

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 27, 2023

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

TUSD board meetings are held in person.

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

TIME: 6:15 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, B. MacDonald, J. Silcox
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services: None.

3.2 Educational Services: None.

3.3 Human Resources:
3.3.1 Consider Unpaid Leave of Absence for Classified Employee, #UC-453
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.2 Release Probationary Classified Employee #UCL-455 Utility Person II
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.3 Public School Employment: Superintendent
Action Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.4 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.5 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. Closed Session Issues:

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

3.3.1 Employee, #UC-453

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

6b Report Out of Action Taken on Release Probationary Classified Employee

3.3.2 #UCL-455 Utility Person II

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

7. Approve Regular Minutes of June 13, 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: None.

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

10.1 Administrative & Business Services: None

10.2 Educational Services:

10.2.1 Receive Report on State Indicators

10

10.2.2 Receive Report on State Indicators for Tracy Independent Study Charter School

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

12. PUBLIC HEARING: None.

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

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

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

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (April & May 2023) (Separate Cover) **12**

13.1.2 Approve Payroll Reports (April & May 2023) **13-23**

13.1.3 Approve Revolving Cash Fund Reports (April & May 2023) **24-26**

13.1.4 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **27-31**

13.1.5 Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2023/24 School Year **32-33**

13.1.6	Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service	34-36
13.2	Educational Services:	
13.2.1	Approve Agreement for Special Contract Services with Improve Your Tomorrow (IYT) College Academy for Earl E. Williams Middle School and West High School Students and Parents for the 2023-2024 School Year	37-45
13.2.2	Approve Support Services for School Administrator Coaching	46-47
13.2.3	Approve Agreement for Contract Services between McGraw Hill, and George Kelly Elementary School to Provide Corrective Reading Professional Development for the 2023-2024 School Year	48-55
13.2.4	Approve Agreement for Contract Services between Boys & Girls Club of Tracy and North School to Provide Services for the 2023-2024 School Year	56-59
13.2.5	Approve Agreement for Contract Services between Bureau of Education & Research and Duncan Russell Community Day School for the 2023-2024 School Year	60-61
13.2.6	Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School during the 2023-2024 School Year	32-65
13.2.7	Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2023-2024 School Year	66-69
13.2.8	Approve Contract with Affinity Transportation LLC to Provide Transportation Services for Special Education Students to a Non-Public School for the 2023-2024 School Year	70-73
13.2.9	Approve Contract Service Agreement with Integrated Pediatric Therapy, Inc. for an Independent Educational Evaluation for Occupational Therapy	74-79
13.2.10	Approve Service Contract Agreement with Valley Community Counseling Services Inc. for a Licensed Marriage and Family Therapist for the 2023-2024 School Year	80-83
13.2.11	Approve Agreement for Contract Services between IXL Learning and Duncan Russell Community Day School for the 2023-2024 School year	84-88
13.2.12	Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2023-2024 School Year	89-94
13.2.13	Approve Out of State Travel for Three Educational Services Staff to attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Atlanta, Georgia, November 7-9, 2023	95-96
13.2.14	Approve Out of State Travel for the Coordinator of Prevention Services, Community Family Services Advisor, and two Parent Liaisons to attend the National Assoc. for the Education of Homeless Children and Youth (NAEH CY) – Annual Conference in New Orleans, Louisiana, November 11-14, 2023	97-98
13.2.15	Approve the Purchase of Satchel Pulse; SEL Tier 1 and Tier 2 Intervention for High School Students Exhibiting Behavioral Stressors	99-108

13.2.16	Approve Master Contract for Non-Public School Anova Center for Education for the 2023-2024 School Year (Separate Cover)	109
13.2.17	Approve Master Contract with Creative Alternatives Inc. for the 2023-2024 School Year (Separate Cover)	110
13.2.18	Approve Master Contract for Non-Public School Point Quest Education for the 2023-2024 School Year (Separate Cover)	111
13.2.19	Approve Master Contract for Spectrum Center – Antioch Campus, NPS for 2023-2024 School Year (Separate Cover)	112
13.2.20	Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to provide services to Monte Vista Middle School for the 2023-2024 School Year	113-116
13.2.21	Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Academic Tutoring for the 2023-2024 School Year	117-123
13.2.22	Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Behaviorist Services in the 2023-2024 School Year	124-130
13.2.23	Approve Master Contract for Stockton Educational Center (SEC), NPS for the 2023-2024 School Year (Separate Cover)	131
13.2.24	Approve Master Contract for Summa Academy, Non-Public School for the 2023-2024 School Year (Separate Cover)	132
13.2.25	Ratify Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2022-2023 School Year	133-142
13.2.26	Approve Overnight Travel for Kimball High School Varsity Football Team and Coaches to Attend the Moorpark High School Football Game vs. Kimball High School at Moorpark High School, Moorpark, CA in Ventura County on September 8-9, 2023	143
13.2.27	Ratify Approval for Additional Funding for Contract Services with 360 Degree Customer Inc. for the 2022-2023 School Year	144
13.2.28	Approve Licensing Agreement between Renaissance and TUSD through June 2026	145-149
13.2.29	Ratify Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2022-2023 School Year	150-159
13.2.30	Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to provide services at South/West Park Elementary School for the 2023-2024 School Year	160-164
13.2.31	Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary School for 2023-2024	165-168
13.2.32	Approve Agreement for Contract Services between World of Wonders Science Museum and Villalovoz Elementary School for the 2023-2024 School Year	169-172
13.2.33	Approve Specialized Grant Funding for the 2023-2024 Agriculture Incentive Grant for West High School	173-179
13.2.34	Approve Agreement for Contract Services between Faith in Action Community Education Services and West High School for the 2023-2024 School Year	180-183

- 13.2.35 Ratify Master Contract for Non-Public School, Solstice RTC/ Fernwood Academy, for the 2022-2023 School Year (Separate Cover) 184
- 13.2.36 Approve Master Contract for Non-Public School, Solstice RTC/ Fernwood Academy, for the 2023-2024 School Year (Separate Cover) 185

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment 186-188
- 13.3.2 Approve Classified, Certificated, and/or Management Employment 189-191

14. Action Items: Action items are considered and voted on individually. Trustees receive background information and staff recommendations for each item recommended for action in advance of scheduled meetings and are prepared to vote with knowledge on the action items.

14.1 Administrative & Business Services:

- 14.1.1 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading) (Separate Cover) 192
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.1.2 Approve the Local Control Accountability Plan (LCAP) (Separate Cover) 193-194
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.1.3 Approve the Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (Separate Cover) 195-196
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.1.4 Adopt the 2023-24 Annual School District Budget (Separate Cover) 197-199
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.1.5 Adopt Revisions to Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities (Second Reading) 200-202
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.1.6 Acknowledge Revisions to Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (Second Reading) 203-205
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.1.7 Adopt Resolution No. 22-23 Committed Fund Balance 206-208
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.

14.2 Educational Services:

- 14.2.1 Adopt TUSD K-8 and High School Handbook Changes/Updates for the 2023-2024 School Year (Separate Cover) 209-211
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.2.2 Adopt Tracy Charter School Student Handbook and Master Agreements for 2023-2024 (Separate Cover) 212-218
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

- 14.3.1 Acknowledge Revisions to Administrative Regulation 4133 Travel/Reimbursement (Second Reading) 219-224
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.
- 14.3.2 Approve a Declaration for a Provisional Internship Permit 225-226
- Action:** Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain___.

14.3.3 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers **227-228**

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

14.3.4 Approve Amendment to Superintendent Contract

239-237

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 August 8, 2023

17.2 August 22, 2023

17.3 September 12, 2023

17.4 September 26, 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, June 13, 2023**

6:30 PM:

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

Regarding item 3.3.3, Employee #UCL 452 spoke before the board.

Roshanda Watson spoke before the board regarding item 3.3.3. She has known Jason since he was 7 years old. He is a very good kid that got involved in something that has nothing to do with him. He has family that has worked in the district for many years. He has a good family and has been in Tracy for a long time. He works very hard for the district.

Adjourned to closed session at 6:37.

Roll Call:

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

7:06 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#110, 22/23#111

3.2.1

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

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

3.2.2 23/#36, AR#22-23/#37, AR#22-23/#38, AR#22-23/#39, AR#22-23/#40

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

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

3.2.3

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

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

3.3.1 Classified Employee, #UC-450

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

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

3.3.2 Classified Employee #UC-451

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

6f Report Out of Action Taken on Release Probationary Classified

3.3.3 Employee #UCL-452 Groundskeeper I

Action: Approved to Release. **Vote:** Yes-4; No-3 (Alexander, Fagin, Hoffert); Absent-0.

6g Report Out of Action Taken on Release Probationary Classified

3.3.4 Employee #UCL-454 Utility Person III

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

Trustee Alexander was present in closed session, she arrived late to open session, 7:09 p.m.

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

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

Audience: Bob Brownne, Jason Lee Avila, Lori Nelson, Reed Call, Tanya Calderon, Janae Taylor, Jason Noll, Jeanne, Ameni Alexander, Roshanda Watson, Julie Ramirez, Jacqui Nott, Debra Schneider, Mary Petty, Arden Dennington, Taylor Stroup, Wes Huffman, Don Burnett, Melissa Barrett

Student Rep Reports: 8.1 None.

Recognition & Presentations: 9.1 **Recognize Sydney Garcia Winner of the Congressional Art Contest**
Sydney Garcia was presented with a certificate. Her artwork will be displayed in Washington DC throughout this month.

9.2 **Recognize the Tracy Breakfast Lions Club for their Contribution to District Events** There have been many instances where the Tracy Breakfast Lions have contributed and participated within the community, however, we are recognizing them specifically for helping out with the TUSD Martin Luther King Breakfast and the CSEA Breakfast. When asked to assist, they come out early, are helpful, and are humorous as well. The Breakfast Lions is at the top of the list of special groups throughout Tracy. The Breakfast Lions were presented with a certificate.

Trustee Alexander left the meeting at 7:12 p.m.

Trustee Alexander return to the meeting at 7:17 p.m.

Information & Discussion Items: 10.1 **Administrative & Business Services:**
10.1.1 **Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TUSD (Separate Cover Item)**

Dr. Mary Petty, Director of Continuous Improvement State and Federal programs provided information to the Board. The LCAP is a three year plan the describes the goals, services, and actions and expenditures to support positive student outcomes that address state and local priorities. It includes a budget overview. Goals include preparing students for college and careers, closing achievement gaps, and providing a safe and equitable learning environment for students and staff. A new initiative for this year's LCAP is for all students to read at grade level by 3rd grade. Educational engagement includes parent/staff surveys, advisory committees, consults with the SELPA, and a public hearing. Districts receive funding from LCFF, supplemental grants, federal funds, and local and state funds. The total budgeted general fund is \$218,110,247. Total budgeted expenditures in the LCAP are \$164,817,109.

Trustee Alexander left the meeting at 7:25 p.m.

Trustee Alexander returned to the meeting at 7:32 p.m.

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

Dr. Mary Petty presented on behalf of Dr. Zachary Boswell, Director of Curriculum and Accountability. This LCAP is centered around one school, TISCS. Highlights from the 22/23 LCAP include increased staffing due to increased enrollment, intervention and tutoring for all students, continued training and professional development, specifically for Tracy Charter teachers, and improved processes for students struggling with attendance. 2023/2024 highlights include hiring a fulltime principal to support the growing school, an increase in mental health services, tutoring and intervention services, an increase in classroom library collections, and increased access to STEM. Test data shows ELA that 46.43% of students met or exceeded standards, 23.47% met or exceed the standard for math, with 27.78% in science.

Trustee Hoffert left the meeting at 7:34 p.m.
Trustee Hoffert returned to the meeting at 7:36 p.m.

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

Reed Call, Director of Finance, along with Budget Analyst, Lori Nelson, provided information regarding the District budget. There is an element of uncertainty in our budget at this time because it is based on the Governor's May Revision. The State does not yet have a balanced budget. The TUSD budget shows estimated actuals for the current year with a net deficit of \$222,155 which means we are spending more than we are receiving; however, a \$3 million deficit is considered a balanced budget. For 23/24, we are projecting spending at a deficit of over \$5 million. There are a number of reasons for this; one is that we have to budget conservatively for the County. This year, we have one time spending expenses including facilities safety projects and special education buses, as well as an increase to our PERS rate. The estimated ending balance in the general fund for 22/23 is \$51,157,801. Future budget considerations include legislative changes in funding, salary and benefit costs, and special education services.

We are projecting our reserve for next year to be \$45 million, which is including Fund 17. We have a required 3% reserve, which is about \$6 million. To put this into perspective, our monthly payroll is \$11 million.

**Hearing of
Delegations**

11. Wes Huffman from the Tracy Breakfast Lions spoke regarding Ed Code 45492 related to vision screenings for kindergarten students. The Lions Club International is the largest service organization, their primary mission is sight preservation. They provide glasses to anyone in Tracy that cannot afford them. They have a hospital in San Francisco where they send people for vision related operations. Six years ago, they made an offer to the district to have the Lions Club perform this service for

free. If the district would like information, they can request more information. It would be a huge benefit to the children of our community.

