDENT SALARY SCHEDULE  
DAILY RATE - EXEMPT  
Effective:

**DAILY RATE - 225 DAYS OF SERVICE**

Step	A	B	C	D	E
	1083.11	1120.90	1160.14	1200.73	1242.75

A longevity increment equal to 2.5% of salary placement shall be granted to Leadership/Management and Confidential Employees at years 10, 15, 20, 25, 30 and 35.

A stipend of \$2,251 for a Masters Degree and an additional stipend of \$4,504 for a Doctorate Degree shall be granted. These stipends will increase by the rate negotiated for a salary increase.

This salary schedule is likely to change with negotiations.



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** May 24, 2023  
**SUBJECT:** Approve New Job Description for Modified Para Educator – Student Apprentice

**BACKGROUND:** The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. This new job description will aid the District in increasing the number of Para Educators through our district by starting the student's career in an apprentice position and in the future allowing them to seek employment as permanent Para Educators.

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

**FUNDING:** No funding impact.

**RECOMMENDATION:** Approve New Job Description for Modified Para Educator – Student Apprentice.

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

# TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Modified Para Educator - Student Apprentice

**DEPARTMENT/DIVISION:** Education

## **POSITION SUMMARY:**

Under the supervision of the classroom instructor, to serve as an assistant to teachers by aiding in the supervision and training of students and assisting in the preparation and assembling of teaching materials.

## **ESSENTIAL FUNCTIONS:**

1. Assists teachers in the conducting of lessons and a variety of classroom activities
2. Tutors students and works with student groups in a supportive, nurturing, respectful and helpful manner under teacher direction
3. Appraises teacher of behavioral and learning problems experienced by the students
4. Works with instructional materials such as workbooks, flash cards, and multiplication tables.
5. Prepares for, assists with, and cleans up after various classroom projects
6. Assists teachers in the physical education programs or in other special activities
7. Assists in the preparation of graphic and written teaching materials
8. Grades papers, operates duplicating equipment, and keeps records as directed by the teacher
9. Assists in maintaining inventory of books, teaching aids and other supplies
10. May perform a variety of tasks for many teachers
11. Orders and distributes supplies as instructed
12. May assist with programs, equipment, and materials to meet the needs of exceptional students,
13. Helps individual students with specific problems.
14. Maintains regular and prompt attendance in the workplace.
15. Performs other related duties as assigned.

## **EDUCATION AND EXPERIENCE:**

Apprentice must be a Junior or Senior in good standing in the Tracy Unified School District upon employment. Must be familiar with Windows operating system. Must be Work Permit Eligible and meet all requirements and guidelines for High School Apprenticeship Program. May be dual enrolled with high school and higher education institution (Junior College).

## **SKILLS AND QUALIFICATIONS:**

1. Knowledge of English usage, grammar, spelling, punctuation, and vocabulary
2. Knowledge of student's recreational activities
3. Additional qualifications will be required dependent upon program requirements (e.g., bilingual, sign language for the deaf or specialist in a prescribed educational program)
4. Ability to assist with supervising the learning activities in a school district setting
5. Ability to work independently on own initiative
6. Ability to operate standard office and instructional equipment
7. Ability to maintain cooperative working relationships with those contacted in the course of work.

## **PHYSICAL REQUIREMENTS:**

Employees in this position must have the ability to:

1. Stand and walk on hard and/or uneven surfaces for extended periods of time.
2. Bend, squat and/or stoop for brief periods of time.
3. Reach above shoulder level for brief periods of time.
4. Push/pull up to 75 lbs.
5. Lift and carry up to 75 lbs.
6. Run short distances.

## **WORK ENVIRONMENT:**

Employees in this position will be required to work indoors and outdoors in various weather during the course of the required work schedule.

**SALARY:** \*Apprenticeship Wage Schedule

Board Approved:

**TERM OF APPRENTICESHIP AND PROBATION:**

Up to 800 on-job-training hours with TUSD, minimum of 455 related and supplemental instruction (RSI) hours, and completed within thirty-six (36) months. The period of probation shall be five hundred (500) hours of OJT or nine (9) months, whichever occurs first and the first one hundred three (103) hours of RSI. To achieve Delta College certificate, candidates must complete 2000 total hours in a paraeducator position. TUSD offers the first 800 hours to students in the apprentice role.

**ADVANCEMENT SCHEDULE:**

To advance from one pay period to the next, the apprentice shall have met the following requirements:

1. Shall have satisfactorily completed the indicated on-the-job work hours; and
2. Shall have satisfactorily completed the indicated months in the program; and
3. Shall have satisfactorily completed the indicated related and supplemental instruction school hours; and
4. Shall have satisfactory employer evaluation/upgrade report.

**WAGE SCHEDULE:**

- 0-400 Hours \$ 15.50 / Hour
- 401-800 Hours \$ 16.50 / Hour

**RELATED INSTRUCTION:**

Apprentices shall satisfactorily complete prescribed courses of related and supplemental instruction, which will not be less than one hundred and eight (108) hours per year. Related and supplemental instruction will be provided by San Joaquin Delta College or equivalent or articulated courses provided by other Local Education Agencies. Time spent in related and supplemental instruction will not be compensated unless otherwise provided by the employer. Apprentices must complete all courses with a grade of "B" or better. Minimum Related and Supplemental Hours of Instruction: 455

**Related and Supplemental Instruction – San Joaquin Delta College Courses**

Course	Title	Units	Hours/Semester
<b>Required Courses</b>			
ECE 21	Child and Adolescent Development	3.0	52.50
ECE 63	Child Discipline	1.0	17.50
EDUC 10	Introduction to Education	3.0	52.50
EDUC 12	Reading Tutoring Techniques	3.0	52.50
EDUC 13	Math Tutoring Techniques	3.0	52.50
EDUC 70	Paraprofessional Exam Preparation	2.0	52.50
EDUC 14	Bilingualism in the Classroom	3.0	52.50
ENG 1A	Reading and Composition	3.0	52.50
MATH 17A or 17B	Concepts and Structures of Mathematics	3.0	87.50
*Projected course requirements are subject to change		<b>Total – 24 units – 455 Hours</b>	



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** May 25, 2023  
**RE:** Approve a Declaration for a Provisional Internship Permits

**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 Permits.

**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 teachers under a Provisional Internship Permit. The individuals 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.

LaTasha Hypolite; North Elementary; Multiple Subject  
Veronica Mandac; Freiler School; Multiple Subject  
Cassye Spencer; South/West Park School; Multiple Subject

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

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

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

**ATTEST:**

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

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