Public Hearing:

12.1 Administrative & Business Services:

12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)

This item was moved up on the agenda.
Opened public hearing at 7:30 p.m.
No comments were received.
Closed public hearing at 7:31 p.m.

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

This item was moved up on the agenda.
Opened public hearing at 7:37 p.m.
No comments were received.
Closed public hearing at 7:38 p.m.

12.1.3 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2023-24 School District Budget

This item was moved up on the agenda.
Opened public hearing at 7:50 p.m.
No comments were received.
Closed public hearing at 7:51

12.1.4 Public Hearing to Gather Input on Draft Trustee Area Boundary Maps

William Tunick, Attorney with Dannis Woliver Kelley, was present to answer any questions the board may have.

Opened public hearing at 7:51 p.m.
No comments were received.
Closed public hearing at 7:51 p.m.

Consent Items:

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

Action on all items except for 13.2.1: MacDonald, Hawkins **Vote:** Yes-7; No-0; Absent-0. Item 13.1.3 Approved as amended.

Action 13.2.1 Silcox, MacDonald **Vote:** Yes-7; No-0; Absent-0.

13.1 Administrative & Business Services:

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

13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors

- 13.1.3 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.4 Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service
- 13.1.5 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District

13.2 Educational Services:

Ameni Alexander spoke before the board regarding item 13.2.1. He is here to support the college bound program. It has been vital to the students. He urges the board to support this program. It is something the community needs. He was surprised by the enthusiasm he saw in the students and parents that attended.

- 13.2.1 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
- 13.2.2 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
- 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
- 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
- 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
- 13.2.6 Approve Agreement for Special Contract Services between Nancy Fetzer and Central Elementary School for the 2023-2024 School Year
- 13.2.7 Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Heggerty for McKinley Teachers
- 13.2.8 Approve Agreement for Contract Services for Professional Development between McKinley Elementary and Nancy Fetzer for McKinley Teachers
- 13.2.9 Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2023-2024 School Year
- 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
- 13.2.11 Approve Agreement for Contract Services between Mc Graw Hill and Tracy Unified School District to Provide Early Literacy Training to Teachers
- 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
- 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
- 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
- 13.2.15 Approve Special Contract Services Agreement with the Speech Therapy and Accent Group Inc., Elizabeth Perry for an Independent Education Evaluation (IEE)
- 13.2.16 Approve Master Contract with Bayhill High School for Educational Services for the 2023-2024 School Year (Separate Cover)
- 13.2.17 Ratify Approval for additional funding for Contract Service Agreement with Excel Interpreting LLC
- 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)
- 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
- 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
- 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
- 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
- 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
- 13.2.24 Approve Master Contract with Non-Public Agency (NPA) Building Connections Behavioral Health, Inc. for the 2023-2024 School Year (Separate Cover)

- 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
- 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
- 13.2.27 Approve Service Contract Agreement with Pawar Transportation for Transportation Services for the 2023-2024 School Year
- 13.2.28 Approve the Annual District Title III Plan for the 2023-2024 School Year
- 13.2.29 Approve the TUSD English Learner Master Plan for the 2023-2024 School Year (Separate Cover)
- 13.2.30 Approve Purchase of SCUTA for George Kelly School to Provide License for the 2023-2024 School Year

13.3 Human Resources:

- 13.3.1 Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve Employment of 2023 Summer School Staff

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
Action: Hawkins, Silcox **Vote:** Yes-7; No-0; Absent-0.
- 14.1.2 Adopt Board Bylaws to Be Compliant with CSBA Guidelines (First Reading) (Separate Cover)
Action: Silcox, MacDonald **Vote:** Yes-7; No-0; Absent-0.
- 14.1.3 Adopt Revisions to Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities (First Reading)
Action: Silcox, Fagin **Vote:** Yes-6; No-1 (Hoffert); Absent-0.
- 14.1.4 Acknowledge Revisions to Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (First Reading)
Action: Silcox, MacDonald **Vote:** Yes-5; No-2 (Alexander, Hoffert); Absent-0.
- 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)
Action: Hawkins, MacDonald **Vote:** Yes-7; No-0; Absent-0.
- 14.1.6 Approve the Purchase of a Commercial Dishwasher for the Kimball High School Kitchen
Action: Fagin, Silcox **Vote:** Yes-7; No-0; Absent-0.

14.2 Educational Services:

- 14.2.1 Approve Adoption of Instructional Materials
Action: Hawkins, Fagin **Vote:** Yes-7; No-0; Absent-0.

- 14.3 Human Resources:**
- 14.3.1** Acknowledge Revisions to Administrative Regulation 4133 Travel/Reimbursement (First Reading)
Action: Silcox, Fagin **Vote:** Yes-7; No-0; Absent-0.
- 14.3.2** Approve a Variable Term Waiver for Administrative Services
Action: Silcox, MacDonald **Vote:** Yes-7; No-0; Absent-0.
- 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)
Action: Fagin, Silcox **Vote:** Yes-7; No-0; Absent-0.
- 14.3.4** Approve Increase in Days of Service for K-5 and K-8 Elementary Principal Positions
Action: MacDonald, Silcox **Vote:** Yes-7; No-0; Absent-0.
- 14.3.5** Approve Increase in Days of Service for Continuation High School Secretary Position
Action: Silcox, Hawkins **Vote:** Yes-7; No-0; Absent-0.
- 14.3.6** Approve Salary Schedule for Superintendent
Action: Silcox, MacDonald **Vote:** Yes-7; No-0; Absent-0.
- 14.3.7** Approve New Job Description for Modified Para Educator – Student Apprentice
Action: Hawkins, Fagin **Vote:** Yes-7; No-0; Absent-0.
- 14.3.8** Approve a Declaration for a Provisional Internship Permits
Action: Fagin, MacDonald **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee MacDonald was fortunate to attend the Tracy High School graduation. Mr. Waggle and his team did a great job. Trustee Hoffert thanked everyone for coming out and wishes the district luck in helping all 3rd grade students meet their reading level. Trustee Fagin thanked everyone for the time and research put into the presentations tonight. Dr. Franco was a fantastic guy, he used to take him to games and they had a lot of fun. He was a great guy and great for the community. Trustee Alexander thanked everyone for coming out. She had the opportunity to attend the Tracy African American Association Juneteenth celebration. Dr. Pecot received the Dr. Martin Luther King image award. She also thanked everyone for the presentations. Trustee Hawkins attended the Juneteenth celebration, it was a great event. He also witnessed the Discovery Challenge, a place where students that don't behave have an opportunity to attend. It is a great intervention for our County. It was impressive to see what the students are doing there. Dr. Franco meant a lot to him and everyone else. Trustee Silcox thoughts are with the Franco family. He was his and his wife's high school principal. When in high school, Dr. Franco used to write personal notes to him, which continued into college; this is the kind of person he was, a very good and thoughtful man. Trustee Abercrombie thanked Mr. Call and Ms. Nelson, and their staff, for putting the budget together. He also thanked Dr. Petty for her hard work on the LCAP. He offered congratulations to Dr. Pecot for his well-earned recognition, receiving the Martin Luther King Image Award. He has great memories of Dr. Franco. Dr. Franco came to the DARE graduations for years, he would announce the recipients like a sports announcer.

Superintendent Report:

Dr. Pecot asserted that, it goes without saying, Mr. Call, Ms. Nelson, and Ms. Petty did great work. He recognized all the staff participating in summer school; things

are off to a great start. He also recognized the trustees and commends them for the way they have handled the voting boundaries. The community of Tracy should be thankful to these seven individuals.

Adjourn: 8:10 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 5, 2023
SUBJECT: Receive Report on State Indicators

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both State and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Local Educational Agencies (LEAs) are required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local Governing Board/Body, in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the District's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study. 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: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators.

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: Receive Report on State Indicators for Tracy Independent Study Charter School

BACKGROUND: The Dashboard is the reporting system for California's Multiple Measures Accountability System. The State's accountability system includes both State and local indicators. The Dashboard displays the status (current performance), the change (difference from prior performance), and the performance level (color) for each state indicator. Local Educational Agencies (LEAs) are required to measure progress in the Local Indicators, report these results as part of a non-consent item at a regularly scheduled public meeting of the local Governing Board/Body, in conjunction with the adoption of the LCAP, and report results to the public through the Dashboard.

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on Tracy Independent Study Charter School's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study. 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: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators 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: June 8, 2023
SUBJECT: Approve Accounts Payable Warrants (April & May 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (April & May 2023).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 8, 2023
SUBJECT: Approve Payroll Reports (April & May 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (April & May 2023).

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

Pay Date 04/28/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	5,307,108.27
	1200	582,913.89
	1300	631,689.88
	1900	207,557.37
	2100	626,153.92
	2200	1,113,582.42
	2300	262,446.65
	2400	608,361.11
	2900	48,601.26

	Total Labor	9,388,414.77
Fund 01	SACS Object	Amount

	3101	1,246,696.60	STRS On 1000 Salaries
	3102	12,160.15	STRS On 2000 Salaries
	3201	50,317.30	PERS On 1000 Salaries
	3202	645,561.38	PERS On 2000 Salaries
	3301	102,622.91	
	3302	192,222.67	
	3401	659,796.21	
	3402	349,540.16	
	3501	33,646.41	State Unemploy On 1000 Salary
	3502	13,283.77	State Unemploy On 2000 Salary
	3601	115,851.20	Worker'S Comp Ins On 1000 Sal
	3602	45,779.91	Worker'S Comp Ins On 2000 Sal
	3701	63,480.68	
	3702	31,048.66	
	3901	135.42	
	Total Contributions	3,562,143.43	

Fund 09	SACS Object	Amount
	1100	181,860.56
	1200	10,837.92
	1300	4,613.53
	2400	12,966.96
	Total Labor	210,278.97
Fund 09	SACS Object	Amount

3101	STRS On 1000 Salaries	37,686.55
3202	PERS On 2000 Salaries	3,289.72
3301		2,637.88
3302		992.23
3401		17,220.41
3402		1,615.39
3501	State Unemploy On 1000 Salary	986.55
3502	State Unemploy On 2000 Salary	64.84
3601	Worker'S Comp Ins On 1000 Sal	3,396.95
3602	Worker'S Comp Ins On 2000 Sal	223.24
Total Contributions		68,113.76

Fund 11	SACS Object	Amount
	1100	18,866.55
	1200	9,260.28
	1300	12,291.60
	2100	6,369.24
	2400	9,958.50
	Total Labor	56,746.17

3101	STRS On 1000 Salaries	7,719.89
3202	PERS On 2000 Salaries	4,142.33
3301		552.78
3302		1,175.44
3401		3,112.00
3402		2,536.45
3501	State Unemploy On 1000 Salary	202.10
3502	State Unemploy On 2000 Salary	81.65
3601	Worker'S Comp Ins On 1000 Sal	695.83
3602	Worker'S Comp Ins On 2000 Sal	281.07
Total Contributions		20,499.54

Fund 12	SACS Object	Amount
	2100	21,957.98
	2400	6,281.99
	Total Labor	28,239.97

Fund 12	SACS Object	Amount
3102	STRS On 2000 Salaries	549.72
3202	PERS On 2000 Salaries	5,393.70

3302	1,795.68
3402	2,263.62
3502	141.21
3602	486.19
Total Contributions	10,630.12

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

Fund 13	SACS Object	Amount
	2200	173,089.73
	2300	45,038.33
	2400	19,260.34
	Total Labor	237,388.40

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

Fund 13	SACS Object	Amount
	3202	55,006.12
	3302	17,025.00
	3402	18,885.02
	3502	1,186.91
	3602	4,086.92
	Total Contributions	96,189.97

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

Selection Grouped by Fund - Sorted by Object, (Org = 75)

075 - Tracy Unified School District

ESCAPE ONLINE

Generated for Janae Taylor (JANAETA75), Jun 8 2023 11:50AM

Pay Date 04/10/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	595,576.36
	1200	696.56
	1900	773.50
	2100	29,018.41
	2200	122,365.69
	2400	22,839.57
	2900	4,434.29
	Total Labor	775,704.38

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

Fund 01	SACS Object	Amount
	3101	79,182.85
	3102	15.03
	3202	8,035.93
	3301	10,568.79
	3302	12,035.79
	3501	2,985.68
	3502	893.33
	3601	10,278.63
	3602	3,075.78
	Total Contributions	127,071.81

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

Fund 09	SACS Object	Amount
	1100	1,611.00
	2400	660.45
	Total Labor	2,271.45

Teachers' Salaries
 Clerical & Office Salaries

Fund 09	SACS Object	Amount
	3101	160.44
	3202	167.56
	3301	42.64
	3302	50.53
	3501	8.06
	3502	3.30
	3601	27.74
	3602	11.37
	Total Contributions	471.64

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

Fund	11	SACS Object	Amount
		1100	13,103.84
		1200	696.56
		2400	426.37
		Total Labor	14,226.77

Teachers' Salaries
 Cert Pupil Support Salaries
 Clerical & Office Salaries

Fund	11	SACS Object	Amount
		3101	2,552.14
		3301	200.12
		3302	32.61
		Total Labor	2,784.87

STRS On 1000 Salaries

Fund	11	SACS Object	Amount
		3501	68.99
		3502	2.13
		3601	237.58
		3602	7.34
		Total Contributions	3,100.91

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

Fund	12	SACS Object	Amount
		2100	2,474.26
		Total Labor	2,474.26

Instructional Aides' Salaries

Fund	12	SACS Object	Amount
		3202	236.70
		3302	136.88
		3402	0.00
		3502	12.37
		3602	42.60
		Total Contributions	428.55

PERS On 2000 Salaries

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

Fund	13	SACS Object	Amount
		2200	13,758.75
		2300	110.16
		Total Labor	13,868.91

Classified Support Salaries

Fund	13	SACS Object	Amount
		3202	1,516.09
		3302	843.45
		3502	69.34
		3602	238.75
		Total Contributions	2,667.63

PERS On 2000 Salaries

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

Pay Date 05/31/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	5,310,582.56
	1200	592,248.73
	1300	631,689.88
	1900	207,206.92
	2100	628,843.22
	2200	1,102,447.57
	2300	272,101.70
	2400	602,155.22
	2900	49,351.61
	Total Labor	9,396,627.41

Teachers' Salaries

Cert Pupil Support Salaries

Cert Suprvrs' & Admins' Sal

Other Certificated Salaries

Instructional Aides' Salaries

Classified Support Salaries

Class Suprvrs' & Admins' Sal

Clerical & Office Salaries

Other Classified Salaries

Fund 01	SACS Object	Amount
	3101	1,249,139.25
	3102	12,183.30
	3201	50,317.30
	3202	645,255.02
	3301	102,796.83
	3302	192,025.04
	3401	659,351.12
	3402	352,373.36
	3501	33,708.67
	3502	13,260.57
	3601	116,065.70
	3602	45,706.77
	3701	62,264.68
	3702	30,927.99
	3901	135.42
	Total Contributions	3,565,511.02

STRS On 1000 Salaries

STRS On 2000 Salaries

PERS On 1000 Salaries

PERS On 2000 Salaries

State Unemploy On 1000 Salary

State Unemploy On 2000 Salary

Worker'S Comp Ins On 1000 Sal

Worker'S Comp Ins On 2000 Sal

Fund 09	SACS Object	Amount
	1100	202,075.36
	1200	10,837.92
	1300	4,613.53
	2400	12,855.47
	Total Labor	230,382.28

Teachers' Salaries

Cert Pupil Support Salaries

Cert Suprvrs' & Admins' Sal

Clerical & Office Salaries

Fund 09	SACS Object	Amount	
	3101	41,547.59	STRS On 1000 Salaries
	3202	3,261.43	PERS On 2000 Salaries
	3301	2,930.99	
	3302	983.70	
	3401	17,220.56	
	3402	1,614.08	
	3501	1,087.64	State Unemploy On 1000 Salary
	3502	64.28	State Unemploy On 2000 Salary
	3601	3,744.96	Worker'S Comp Ins On 1000 Sal
	3602	221.33	Worker'S Comp Ins On 2000 Sal
	Total Contributions	72,676.56	

Fund 11	SACS Object	Amount	
	1100	18,866.55	Teachers' Salaries
	1200	9,260.28	Cert Pupil Support Salaries
	1300	12,291.60	Cert Suprvrs' & Admins' Sal
	2100	7,446.45	Instructional Aides' Salaries
	2400	9,958.50	Clerical & Office Salaries
	Total Labor	57,823.38	

Fund 11	SACS Object	Amount	
	3101	7,719.89	STRS On 1000 Salaries
	3202	4,415.62	PERS On 2000 Salaries
	3301	552.78	
	3302	1,257.85	
	3401	3,112.02	
	3402	2,549.20	
	3501	202.10	State Unemploy On 1000 Salary
	3502	87.04	State Unemploy On 2000 Salary
	3601	695.83	Worker'S Comp Ins On 1000 Sal
	3602	299.62	Worker'S Comp Ins On 2000 Sal
	Total Contributions	20,891.95	

Fund 12	SACS Object	Amount	
	2100	22,563.27	Instructional Aides' Salaries
	2400	6,281.99	Clerical & Office Salaries
	Total Labor	28,845.26	
Fund 12	SACS Object	Amount	

3102	549.72	STRS On 2000 Salaries
3202	5,393.70	PERS On 2000 Salaries
3302	1,819.56	
3402	2,263.69	
3502	144.22	State Unemploy On 2000 Salary
3602	496.61	Worker'S Comp Ins On 2000 Sal
Total Contributions	10,667.50	

Fund 13	SACS Object	Amount
	2200	174,525.99
	2300	45,038.33
	2400	19,204.72
	Total Labor	238,769.04

Fund 13	SACS Object	Amount
	3202	55,282.67
	3302	17,107.06
	3402	18,922.09
	3502	1,193.81
	3602	4,110.69
Total Contributions		96,616.32

Pay Date 05/10/2023

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund 01	SACS Object	Amount
	1100	578,658.82
	1200	911.09
	1900	728.90
	2100	20,967.18
	2200	148,635.48
	2300	107.20
	2400	17,123.59
	2900	4,559.08
	Total Labor	771,691.34

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

Fund 01	SACS Object	Amount
	3101	80,028.75
	3202	6,570.27
	3301	10,395.91
	3302	13,232.96
	3501	2,901.90
	3502	956.93
	3601	9,990.28
	3602	3,295.02
	Total Contributions	127,372.02

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

Fund 09	SACS Object	Amount
	1100	3,920.00
	2400	299.08
	Total Labor	4,219.08

Teachers' Salaries
 Clerical & Office Salaries

Fund 09	SACS Object	Amount
	3101	213.92
	3202	75.87
	3301	126.84
	3302	22.88
	3501	19.60
	3502	1.50
	3601	67.49
	3602	5.15

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

Total Contributions		533.25
Fund 11	SACS Object	Amount
	1100	11,434.98 Teachers' Salaries
	1200	910.56 Cert Pupil Support Salaries
	2100	82.36 Instructional Aides' Salaries
	Total Labor	12,427.90
Fund 11	SACS Object	Amount
	3101	2,274.28 STRS On 1000 Salaries
	3202	20.90 PERS On 2000 Salaries
	3301	179.00
	3302	6.30
	3501	61.72 State Unemploy On 1000 Salary
	3502	0.41 State Unemploy On 2000 Salary
	3601	212.55 Worker'S Comp Ins On 1000 Sal
	3602	1.42 Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,756.58

Fund 12	SACS Object	Amount
	2100	1,957.03 Instructional Aides' Salaries
	Total Labor	1,957.03
Fund 12	SACS Object	Amount
	3202	153.48 PERS On 2000 Salaries
	3302	103.54
	3502	9.78 State Unemploy On 2000 Salary
	3602	33.70 Worker'S Comp Ins On 2000 Sal
	Total Contributions	300.50

Fund 13	SACS Object	Amount
	2200	12,647.19 Classified Support Salaries
	Total Labor	12,647.19
Fund 13	SACS Object	Amount
	3202	1,726.35 PERS On 2000 Salaries
	3302	768.23
	3502	63.24 State Unemploy On 2000 Salary
	3602	217.73 Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,775.55



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 8, 2023
SUBJECT: Approve Revolving Cash Fund Reports (April & May 2023)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (April & May 2023).

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

05/01/23

TUSD
REVOLVING CASH FUND
 April 2023

Date	Num	Name	Memo	Paid Amount
04/14/2023	9963		VOID	
TOTAL				0.00
04/03/2023	9959	WALMART VISION CENTER	PO23-01577 Order #209547355 Verdin	
			01-3010-0-0000-7200-4300-800-2749	-114.00
TOTAL				-114.00
04/03/2023	9960	WALMART VISION CENTER	PO23-01577 Order #209625702 Buelna	
			01-3010-0-0000-7200-4300-800-2749	-117.50
TOTAL				-117.50
04/03/2023	9961	WALMART VISION CENTER	PO23-01577 Order# 209630192 Gonzales	
			01-3010-0-0000-7200-4300-800-2749	-103.50
TOTAL				-103.50
04/17/2023	9962	TOGO'S	PO23-00007 TTIP MEETING	
			01-0000-0-0000-7150-4300-810-1001	-138.84
TOTAL				-138.84
04/14/2023	9963		VOID	
TOTAL				0.00
04/24/2023	9964	Taqueria La Mexicana	PO23-02884 4/25/2023 BOARD MEETING	
			01-0000-0-0000-7150-5800-800-1101	-189.45
TOTAL				-189.45

06/01/23

TUSD
REVOLVING CASH FUND
May 2023

Date	Num	Name	Memo	Paid Amount
05/03/2023	9965	F & A PIZZA INC	PO23-02944 WEST HIGH SCHOOL	
			01-0000-0-1110-1000-4300-700-2323	-590.71
TOTAL				-590.71
05/08/2023	9966	SAVE MART SUPERMARKET	PO23-00139 Jacobson Elem.	
			01-0000-0-1110-1000-4300-250-2323	-643.82
TOTAL				-643.82
05/08/2023	9967	Taqueria La Mexicana	PO23-02884 Volunteer Luncheon	
			01-0000-0-0000-7150-5800-810-1001	-534.78
TOTAL				-534.78
05/08/2023	9968	TOGO'S	PO23-00007 BOARD DINNER	
			01-0000-0-0000-7150-4300-810-1001	-166.70
TOTAL				-166.70
05/10/2023	9969	Taqueria La Mexicana	PO23-01585 Stemline Academy meeting	
			01-0000-0-0000-7200-4300-800-2323	-265.23
TOTAL				-265.23
05/11/2023	9970	TOGO'S	PO23-03044 Williams MS	
			01-0000-0-1110-1000-4300-490-2323	-642.00
TOTAL				-642.00
05/11/2023	9971	STOCKTON PORTS	PO23-02920 BOHN ELEMENTARY	
			01-0000-0-1110-1000-4300-100-2323	-329.00
TOTAL				-329.00
05/22/2023	9972	CALIFORNIA DEPARTMENT OF E...	PO23-00119 TRINI TORRES RECERTIFICATION	
			01-0723-0-1110-3600-5800-840-9702	-314.00
			01-0724-0-5750-3600-5800-840-9702	-471.00
TOTAL				-785.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 14, 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 27, 2023
SUMMARY OF SERVICES

A. Vendor: Eide Bailly LLP
Sites: District-wide
Item: Agreement (expires 6/30/23)
Services: Audit financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of TUSD as of and for the year ending June 30, 2023.
Cost: \$120,000.00
Project Funding: General Fund

B. Vendor: School Services of California, Inc.
Sites: Tracy Unified School District
Item: Agreement for Special Services
Services: The Business Services division has contracted for many years with School Services of California. Their services are critical to budget development and implementation. In addition, their information services provide guidance on fiscal legislation, new mandates, and information relating to the local mandate reimbursement process.
Cost: \$4,500.00
Project Funding: General Fund

C. Vendor: Atkinson, Andelson, Loya, Ruud and Romo
Sites: Tracy Unified School District
Item: Agreement for Special Services
Services: Legal and non-legal Human Resources consulting services and education law training classes.
Cost: \$355.00/hr.(senior partners), \$230.00/hr. (paralegals/legal assistants)
Project Funding: Risk Management

D. Vendor: University of California, Berkeley School of Optometry
Sites: District-wide
Item: Contract
Services: Modified clinical technique vision screenings provided per state mandates.
Cost: \$4.50 per student, not to exceed \$10,000.00
Project Funding: General Fund/Health Services

E. Vendor: Tracy Crime Stoppers
Sites: District-wide
Item: Memorandum of Understanding

Services: Tracy Crime Stoppers has implemented the Students Speaking Out tip line which provides students with a way to anonymously report crime and dangerous activities taking place in our schools by way of phone, text, or web tip. In turn, TUSD agrees to advertise the program to school personnel, post information on our websites and to display and distribute flyers and posters.

Cost: No cost to the District.

Project Funding: N/A

F. Vendor: CI Solutions

Sites: Transportation

Item: Three Year Managed Services Agreement-Expires 4/13/2025

Services: CI Solutions will provide bus pass printing software, services, supplies, and hardware. This will replace the current bus pass processing systems that no longer work with the District's bus routing software.

Cost: \$3,000.00 annually

Project Funding: N/A

G. Vendor: City of Tracy

Sites: District Wide

Item: Agreement

Services: City of Tracy is responsible for the Drug Abuse Resistance Education Program with the District providing financial assistance each school year to pay for supplies.

Cost: \$10,000.00 renewal automatically

Project Funding: Student Services Budget

H. Vendor: Cosco Fire Protection

Sites: District Wide

Item: Agreement-Ratify

Services: Conduct annual inspection of the fire sprinkler system and fire hydrant systems per NFPA 25. Repair and service to sprinkler risers and hydrants based on deficiencies found during inspection.

Cost: <\$85,000.00

Project Funding: Environmental Compliance

I. Vendor: RJ Flooring

Sites: Jacobson

Item: Agreement

Services: Removal and reinstallation of new carpet tile in existing classroom.

Cost: \$7,000.00 not to exceed

Project Funding: Deferred Maintenance (Fund 14)

J. Vendor: RGA Architects
Sites: West High School
Item: Professional Services Agreement
Services: Provide design services, for expansion of facilities due to the increase demands of the agricultural program. The expansion will meet all state requirements required for school construction.
Cost: \$1,000,000.00
Project Funding: Development Funds (Fund 25 & 35)

K. Vendor: RGA Architects
Sites: Various
Item: Professional Services Agreement
Services: Provide design services, for expansion of transitional kindergarten facilities due to the increase demands of the state required program. The expansion will meet all state requirements required for school construction.
Cost: \$900,000.00
Project Funding: Development Funds (Fund 25 & 35)

L. Vendor: RGA Architects
Sites: Tracy High School
Item: Professional Services Agreement
Services: Provide design services, for expansion of facilities due to the increase space and use demands of the multi-purpose gym and aquatic areas. The expansion will meet all state requirements required for school construction.
Cost: \$1,575,000.00
Project Funding: Development Funds (Fund 25 & 35)

M. Vendor: RGA Architects
Sites: Kimball High School
Item: Professional Services Agreement
Services: Provide design services, for expansion of classroom facilities due to the increase demands of existing facilities. The expansion will meet all state requirements required for school construction.
Cost: \$655,000.00
Project Funding: Development Funds (Fund 25 & 35)

N. Vendor: RGA Architects
Sites: West High School
Item: Professional Services Agreement
Services: Provide design services, for expansion of facilities due to the increase demands of the theater and arts programs. The

expansion will meet all state requirements required for school construction.

Cost: \$1,215,000.00

Project Funding: Development Funds (Fund 25 & 35)



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 15, 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>
George Kelly Parent Alliance	<i>Recommended for approval</i>	<i>Current</i>
Jacobson Staff Parent Assoc.	<i>Recommended for approval</i>	<i>Current</i>
Kimball High School Music Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Kimball High School PTSA	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Baseball Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Cheer-Dance Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Approved</i>	<i>Current</i>
Tracy High Girls Basketball Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High Music Booster Club	<i>Recommended for approval</i>	<i>Current</i>
West High Science Booster Club	<i>Approved</i>	<i>Current</i>



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 15, 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.

Surplus Items June 2023

ITEM	ESTIMATED QUANTITY
Computer Storage Carts	52



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Assoc Superintendent of Ed Services
DATE: June 8, 2023
SUBJECT: Approve Agreement for Special Contract Services with Improve Your Tomorrow (IYT) College Academy for Earl E. Williams Middle School and West High School Students and Parents for the 2023-2024 School Year

BACKGROUND: Guidance from the California Department of Education identifies parent involvement as a priority focus area for student success in school. With the support of Improve Your Tomorrow (IYT) mentors on campus, students will be better engaged in school, have increased promotion and graduation rates, have less discipline concerns, better attendance, more likely to consider college, and will receive targeted academic support services tailored to their individual need, with their full-time and on campus IYT mentor.

RATIONALE: Improve Your Tomorrow will provide mentorship support to a total of 130 upcoming 8th graders at Earle E. Williams Middle School and high school students at West High School 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 Improve Your Tomorrow (IYT) for the 2023-2024 school year is not to exceed \$234,000.00 and will be paid out of Title 1 dollars.

RECOMMENDATION: Approve Agreement for Special Contract Services with Improve Your Tomorrow (IYT) College Academy for Earl E. Williams Middle School and West High School Students and Parents for the 2023-2024 School Year.

Prepared by: Julianna Stocking, Associate Superintendent of Educational Services.

Memorandum of Understanding Between
Tracy Unified School District and
Improve Your Tomorrow, Inc

Overview:

This memorandum of understanding (MOU) specifies the expectations of the partnership between Tracy Unified School District (TUSD) and Improve Your Tomorrow (IYT) to implement the IYT College Academy. The partnership takes effect on July 1, 2023 and is effective through June 30, 2024.

Improve Your Tomorrow will:

1. Serve 130 members through the College Academy annually at one high school and one middle school.
2. Complete a facility use agreement at all schools that have the IYT College Academy program and provide the required certificate of insurance.
3. Ensure all employees comply with Education Code requirements, which includes undergoing a criminal background check (ie: TUSD fingerprinting).
4. Gather formative assessment data to reflect IYT's progress at each site
5. Conduct a parallel evaluation of program progress to include the metrics listed in this contract and will meet with district leadership to the outcomes.
6. Coordinate all IYT activities and services with the principals at targeted campuses. Services include but are not limited to:
 - Student Development
 - Family Engagement
 - Mentoring
 - College Tours
 - Tutoring

Distance Learning

In the event of school closures due to COVID 19, *within 3 business days*, IYT students will be supported and engaged through the IYT Virtual platform. The services provided in this platform include; mentorship sessions, live hangouts, workshops, class huddles, parent engagement and tutoring.

Methods of Assessment

Tracy Unified School District will evaluate the effectiveness of IYT by analyzing key performance indicators for students served by IYT, including:

High School Key Performance Indicators

- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- High school graduation rate for students in the program a minimum of 2 semesters

- College attendance rates for students in the program a minimum of 4 semesters

Middle School Key Performance Indicators

- Promotion rate for 8th grade students
- Attendance Rate for all students participating in program
- Reduction in the number of D's and F's as compared to the previous semester for students participating in program a minimum of 2 semesters
- Qualitative survey measuring students school engagement, campus belonging, improved campus relationships and college knowledge for all students participating in program

Annually, Improve Your Tomorrow will submit an evaluation form to TUSD and all school sites no later than 12 weeks after grades have been posted for the Spring semester.

Tracy Unified School District (TUSD) will:

1. Provide a dedicated workspace, office keys, furniture, technology, supplies and equipment for the Improve Your Tomorrow instructional program without charging a facility use fee.
2. Allow IYT to meet (in person or virtual) one time per semester with the Superintendent or Associate Superintendent on program outcomes, success, and challenges.
3. Provide access to school site during Improve Your Tomorrow programming
4. Complete data sharing memorandum of understanding giving IYT access to student grades, attendance and disciplinary history.
5. Help recruit IYT's mentor fellows and a Program Manager to oversee the school sites.
6. In FY 23-24, provide annual funding of **\$234,000** to be paid with an initial start-up payment of **\$117,000** on July 1, 2023 and the remaining balance of **\$117,000** paid as invoiced equal in monthly increments from August 2024 through June 2024 payable within 30 days from time of invoice to Improve Your Tomorrow.

Payments directed to the following address:

Improve Your Tomorrow
3780 Rosin Court Suite 240
Sacramento, CA 95834

Terms:

The term of this Memorandum of Understanding shall commence July 1, 2023 and end June 30, 2024.

A credit disbursement equal to the cost per student (\$1,800) will be credited to the Tracy Unified School District's vendor account if IYT is unable to serve 130 members during the 23/24 school year.

Termination Clause:

If School District cancels this Agreement prior to the end of the school year, which is June 30, 2024, School District agrees to pay to Contractor half (1/2) of the remaining contract amount set forth in this Agreement.

Indemnification and Hold Harmless

To the fullest extent allowed by law, IYT shall indemnify and hold LEA and its Board Members, administrators, employees, agents, attorneys, volunteers, and subcontractors harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by negligence, intentional act, or willful act or omission of IYT, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it. The duty and obligation to defend shall arise immediately upon tender of a claim or lawsuit to the IYT. The LEA shall have the right, in its sole discretion, to select counsel of its choice to provide the defense at the sole cost of the IYT or the applicable insurance carrier.

To the fullest extent allowed by law, LEA shall indemnify and hold IYT and its Board Members, administrators, employees, agents, attorneys, and subcontractors ("IYT Indemnities") harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this Master Contract or its performance, to the extent that such loss, expense, damage or liability was proximately caused by the negligent or willful act or omission of LEA, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it (excluding IYT and/or any IYT Indemnities).

LEA represents that it is self-insured in compliance with the laws of the state of California, that the self-insurance covers district employees acting within the course and scope of their respective duties and that its self-insurance covers LEA's indemnification obligations under this Master Contract.

Clearance Requirements

IYT shall provide LEA with the verified dates of fingerprint clearance, Department of Justice clearance and Tuberculosis Test clearance for all employees, approved subcontractors and/or volunteers prior to such individuals starting to work with any student.

IYT shall monitor the status of licenses, permits and/or other documents for all individuals employed, contracted, and/or otherwise hired by IYT including volunteers.

IYT shall notify LEA within thirty (30) days if any such licenses, certifications or waivers are expired, suspended, revoked, rescinded, challenged pursuant to an administrative or legal complaint or lawsuit, or otherwise nullified during the effective period of this Contract. LEA shall not be obligated to pay for any services provided by a person whose such licenses, certifications or waivers are expired, suspended, revoked, rescinded, or otherwise nullified during the period during which such person is providing services under this Contract. Failure to notify LEA of changes in licenses, certifications or suspensions shall be good cause for termination of this Contract by LEA.

IYT shall electronically submit, within 24 hours, any accident or incident report to LEA. IYT shall properly submit accident or incident reports as required by the District.

IYT hereby agrees to annually train all staff members, including volunteers, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 *et seq.* and California Education Code section 44691. To protect the privacy rights of all parties involved (i.e. reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical mandates. A written statement acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to LEA.

IYT is to read and become familiar with the District's Mandated Child Abuse and Neglect Reporting Policies (BP 5141.4 and AR 5141.4.) . In the event there is a suspicion of abuse conducted by anyone (students, staff, IYT or others) on or off campus, IYT is to file the appropriate report to the Sacramento County Sheriff. IYT is also to confidentially notify the Legal Compliance Specialist of the report. IYT is to cooperate with any investigation conducted by the District in connection with such report.

IYT shall have a Sexual and Gender Identity Harassment Policy that clearly describes the kinds of conduct that constitute sexual harassment and that is prohibited by the IYT policy, as well as Federal and state law. The policy should include procedures to make complaints without fear of retaliation and procedures for prompt and objective investigations of all sexual harassment complaints. IYT further agrees to provide annual training to all employees regarding the laws concerning sexual harassment and related procedures pursuant to California Government Code section 12950.1, including that each agency with five or more employees must provide by January 1, 2024 at least 2 hours of training regarding sexual harassment to all supervisory employees and at least one hour of training to all nonsupervisory employees. All employees must complete sexual harassment training every two years. Any new supervisory employee must complete sexual harassment training within six (6) months of starting as a supervisory employee. The training shall include information and practical guidance regarding federal and state statutory provisions concerning the prohibition against, prevention of and correction of sexual harassment, and remedies available to victims of sexual harassment in employment as well as including practical examples to instruct supervisors in prevention of harassment, discrimination, and retaliation. The training should be presented by someone with training or expertise in prevention of harassment, discrimination, and retaliation.

Insurance

IYT shall, at its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, sufficient to cover any claims, damages, liabilities, costs and expenses (including counsel fees) arising out of or in connection with IYT's fulfillment of any of its obligations under this Agreement or either party's use of the work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$5,000,000 per occurrence
\$500,000 fire damage

\$5,000 medical expenses
\$1,000,000 personal & adv. injury
\$10,000,000 general aggregate
\$2,000,000 products/completed operations aggregate

The policy may not exclude coverage for claims arising from or relating to claims for sexual molestation or abuse. IYT must provide proof that IYT's Commercial General Liability Insurance covers claims for sexual molestation or abuse.

In the event that IYT's policy should have an exclusion for sexual molestation or abuse claims, then IYT shall be required to procure a supplemental policy providing such coverage and provide proof thereof.

Certificates of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, IYT's insurance coverage, including any supplemental policy covering sexual molestation and abuse claims, shall be primary insurance with respect to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

Workers' Compensation and Employers Liability Insurance in accordance with provisions of California Labor Code sections 3200 et seq., adequate to protect IYT from claims that may arise from its operations pursuant to the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and Federal laws.

IYT, upon execution of this contract and periodically thereafter upon request, shall furnish the LEA with certificates of insurance evidencing such coverage. The certificate of insurance shall include a ten (10) day non-renewal notice provision. Certificate of Insurance, additional insured endorsement and declaration of insurance coverages shall be provided to LEA.

For any claims related to the services contracted for under this Agreement, the IYT's insurance coverage shall be primary insurance as respects to the LEA, its subsidiaries, officials and employees. Any insurance or self-insurance maintained by the LEA, its subsidiaries, officials and employees shall be excess of the IYT's insurance and shall not contribute with it.

All Certificates of Insurance may reference the contract number, name of the school or agency submitting the certificate, and the location of the school or agency submitting the certificate on the certificate.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:

A handwritten signature in black ink, appearing to read "Michael Lynch", written over a horizontal line.

Date: 5/31/2023

Michael Lynch, CEO
Improve Your Tomorrow

Date: _____

Signature

Printed Name:

Title:

Appendix A

Data Use Agreement

This agreement governs the conditions in which Improve Your Tomorrow must use, store, and safeguard the privacy of any and all student data (hereafter referred to as “Student Data”) received from the TUSD pursuant to the signed Agreement between Improve Your Tomorrow and the TUSD.

Student Data includes both student-specific data (where individual students are identifiable by name or student ID) and aggregate data (where no students are specifically identifiable).

The requested individual-level data includes:

- Student ID
- Ethnicity/Race
- Class Schedule
- Standardized Test Scores (SBACC, etc)
- Unofficial Student Transcripts
- Guardian Contact Information
- Access to online student grade book portal
- Suspension and Attendance data
- Individual Education Plan (if applicable)

General Purpose & Use of Student Data.

Improve Your Tomorrow will use the Student Data provided by the TUSD to increase college enrollment rates for Improve Your Tomorrow students in TUSD. Improve Your Tomorrow offers an array of strategic interventions to improve retention, including academic support, mentorship, internships, college advising, parent engagement and college tours. Regular data access will allow Improve Your Tomorrow staff to assess student progress and provide support as needed to ensure the students stay on track to enroll in college.

Improve Your Tomorrow acknowledges that it is fully familiar with the obligations of, is subject to, and will fully comply with the privacy regulations set forth in FERPA. Improve Your Tomorrow will not access, disclose or use any Student Data except to the extent such access, disclosure, or use is in full accordance with FERPA, and is explicitly permitted under this Agreement. Improve Your Tomorrow will maintain the security of the Student Data at all times and will promptly notify the TUSD in the event of any disclosure that is inconsistent with the terms of this Agreement.

Improve Your Tomorrow agrees to maintain the Student Data received with reasonable security measures, such that the Student Data cannot be viewed or accessed electronically or in printed form by unauthorized individuals, which includes but is not limited to administrative controls, physical controls, and technical controls, electronic security, such as password sign-on and sign-

off procedures as appropriate and the proper placement of the equipment so that the screen cannot be viewed from a public location.

Improve Your Tomorrow agrees to refrain from redisclosing the Student Data to any other third party.

(Improve Your Tomorrow) agrees to destroy any Student Data contained in print form or electronically that is no longer needed for Improve Your Tomorrow's stated purpose and in such a way that identification of a student is not possible.

If Improve Your Tomorrow terminates the Agreement, goes out of business, files a petition under the Bankruptcy Code, or stops providing services to the TUSD, it shall return to the TUSD all Student Data in its possession.

Data Ownership. The Parties agree that, as between them, all rights, including all intellectual property rights in and to Student Data transmitted under this Agreement, shall remain the exclusive property of the TUSD.

Signatures:

The following authorized signatures have agreed to the responsibilities stated within this Memorandum of Understanding:



Date: 5/31/23

Michael Lynch, CEO
Improve Your Tomorrow

Date: _____

Signature

Printed Name:

Title:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2023
SUBJECT: Approve Support Services for School Administrator Coaching

BACKGROUND: The Tracy Unified School District has experienced an increased number of new school administrators over the last few years, due to the impacts of retirements and natural attrition. In the 2020-21 school year, TUSD on boarded 13 new school administrators and will onboard 4 new principals for the 2023-24 school year. With the high demands of school leadership, Tracy Unified recognized that new and/or developing administrators would greatly benefit from additional assistance in decision making coaching and organizational management skill development to lead schools effectively.

RATIONALE: Tracy Unified School District will provide coaching services to new and/or developing school principals to provide ongoing support throughout the 2023-24 school year. Each identified school principal will be assigned a retired school administrator coach who comes with a vast level of experience and expertise in school leadership.

This contract includes a total of up to 50 hours of coaching (1 hour week) for each administrator, both on site and virtual aimed at improving decision making and organizational management skills.

The coaching support includes up to 50 hours of coaching (1 hour per week) for each of the 9 identified school principals for on-site, job-embedded coaching. This support includes, but is not limited to:

- Supporting the development of skills to navigate and facilitate crucial conversations with educational partners
- Supporting the development and implementation of school organizational processes
- Supporting access and utilization of school personnel and district/county partner resources to develop leadership skills in curriculum, crucial conversations, organizational management
- Leadership coaching to build the capacity of the site leadership team in implementing structures and processes effectively at the individual school site

This agenda request meets District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and 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 coaching is \$ 36,000.00 and will be paid by the Title II funds.

RECOMMENDATION: Approve Support Services for School Administrator Coaching.

Prepared by: Julianna Stocking, Associate Superintendent of Educational Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 8, 2023
SUBJECT: Approve Agreement for Contract Services between McGraw Hill, and George Kelly Elementary School to Provide Corrective Reading Professional Development for the 2023-2024 School Year

BACKGROUND: Corrective Reading is an invaluable tool for schools due to its evidence-based approach to improving reading skills. Its structured curriculum targets students struggling with reading difficulties by focusing on decoding, fluency, and comprehension. Corrective Reading's structured curriculum, individualized approach, and progress monitoring enable us to effectively meet the unique needs of struggling readers.

RATIONALE: Based on school wide assessment data, FastBridge assessments, and teacher feedback George Kelly Elementary School is in need of a reading intervention program to effectively cater to the specific needs of our students. For the past two consecutive school years, George Kelly Elementary School has implemented Corrective Reading as part of our intervention program for students in grades 3rd to 6th. Through its implementation, we have observed notable improvements and positive outcomes. Expanding the pool of staff members trained in Corrective Reading will enhance our ability to provide superior support to our students. During the 2023-2024 school year we will provide access to Corrective Reading to all middle school students. We will utilize Corrective Reading to track progress and celebrate growth.

FUNDING: The cost, not to exceed \$3500, and will be paid from unrestricted funds.

RECOMMENDATION: Approve Agreement for Contract Services between Mc Graw Hill, and George Kelly Elementary School to Provide Corrective Reading Professional Development for the 2023-2024 School Year.

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



Because learning changes everything.™

QUOTE PREPARED FOR:

George Kelly Elem
535 MABEL JOSEPHINE DR
TRACY, CA 95377
ACCOUNT NUMBER: 1460019

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

Brittani Ryan

(209) 831-5000

SALES REP INFORMATION:

Erin Panelli
erin.panelli@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Corrective Reading - Professional Development	\$3,500.00	\$0.00	\$3,500.00
PRODUCT TOTAL*	\$3,500.00	\$0.00	\$3,500.00
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$3,500.00

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

Quote prepared for Brittani Ryan
Professional Development; Corrective Reading

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE:

06/05/2023

ACCOUNT NAME: George Kelly Elem

EXPIRATION DATE: 07/20/2023

QUOTE NUMBER:

PSAK-06052023101126-001

ACCOUNT #: 1460019

PAGE #:

1



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Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
DIRECT INSTRUCTION STAFF DEVELOPMENT	978-0-07-601804-8	1	\$3,500.00	\$0.00	\$3,500.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 06/05/2023

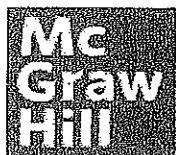
ACCOUNT NAME: George Kelly Elem

EXPIRATION DATE: 07/20/2023

QUOTE NUMBER: PSAK-06052023101126-001

ACCOUNT #: 1460019

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

George Kelly Elem
535 MABEL JOSEPHINE DR
TRACY, CA 95377
ACCOUNT NUMBER: 1460019

CONTACT:

Brittani Ryan
(209) 831-5000

VALUE OF ALL MATERIALS	\$3,500.00
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$3,500.00
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$3,500.00

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

Thank you!
Patty Sak
Achievement Specialist - Northern California
patty.sak@mheducation.com
503.308.0788

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within In our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

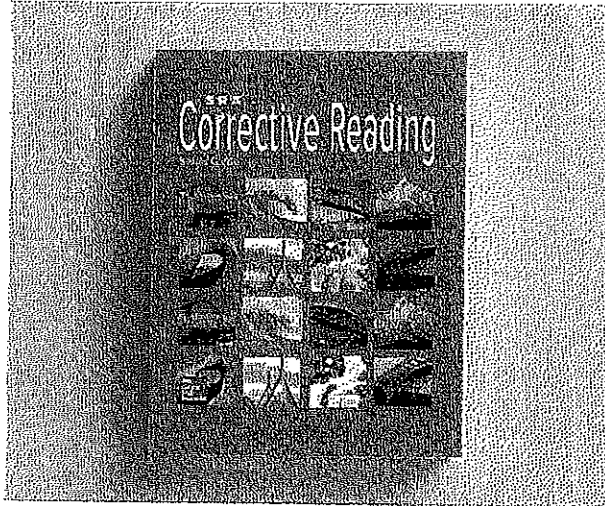
QUOTE DATE: 06/05/2023

ACCOUNT NAME: George Kelly Elem

EXPIRATION DATE: 07/20/2023



Because learning changes everything.®



Corrective Reading

Grades 3-12

Corrective Reading provides explicit and systematic instruction for students who are reading below grade level. This Direct Instruction intervention program for grades 3-12 delivers tightly sequenced, carefully planned lessons that give struggling students structure and practice to become skilled, fluent readers and better learners.

<https://www.mheonline.com/CorrectiveReading-LearnMore>

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: Provide one Corrective Reading professional development session to George Kelly staff members on August 21, 2023.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2.5 () [X] HOURS [] DAYS, under the terms of this agreement at the following location George Kelly School.

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

- a. District shall pay \$ 3500 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 \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 21, 2023, and shall terminate on August 21, 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, Brittani Ryan, at (209) 830-3390 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

Any 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 A. Howey 6/7/2023
Contractor Signature Title
87-1259704
IRS Identification Number
VP Strategic Services
Title
McGraw Hill LLC
Address
8787 Orion Place
Columbus, OH 43240

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: June 9, 2023
SUBJECT: Approve Agreement for Contract Services between Boys & Girls Club of Tracy and North School to Provide Services for the 2023-2024 School Year

BACKGROUND: The Boys & Girls Club of Tracy has been providing after school services in the community at school sites for over 20 years. The North side of Tracy is identified as an area of need. For the last 16 years, the Boys & Girls Club of Tracy has been operating an after-school program at North School. Due to the success of the program, North School staff wishes to continue to work with the Boys & Girls Club of Tracy at North School as they can provide after school services and structured lunch time services the regular school program cannot. During the 2022-2023 school year, the Boys and Girls Club provided two B&G Club staff members to mentor and work with students through a variety of structured activities during lunch. Students partook in these activities, and an increase of positive and collaborative behavior was seen due to said activities. North School would like to continue these services.

RATIONALE: Students, families and staff have made it clear that providing after school programs and activities at North School is of great value. We must first provide a safe environment where students can learn, so they can discover and develop their full potential. The Boys & Girls Club of Tracy provides after school programs and structured lunch activities, such as organized sports, giving the students a positive experience. The North School partnership with the Boys & Girls Club of Tracy provides vital opportunities and services for students. This supports District Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap and District Goal #2: Provide a safe and equitable learning environment.

FUNDING: The program will be paid with site Title I funds not to exceed a total of \$19,000.00.

RECOMMENDATION: Approve Agreement for Contract Services between Boys & Girls Club of Tracy and North School to Provide Services for the 2023-2024 School Year.

Prepared by: Susan Hawkins, Principal, North 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/structured activities, tutoring, support and mentoring in the area of healthy life style programming, character and citizenship. In addition to the B&G Club after school program, the Boys and Girls Club will provide two staff members providing who will provide and support structured activities during lunch recess five days per week. Lunch activities will take place from 11:15 to 12:45. 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 per week after school & during lunch recess () [] HOURS [X] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 19,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 19,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 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 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kelly Wilson

Digitally signed by Kelly Wilson
Date: 2023.06.09 11:07:33 -07'00'

CEO

Contractor Signature

Title

IRS Identification Number

68-0028682

Title

CEO

Address

753 Lowell Avenue

Tracy, CA 95376

Tracy Unified School District

Date

Account Number to be Charged

01-3010-0-1110-5800-340-3002

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: June 5, 2023
SUBJECT: Approve Agreement for Contract Services between Bureau of Education & Research and Duncan Russell Community Day School for the 2023-2024 School Year

BACKGROUND: Duncan Russell students qualifies for CSI (Comprehensive Support and Improvement) under the new accountability system, with the Dashboard Indicator subgroup (socioeconomically disadvantaged students) data for having a very high suspension rate. Currently, state data shows that over 25% of our student population was suspended at least day. Duncan Russell teachers and staff will need strategies for building a more productive learning environment creating quality relationships, strengthening interpersonal skills, and promoting high-quality instruction.

RATIONALE: Duncan Russell teaching and support staff has changed by 100%. The introduction and implementation of behavior expectations using proven strategies and techniques is needed across the school. The Bureau of Education and Research (BER) is one of the leading providers of professional development and PD training resources for educators in North America. BER provides practical strategies and techniques in restorative practices that can be immediately implemented. Additionally, BER will provide a handbook of strategies & resources for each attendee. This agenda item meets the SPSA Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$5,052.00, will be paid from Title 1 Carry Over Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Bureau of Education & Research and Duncan Russell Community Day School for the 2023-2024 School Year.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.

AGREEMENT FOR SERVICES

AGREEMENT made this 16th day of May 2023 by and between **Duncan Russell Community Day School**, an educational institution, and **BUREAU OF EDUCATION & RESEARCH**, a Washington corporation located at 915 118th Avenue SE, Post Office Box 96068, Bellevue, Washington 98009 (hereinafter referred to as "BUREAU").

SERVICES TO BE PERFORMED

1. *Jo Ann Freiberg*, consultant, will present *Restorative Practices in the Classroom: Build Better Relationships and More Effectively Manage Student Behavior* for a maximum of 5 instructional hours on Wednesday, August 2, 2023 for 7 educators from the educational institution identified above for a fee of \$5,052.
2. A 15% non-refundable payment in the amount of \$758 is required upon the signing of the contract. The final payment is due within 30 days of the date of service.
3. You may increase the number of educators in attendance for training. For each person above the number in paragraph (1), the fee will be increased by \$20 per person and we will deliver the additional handbooks if the number is adjusted at least 20 days prior to the date of training. If you notify us with fewer than 20 days, the fee will still be increased by \$20 per person, but we will be unable to guarantee that the additional handbooks can be provided.
4. The agreed upon fee will increase if the consultant's travel expenses increase by more than \$100 from the time the contract is signed. You will be notified of any increases and will be able to withdraw from the agreement if the increased travel expenses are not acceptable. All other costs are fixed and will not change.
5. The BUREAU will provide the consultant's compensation, all travel expenses (including airfare, hotel, per diem for meals, and ground transportation), and resource handbooks for all participants.
6. If the educational institution chooses to schedule any follow-up training(s) with the above named consultant in the next 48 months, it agrees to contract such training through the BUREAU.
7. The educational institution will provide audio-visual equipment including a lapel microphone; 10' Screen; LCD Projector; power strip and extension cord; sound system; the meeting facility; an on-site coordinator; and lunch and refreshments (i.e. water) for the consultant.

RESCHEDULING POLICY

If the educational institution reschedules the course at any time after airfare is purchased, any change fees associated with the travel will be added to the contract fee. If the reason for the reschedule is due to COVID-19, BER will work with the educational institution following the recommendations of the CDC and government officials regarding health and travel concerns. BER may have to cancel or reschedule this event if government guidelines or instructor health precludes the instructor traveling to the site.

CANCELLATION POLICY

If the educational institution cancels the course from the date of this contract to 30 days before the course date, an amount of 15% of the contract fee will be paid by the educational institution.

If the educational institution cancels the course from 29 days to 48 hours before the course date, an amount of 25% of the contract fee will be paid by the educational institution.

If the educational institution cancels the course with less than 48 hours prior to the expected start time of the course, the total contract fee will be paid by the educational institution.

AUTHORIZED REPRESENTATIVE
OF EDUCATIONAL INSTITUTION

By: (signature) *Traci L. Mitchell*

(print name) Traci L. Mitchell

(title) Principal

(institution) Duncan Russell Community Day School

Date: 5/16/2023

BUREAU OF EDUCATION & RESEARCH,
a Washington corporation

By: (signature) *Richard W. Herzberg*
Richard W. Herzberg, Ph.D.
Executive Director

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Date: 5/18/2023



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 27, 2023
SUBJECT: Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School during the 2023-2024 School Year

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level. Since our pilot of Read 180 as a stand-alone literacy program in 2017, our data has continued to show that it raises literacy rates for our students. Read 180 also creates a positive relationship between students and literature.

RATIONALE: Read 180 is a literacy intervention program supported by the State Board of Education. Students participating in this program enroll in this class as their elective. Students remain in the program until they reach the correct Lexile level for their grade level or meet goals specific in an IEP. Upon reaching their goal, students exit the program and select another elective. This aligns with Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: Title 1 District Funding will cover license fees, subscriptions, and texts at \$24,294.37.

RECOMMENDATION: Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2023-2024 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Houghton Mifflin Harcourt Publishing Company, 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:
1. Read 180 technical services: Renew literacy intervention program for 120 licenses; Hosting services for renewal period: 8/8/23-8/7/24. License Subscription Fees 120 at \$169.00 = \$20,280.00
2. Real Books (texts billed separately) 100 at \$32.65 = \$3265.00
3. Annual Reading Counts Subscription 120 at \$4.00 = \$480.00

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

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

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

- a. District shall pay \$24,294.37 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$24,294.37. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 8/8/23, and shall terminate on 8/7/24.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

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: June 9, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2023-2024 School Year

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

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily, for the 2023-2024 school year. They will provide tutoring, mentorship, behavior support, restorative practices and counseling for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #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: The cost, not to exceed \$120,000.00 will be paid for through Title 1 Carry Over Funds.

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

Prepared by: Mrs. Susan E. Hawkins, North 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 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 an academic tutor/behaviorist 7 hours per day to assist and support academic achievement in the classroom.
The academic tutor/behaviorist will provide tutoring, restorative practices, behavior support, positive development of academic skills and confidence.

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

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

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

- a. District shall pay \$ 110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 7, 2023, and shall terminate on March 8, 2024.

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

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

83-0818579

IRS Identification Number

CEO

Title

401 E Main Street

Address

Stockton, CA 95262

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 7, 2023
SUBJECT: Approve Contract with Affinity Transportation LLC to Provide Transportation Services for Special Education Students to a Non-Public School for the 2023-2024 School Year

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

RATIONALE: Districts must offer transportation services including, when necessary, transport services. 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 \$230,000.00 for transportation services. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract with Affinity Transportation LLC to Provide Transportation Services for Special Education Students to a Non-Public School 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 Affinity Transportation 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: Will provide curb-to-curb transportation services for Tracy Unified School District students to and from their Non-Public School of attendance.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Non-Public School.

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

- a. District shall pay \$575.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$230,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 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 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

 **CEO**
Contractor Signature Title

88-2697608

IRS Identification Number

Affinity Transportation

Title

1940 Heather Ct, CA, 95377, United States

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: June 7, 2023
SUBJECT: Approve Contract Service Agreement with Integrated Pediatric Therapy, Inc. for an Independent Educational Evaluation for Occupational Therapy

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

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

FUNDING: Expenses for this contract are \$2,600.00 per comprehensive Occupational Therapy IEE. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement for Integrated Pediatric Therapy, Inc. for an Independent Educational Evaluation (IEE) for Occupational Therapy.

Prepared by: Sean Brown, Director of Special Education.

AGREEMENT TO PROVIDE AN INDEPENDENT EDUCATIONAL EVALUATION

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

RECITALS

- A. Tracy Unified School District ("District") consented to an independent educational evaluation ("IEE") for [REDACTED] be provided at no cost to Parents.
- B. District consents to **Gandhi Murugappan OTR/L, Occupational Therapist of Integrated Pediatric Therapy** as the independent assessor.
- C. Parents consent to an IEE fee of **\$2600** (the "IEE Fee") to be paid by the District.

AGREEMENT

BUSINESS NAME: Integrated Pediatric Therapy

ADDRESS: 7000, Atlas Peak dr, Dublin, Ca-94568

MAILING ADDRESS: 7000, Atlas Peak dr

CITY: Dublin

STATE: CA

ZIP: 94568

PHONE: 480-729-5700

FEDERAL TAX I.D. NUMBER: **81- 5075489**

1. DESCRIPTION OF SERVICES (SCOPE OF WORK)

Gandhi Murugappan Licensed Occupational Therapist Vendor shall provide the following services (the "Services") to [REDACTED] child of [REDACTED] to Conduct an IEE of the student. (IEE as used herein means an evaluation conducted by a qualified examiner who is not employed by the public agency responsible for the education of the child in question.)

ii. Provide a written report of the results of the IEE to Parents and District. iii. If requested by Parents or District, attend one (1) individualized education program ("IEP") team meetings to report on the results of the IEE at a time mutually agreeable to the Parents, Vendor and District.

iv. All reports prepared or produced during the course of providing the Services shall be jointly owned by and jointly assigned to Parents and District.

v. The Services must be completed in a good and workmanlike manner in accordance with the generally accepted standard of care in the industry.

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

3. TERM AND TERMINATION

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

4. TAX REPORTING/PAYMENT

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

5. SUBCONTRACT OR ASSIGNMENT

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

6. INDEPENDENT CONTRACTOR STATUS

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

7. GOVERNING LAW/VENUE

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

8. NOTICES

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

A. upon actual delivery, if delivery is by hand or courier service; or

B. upon receipt by the transmitting party of confirmation or answer back if delivery is by

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

9. MISCELLANEOUS

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

10. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an

original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

PARENTS

By:

By:

Integrated Pediatric Therapy

Printed Name:

Printed Name: Gandhi Murugappan

Date: 6-6-2023

Title: Founder, Integrated Pediatric
Therapy .

By:

Gandhi Murugappan (Electronically signed)

Printed Name:

Date: 05/05/2

Date: 6/6/2023

THIRD PARTY OBLIGOR.

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

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

By:

Printed Name:

Title: Date:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2023
SUBJECT: Approve Service Contract Agreement with Valley Community Counseling Services Inc. for a Licensed Marriage and Family Therapist for the 2023-2024 School Year

BACKGROUND: Under the provisions of AB 114, school districts must now provide any mental health services necessary for students with disabilities to receive Free and Appropriate Public Education (FAPE) or benefit from the special education program. Valley Community Counseling will provide licensed marriage and family therapists to provide individual and group counseling, primarily at the high schools. Valley Community Counseling will also provide mental health services to parents as indicated through the IEP process and as necessary for Special Education students to receive a Free and Appropriate Public Education (FAPE) as required by AB114. Board Approval is necessary in order to stay in compliance with legal IEP timelines.

RATIONALE: School districts are now required to provide mental health evaluations and concurrent behavior analysis to children with IEPs. Tracy Unified School District (TUSD) is utilizing outside sources to provide training to current psychologists as well as consultation for higher levels of need that TUSD must service under the AB114 regulations. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Expenses for this contract are billed at \$80.00 per hour. The district is expecting a need of 70 hours per week. Total contract expenses will not exceed a total of \$215,000.00 for the 2023-2024 school year. Funding for Mental Health expenses are budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Service Contract Agreement with Valley Community Counseling Services Inc. for Licensed Marriage and Family Therapist for the 2023-2024 School Year.

Prepared by: Sean Brown, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Valley Community Counseling, 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: Provisions of licensed marriage family therapist(s) to provide mental health services to individual students, group of students and/or parent trainings /therapy as determined by the IEP. Consultation to school psychologists and students regarding mental health needs of students; attendance at IEP meetings; development of mental health related IEP goals and objectives; mental health specific assessments as 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 70 Hours Per Week () [| HOURS | | DAYS, under the terms of this agreement at the following location TUSD School Sites.

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

- a. District shall pay \$80.00 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$215,000.00. 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:

 Exec. Director

Contractor Signature

Title

94-2468972

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: June 5, 2023
SUBJECT: Approve Agreement for Contract Services between IXL Learning and Duncan Russell Community Day School for the 2023-2024 School Year

BACKGROUND: Duncan Russell students qualifies for CSI (Comprehensive Support and Improvement) under the new accountability system, with the Dashboard Indicator subgroup data. Currently, state data shows that there is an increase in the number of students not meeting grade level standards. Duncan Russell has a need for intervention in reading and math. IXL Learning has partnered with other TUSD schools for the 2022-2023 school year seeing academic growth.

RATIONALE: Duncan Russell teaching and support staff has changed by 100%. The introduction and implementation of a new intervention program (IXL) is needed to implement with fidelity across the school. This professional development will be held during Early Release Monday. This agenda item meets the SPSA Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups.

FUNDING: The cost, not to exceed \$2,500.00, will be paid from Title 1 Carry Over Funds.

RECOMMENDATION: Approve Agreement for Contract Services between IXL Learning and Duncan Russell Community Day School for the 2023-2024 School Year.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: IXL Flex On-Site (2-hour on-site plus optional 60 minute session for district and site leaders) Professional Learning Session.

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 [] DAYS, under the terms of this agreement at the following location Duncan Russell Community Day School.

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

- a. District shall pay \$ 2,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 2,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -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 21, 2023, and shall terminate on August 22, 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, Juliana 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:

P. M. ... CEO
Contractor Signature Title

Tracy Unified School District

IRS Identification Number
94-3321802

Date

Title
IXL Learning, Inc.

Account Number to be Charged

Address
777 Mariners Island Blvd., Suite 600

Department/Site Approval

San Mateo, CA 94404

Budget Approval

Date Approved by the Board



PROFESSIONAL LEARNING SERVICES QUOTE

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

QUOTE # 4629922-2023-001
DATE: MAY 17, 2023

TO:
Traci L Mitchell
Duncan Russell Community Day School
650 W 10th Street
Tracy, CA 95376

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	QUOTE VALID UNTIL
Chad Fescue	A23-4629922	June 17, 2023

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL Flex On-site (2-hour on-site plus optional 60-minute session for district and site leaders)	\$2,500.00	\$2,500.00
SUBTOTAL			\$2,500.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$2,500.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click [here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 4629922-2023-001. For international accounts, we can accept wire transfers for an additional fee.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 27, 2023
SUBJECT: Approve Agreement for Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Monte Vista Middle School during the 2023-2024 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Monte Vista Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community, and to facilitate a partnership to support student achievement. This supports District Strategic Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The District shall pay a flat fee of \$12,500 for the signature program in English and Spanish. The funding source will come from the Expanded Learning Opportunity Grant.

RECOMMENDATION: Approve agreement for Contract Services with Parent Institute for Quality Education (PIQE) to provide training for parents at Monte Vista Middle School during the 2023-2024 school year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Parent Training Course for the parents and families of students enrolled in Monte Vista Middle School. The parent training is designed to develop skills and techniques which will enable parents to address the educational needs of their school-age children.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Zoom 6 days, MVMS 2 days.

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

- a. District shall pay \$12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$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 August 30, 2023, and shall terminate on October 25, 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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:

Contractor Signature _____ Title _____
Gabriela Rios 
IRS Identification Number _____
33-0259359
Title _____
Executive Director
Address _____
3641 Michell Rd Ste H
Ceres Ca 95307

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



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Dr. Barbara Silver, School Principal
From: Gabriela Rios, Executive Director
Date: June 1, 2023

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

RECITALS

- A. Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12** for the parents of the children enrolled in the school identified above. PIQE will recruit parents by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.
- B. Time of Class: **TBD** Morning _____ Evening _____
- C. Type of Class: **Virtual (V)** ☒ _____, Hybrid (H) _____, In-Person (P) _____

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

Session Dates: **August 30, 2023 - October 25, 2023**

- D. Compensation: a flat fee of **\$12,500.00** for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- E. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes

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

can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

F.

Location: **Virtual**

School funding: _____

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


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

I accept these services at **Monte Vista Middle School** under the terms and conditions noted.

Dr. Barbara Silver, School Principal

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 13, 2023
SUBJECT: **Approve Out of State Travel for Three Educational Services Staff to attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Atlanta, Georgia, November 7-9, 2023**

BACKGROUND: TUSD has used the “whole child” approach in its development of a multi-tiered system of support for Social and Emotional Learning (SEL) over the course of several years. This “whole child” approach to education challenges educational leaders to consider all of the systems that affect student achievement. This means beyond the academic system, which are non-academic in a child’s life, such as their social and emotional spheres. Depending on how healthy the skills and systems are within these other realms for each student, determines whether or not these social and/or emotional systems will serve as academic enablers or disablers for each student.

The Collaborative for Academic, Social and Emotional Learning (CASEL) collaborate with leading experts and support districts, schools and states nationwide to drive research, guide practice, and inform policy. CASEL will host its inaugural Social and Emotional Learning Exchange on November 7, 8, and 9, 2023. The conference will help participants forge new alliances and gain new insights, empowering and inspiring their future efforts to ensure that education focuses on developing the whole child.

RATIONALE: Tracy Unified School District is committed to providing Social and Emotional Learning to all of its students in K-12 setting. Currently, the district provides Tier 1 SEL core curriculum to grades K-8. Attending this training will enable sustaining implementation and guidance to educators already providing this instruction for grades K-8 and to better understand techniques and Tier 1 SEL applications for high school students. The ultimate goal of the district is to expand this “whole child” approach and MTSS for SEL to the high school level as well. The CASEL Exchange is the perfect setting for TUSD Educational Leaders to learn best practices and evidence-based applications for SEL continued implementation, sustainability, and effective applications at K-12 grade levels. Additionally participating in this training aligns with District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and 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: The total cost for three participants to attend the CASEL Social and Emotional Learning Exchange is approximately \$9,000.00. Registration fees total \$3,000.00, hotel costs and meals is approximately \$2,300.00 and airfare, transportation and parking is approximately \$3,700.00. The funds to support this conference will be paid out of LCAP and MHSSA grant funds.

RECOMMENDATION: Approve Out of State Travel for Three Educational Services Staff to attend The Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Atlanta, Georgia, November 7-9, 2023.

Prepared by: Samia Basravi, Coordinator of Prevention Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 13, 2023
SUBJECT: Approve Out of State Travel for the Coordinator of Prevention Services, Community Family Services Advisor, and two Parent Liaisons to attend the National Assoc. for the Education of Homeless Children and Youth (NAEHCY) – Annual Conference in New Orleans, Louisiana, November 11-14, 2023

BACKGROUND: The National Association for the Education of Homeless Children and Youth (NAEHCY) provides direction to school districts across the country in order to help improve equity among homeless student populations. Each year, an annual conference provides four days of breakout sessions, which are based around a variety of aspects connected to improving student success for this vulnerable population. Examples of such trainings are learning best practices for identifying and supporting homeless youth, creating transportation policies and procedures to reduce chronic absenteeism among the homeless student population and implementing staff development to improve sensitivity and awareness among school staff members regarding the plight of homeless students and families.

RATIONALE: The Tracy Unified School District currently has over 700 identified homeless students under the definition of homelessness provided by the federal protective legislation entitled “The McKinney -Vento Act.” In accordance with this guiding law, TUSD’s Office of Prevention Services strives to create and implement best practices that promote that promote improved student outcomes for students who currently live in unstable housing situations. Specifically, the Coordinator of Prevention Services who serves as the Homeless Liaison for the Tracy Unified School District and is responsible for creating and sustaining a program that gives academic, attendance, social and emotional aid to homeless students, for the purpose of improved student outcomes. The Community Family Services Advisor is responsible for managing, maintaining, and creating intervention opportunities for all students including students and families facing homelessness. The Parent Liaisons work on the front lines of the district’s homeless program and provide direct services to families whenever necessary. Attending this training benefits those who work within the district’s homeless program, to ensure that the district has a program aligned to all changing homeless student legislation. In addition, this training is supported by TUSD’s Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and TUSD’s 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: Airfare, hotel, and conference registration for four attendees will not exceed \$11,000.00. This will be paid using a combination of District Title 1 funds and ARP HCY II grant funds. Registration fee is \$800 per person (\$3,200 in total), estimated hotel accommodations are \$4,800.00 in total and airfare is estimated to cost \$3,000 in total.

RECOMMENDATION: Approve Out of State Travel for the Coord. of Prevention Services, the Community Family Services Advisor and two Parent Liaisons to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in New Orleans, Louisiana, November 11-14, 2023.

Prepared by: Samia Basravi, Coordinator of Prevention Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 13, 2023
SUBJECT: **Approve the Purchase of Satchel Pulse; SEL Tier 1 and Tier 2 Intervention for High School Students Exhibiting Behavioral Stressors**

BACKGROUND: Tracy Unified School District is continuously building and improving on its' implementation of multi-tiered systems of support (MTSS) for Social and Emotional learning (SEL). Currently, students in grades K-8 are receiving Tier 1 SEL Second Step core curriculum which is a classroom-based intervention. Skills taught within this curriculum involve empathy, skills for learning, emotional regulation and problem solving. TUSD's efforts to expand Tier 1 and Tier 2 into high schools will support the struggle with SEL deficits in grades 9-12. Satchel Pulse is an online platform offering students Tier 1 and Tier 2 supports tailored to individual students' needs. This will be a piloted program for students experiencing behavioral issues and may serve as an interim intervention to avoid Tier 3 disciplinary repercussions. Satchel Pulse is aligned with the CASEL (Collaborative for Education, Social and Emotional Learning) framework competencies. This program will allow educators to assign lesson plans to meet the students' individual needs and to monitor their progress.

RATIONALE: Tracy Unified School District is committed to providing Social and Emotional Learning to all of its' students in a K-12 setting. Currently, the district provides Tier 1 SEL core curriculum to grades K-8 however, there is no SEL Tier 1 or Tier 2 intervention available to students in grades 9-12. To continue supporting students in high school with the "whole child" approach, Satchel Pulse will provide research based MTSS specifically to students who have exhibited behavioral outbursts which may result to disciplinary actions. The core focus of this program is to enable students to better understand stress management, impulse control, respect for others, self-discipline, social awareness, and various other factors that contribute to behavioral issues. This piloted program will serve up to 1,000 high school students. Additionally, this program aligns with District 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 to purchase this curriculum is \$15,200.00 and will be funded using Behavioral Health Services – Substance Use Disorder (SUD) grant funds.

RECOMMENDATION: Approve the Purchase of Satchel Pulse; SEL Tier 1 and Tier 2 Intervention for High School Students Exhibiting Behavioral Stressors.

Prepared by: Samia Basravi, Coordinator of Prevention Services.



Partnership proposal for

Tracy Unified School District

Support every student by measuring, planning and delivering targeted tiered social emotional learning interventions.



This video content can't be
viewed offline



Overview & goals

Dear Samia,

Following our conversation, I have outlined the full details included in this proposal.

Tracy Unified School District recognizes the importance of developing Social Emotional Learning (SEL) competencies in order to drive academic outcomes and develop students that will thrive within our communities.

Using our solution, you can effectively screen all of your students and identify the SEL need following the CASEL framework.

Students can be placed into appropriate tiers for support following the same assessment process of RTI and/or MTSS for academic interventions and support.

Through diagnostic assessments support staff will be able to identify individual needs at the sub-skill level and allow for targeted intervention and support utilizing any existing curriculum content or resources or supplementing them with Satchel Pulse's evidence and CASEL aligned intervention strategies and lessons.

Our platform allows for any intervention or support to be monitored over time to ensure progress is made by the student with the ultimate goal of moving students out of additional support and developing their SEL competencies.

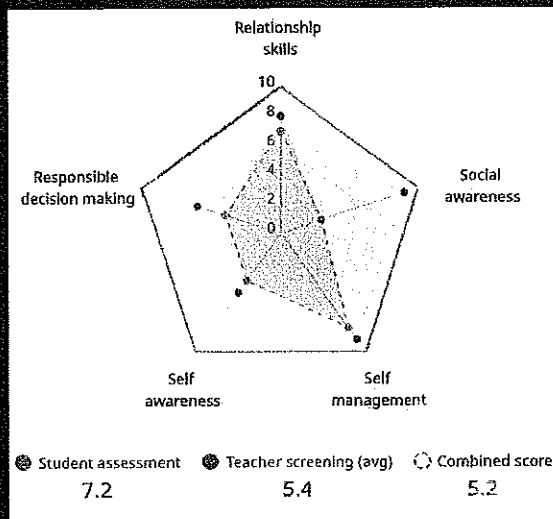
Our experienced team of former district/school administrators, instructional coaches and school psychologists are key to ensuring a successful partnership for the long term.

We look forward to partnering with you for the long term and welcome questions and feedback you may have.

Sincerely,

Joriah Dering

Regional Sales Manager



Visualize any and every student's social emotional skillset.

What we offer (software and services)

SEL solution powered by Satchel Pulse

We take the burden out of identifying SEL competencies.

Using our software, we send automated timely and relevant reminders to each stakeholder, empowering them to provide assessment on any device which is age and language appropriate.

We adopt a student centered approach for screening assessments.

Using our software, we send automated timely and relevant reminders to each stakeholder, empowering them to provide assessment on any device which is age and language appropriate.

We make it easy to monitor tier movements.

We will analyze and make tiered recommendations as well provide targeted intervention lessons. We provide out-of-the-box tools for tier placements, intervention grouping and targeted resources. We also provide clear information on the effectiveness of the work carried out with students to ensure progress is being made.

We provide an integrated solution with resources and progress monitoring.

We provide all of the tools to measure intervention progress using rubrics and other measures. We also have a vast library of SEL lesson plans and intervention produced by our own team and work with reputable SEL curriculum providers and publishers.

Training and support through multiple channels to suit the needs of the school district.

We provide ongoing support through various channels such as email, telephone, in-app chat, and access to our resource center where we provide on-demand training and video guides available 24/7.

Constant's constant support. She is always available to answer any question, walk me through the platform and discuss all of the ways in which Satchel Pulse can work for our district!"

Tabitha Watjen
Social Emotional Learning Facilitator
East Providence School District

Partnership Responsibilities

First month

Appoint a key project point of contact for the project to support activities required to go live.

Monthly thereafter

Complete all training and ensure key stakeholders have completed the training before using the product.

End of year summary


Attend the meeting and invite relevant colleagues to listen and go through the data to support planning and improvements for the next assessment cycle.

Back to school prep

The district point of contact will support getting data ready for the new school year.

A detailed project plan will be provided once we have engaged formally.

Satchel Pulse

- ✓ Approve all student recommendations
-  Approve all student matching tier scores

Structure your MTSS at the click of a button.

Your Investment

Software licenses modules:

- CASEL screening assessment (student and teacher)
- Diagnostic assessments

Services included:

- Dedicated account manager (one contact point)
- User setup and systems/SIS integrations

- Tier recommendation placement tools

- School and district-wide SEL dashboard

- School and district-wide intervention library

- Accessibility and translations

- Report engine

- Training for District staff and Principals

- On-Demand access to training and videos

- 1-2-1 monthly check-in with district leadership

- Email support within 12 hours

- Telephone support from 9am to 5pm CST

- In-app chat support from 9am to 5pm CST

We have a range of Premium SEL courses and services available to support your district.

Training Packages

	Standard Partnership	Gold Partnership
Live onboarding support from your Satchel Pulse Partner Success Manager	X	X
Kickoff training with your Satchel Pulse Educational Consultant	X	X
On-demand training center	X	X
Student, parent, and staff implementation resources	X	X
Live train-the-trainer training with your Satchel Pulse Educational Consultant for: Tier placement Intervention library Progress monitoring	X	X
Custom report(s)		1
Post-screening data dive meeting with your Satchel Pulse Educational Consultant	X	X
10 hours of project management and/or professional development from or Education Consultants		X

Quote

For 4 schools

1 year option



SUBTOTAL

\$15,200.00

✓ Selected

Description	Item	Quantity	Price
Core License			
Skills MTSS (per student) - Including Intervention Plans	\$5.50	1000 Students	\$5,500.00
Integration (per school)	\$200.00	4 Unit	\$800.00

Additional options



Student Portal (per school)

\$1,500.00

4 Unit

\$6,000.00

Training (either/or)

Description

Item

Quantity

Price

Standard Product Training

\$1,900.00

1 Unit

\$1,900.00



Gold Partnership

\$2,900.00

1 Unit

\$2,900.00

Total

\$15,200.00



Satchel Pulse

Tier 1 View all 92 students	92	Tier 2 View all 12 students	12	Tier 3 View all 4 students	4
Movement		Movement		Movement	
13	In from tier 2	9	In from tier 1	2	In from tier 1
10	In from tier 3	1	In from tier 3	1	In from tier 2
69	stayed in tier 1	2	stayed in tier 2	1	stayed in tier 3

Monitor progress across all of your schools from one screen.

To officially start your Satchel Pulse SEL please click below:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2023
SUBJECT: Approve Master Contract for Non-Public School Anova Center for Education for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) for placement of Special Education Students at Anova Center for Education in Concord, CA. The District's Special Education Administration would like to contract with Anova Center for educational placement for the 2023-2024 school year.

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 \$86,000.00 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 (MC) for Non-Public School Anova Center for Education 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: June 6, 2023
SUBJECT: Approve Master Contract with Creative Alternatives Inc. for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Creative Alternatives, Inc. in Turlock, CA. The District's Special Education administration would like to contract with Creative Alternatives Inc., for the 2023-2024 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 2023-2024 regular school year and related services will not exceed \$550,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) with Creative Alternatives for the 2023-2024 School Year.

Prepared by: Sean Brown, Director of Special Education.



EDUCATIONAL SERVICE MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 1, 2023
SUBJECT: Approve Master Contract for Non-Public School Point Quest Education for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at Point Quest Education Lodi, CA. The District's Special Education administration would like to contract with Stockton Educational (SEC) Center for the 2023-2024 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 \$525,000.00. 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 for Non-Public School Point Quest Education 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: June 1, 2023
SUBJECT: Approve Master Contract for Spectrum Center – Antioch Campus, NPS for 2023-2024 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement at Spectrum Center – Antioch Campus. The District’s Special Education administration would like to contract with Spectrum Center – Antioch Campus for the 2023-2024 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 this contract will not exceed \$90,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Spectrum Center – Antioch Campus, NPS for 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: June 27, 2023
SUBJECT: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to provide services to Monte Vista Middle School for the 2023-2024 School Year

BACKGROUND: The Boys and Girls Club of Tracy has provided after school services in the community at school sites for over 25 years. Monte Vista Middle School wishes to continue our partnership with the Boys and Girls Club of Tracy as they provide after school programs that the district cannot. Students have the opportunity to participate in tutoring, sports, art, nutrition, and other programs. Many of our students would be home alone, unsupervised, were it not for the Boys and Girls Club. Students can stay "checked in" until parents arrive at 6:00pm.

RATIONALE: Providing a safe environment where students can learn after school is vital for students to discover and develop their full potential. Monte Vista Middle School's partnership with the Boys and Girls Club provides a wealth of after school opportunities that are positive, enhance academics, encourage physical fitness, and are community oriented. This agenda request supports District Strategic Goal #1: Ensure students are prepared for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The cost, not to exceed \$20,000, will be paid from Title I Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the Boys & Girls Club of Tracy to provide services to Monte Vista Middle School for the 2023-2024 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 after school activities, tutoring, sports, and nutrition 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 days a week () [] HOURS [] DAYS, under the terms of this agreement at the following location Monte Vista Middle School.

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

- a. District shall pay \$ 20,000 per [] HOUR [] 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 \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 8/7/23, and shall terminate on 5/31/24.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kelly Wilson Digitally signed by Kelly Wilson
Date: 2023.05.30 08:25:33 -07'00' CEO

Contractor Signature Title
68-0028682

IRS Identification Number
CEO

Title
753W. 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: June 5, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Academic Tutoring for the 2023-2024 School Year

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, and behavior services. TUSD schools and F.A.C.E.S. began a partnership in providing academic tutoring services to further meet the academic needs of our students. The F.A.C.E.S. staff will provide academic tutoring, mentorship, behavior supports and positive development of social skills, restorative practices, and positive development of academic skills for all students on campus.

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent Duncan Russell's student population and proven success impacting student academic achievement and behaviors. F.A.C.E.S. is certified by the National Tutoring Association. They will provide one academic tutor, 181 days, 35 hours per week at Duncan Russell Community Day School for the 2023-2024 school year. There is no cap on the number of students they can serve. They will provide services that include mentorship, academic tutoring, and behavior support. This aligns with Strategic Goals #1 of our SPSA's to prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups.

FUNDING: The cost, not to exceed \$80,000.00, will be paid from Title 1 Carry Over Funds and \$35,000.00 from Comprehensive Support and Improvement (CSI) Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Academic Tutoring for the 2023-2024 School Year.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 academic tutor to assist and support student academic achievement in the classroom. The academic tutor will provide 7 hours per day not to exceed 35 hours a week. Services will include academic tutoring, mentorship, behavior support, positive development of academic skills and confidence.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 129 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Duncan Russell Community Day School.

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

- a. District shall pay \$\$600 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$80,000.00. 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 2, 2023, and shall terminate on March 8, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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

1. Contractor shall perform the following duties: Provide 1 academic tutor to assist and support student academic achievement in the classroom. The academic tutor will provide 7 hours per day not to exceed 35 hours a week. Services will include academic tutoring, mentorship, behavior support, positive development of academic skills and confidence.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 52 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Duncan Russell Community Day School.

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

- a. District shall pay \$\$600 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$35,000.00. 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 March 18, 2024, 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: June 5, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Behaviorist Services in 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, and behavior services. TUSD schools and F.A.C.E.S. began a partnership in providing behavior technicians to meet the increased social emotional needs of students. F.A.C.E.S. offer campus support through mentorship, behavior supports and positive development of social skills, as well as restorative practices for all students on campus.

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. They will provide one behaviorist technician, 181 days, 7 hours daily at Duncan Russell Community Day School for the 2023-2024 school year. They will provide services that include mentorship, behavior support, restorative practices, grief and loss groups, addiction, and trauma counseling to assist students overcome behavior challenges. This aligns with Strategic Goals #2 of our SPSA's to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$100,000.00, will be paid from Title 1 Carry Over Funds and 41,000.00 from Comprehensive Support and Improvement (CSI) Funds.

RECOMMENDATION: Approve Agreement for Contract Services Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Behaviorist Services for the 2023-2024 School Year.

PREPARED BY: Mrs. Traci L Mitchell, Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education 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 push into classes to assist 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 developments 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 129 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Duncan Russell Community Day 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 \$100,000.00. 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 2, 2023, and shall terminate on March 8, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED

Contractor Signature

Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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 push into classes to assist 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 developments 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 52 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Duncan Russell Community Day 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 \$41,000.00. 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 March 18, 2024, 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
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: June 1, 2023
SUBJECT: Approve Master Contract for Stockton Educational Center (SEC), NPS for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at Stockton Educational Center (SEC) in Stockton, CA. The District's Special Education administration would like to contract with Stockton Educational (SEC) Center for the 2023-2024 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 this contract are billed at 200 days. Total contract expenses will not exceed \$1,100,000.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Stockton Educational Center (SEC), NPS 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: June 1, 2023
SUBJECT: Approve Master Contract for Summa Academy, Non-Public School for the 2023-2024 School Year

BACKGROUND: Board approval is requested to increase funding to support the Non-Public School (NPS) placement of Special Education students at Summa Academy. The District's Special Education administration contracts with Summa Academy for the 2023-2024 school year to provide placement pursuant to students and their IEP. Approval is necessary to continue our contract and remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, placement at Non-Public schools. 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 this contract will not exceed \$132,000.00. Special Education contract expenses and related services are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Summa Academy, Non-Public School 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: June 12, 2023
SUBJECT: **Ratify Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2022-2023 School Year**

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with their partner, the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway (PreK-12 STEM)*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. It ensures that every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in STEM learning. This contract provides all TUSD 4th grade students with access to the SJCOE Durham Ferry Outdoor Education Center from each of the TUSD elementary schools.

RATIONALE: This contract ensures that all 4th grade students, including students accessing the general education curriculum and the special education curriculum, are provided access to rich field experiences that include learning about the natural and human systems in the context of our local river systems. This field experience for students is directly related to California's Next Generation Science Standards (NGSS).

The SJCOE Durham Ferry contract services were provided from October 2022 to April 2023 of which approval of this agenda item will authorize payment for services rendered.

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.

FUNDING: The cost for this training and support is not to exceed \$13,650. It will be paid from ESSER III funds.

RECOMMENDATION: Ratify Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to Durham Ferry Outdoor Education Center for the 2022-2023 School Year.

Prepared by: Dean Reese, Director of STEM Curriculum and Local Assessment.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Department, 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: SJCOE STEM Department will provide TUSD with SJCOE Durham Ferry Outdoor Education field trips for TUSD 4th graders. Field trips will consist of facilitated BioBlitz events and other student activities.

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 ¹² () [] 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 \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$13,650. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on October 20, 2022, and shall terminate on April 27, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Dean Reese, at (209) 830.3275 x1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

06/14/2023

A. Arnold

Contractor Signature Title

Division Director of STEM Programs

IRS Identification Number.

Title *Warren Sun* 06/14/2023
Address
Divison Director of Operations

Tracy Unified School District

6/12/23

Date

01-3219-0-1110-1000-5800-800-2035

Account Number to be Charged

Ed. Services/STEM

Department/Site Approval

Budget Approval

Date Approved by the Board



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 "TUSD," intend to work together towards the mutual goal of providing high quality STEAM teaching and learning opportunities.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2022-2023 school year.

I. SCOPE OF WORK

a. SJCOE STEM Department will provide the following services:

- San Joaquin County Office of Education Durham Ferry will provide facilitators to provide BioBlitz professional development and student activities

Specific Days and Times:

Date(s)	School(s)	Number of Students	Number of Classes	Cost
October 20, 2022	Bohn	68	3	\$1,050.00
October 27, 2022	Central	82	4	\$1,400.00
November 3, 2022	SWP Bilingual	69	3	\$1,050.00
November 10, 2022	SWP	72	3	\$1,050.00
November 17, 2022	North	69	3	\$1,050.00
January 26, 2023	Hirsch	74	3	\$1,050.00
March 2, 2023	McKinley	72	3	\$1,050.00
March 9, 2023	Kelly	100	4	\$1,400.00
March 23, 2023	Freiler	94	3	\$1,050.00
March 30, 2023	Poet Christian	54	2	\$700.00
April 6, 2023	Jacobson	112	4	\$1,400.00
April 27, 2023	Villalovoz	99	4	\$1,400.00
Total Cost				\$13,650.00



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

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from October 1, 2022 – May 30, 2023.

III. COMPENSATION

- a. Professional learning costs (which include preparation, travel, and materials).
I. TUSD will pay SJCOE in the account of \$16,650.00 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of 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.

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

☐ Yes ☐ No
☐ Yes ☐ No

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

Annie Cunial

Annie Cunial, Div. Director of STEM Programs
09/08/2022

Date

Warren Sun

Warren Sun, Div. Director of Operations
09/08/2022

Date

TRACY UNIFIED SCHOOL DISTRICT

Robert A. Pecot

Robert Pecot, Assist. Supt. Business Services
09/08/2022

Date



ADDENDUM (A) TO MEMORANDUM OF UNDERSTANDING

For: Tracy Unified School District

By: San Joaquin County Office of Education

March 29, 2023

This addendum supersedes the original MOU:

Overall Goals and Scheduled Days: See original MOU. This addendum is to update the Scope of Work.

- SJCOE STEM department will provide one provider from Durham Ferry Outdoor Education Center, Kristine Stepping, to help students participate in hands on learning stations with the help of an onsite teacher who can assist in both leadership and supervision.
- Update location for Poet Christian Field Trip for March 30, 2023

Date(s)	Location	Topic
3/30/2023	Poet Christian Elementary 1701 S Central Ave Tracy, CA 95376	Durham Ferry Meander

Total Proposed Costs to be invoiced at the completion of the grant: \$13,650.00.

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

A Cunial

Annie Cunial, Div. Director of STEM Programs

Robert Pecot, Assist. Supt. Business Services

03/29/2023

Date

Date



ADDENDUM (A) TO MEMORANDUM OF UNDERSTANDING
For: Tracy Unified School District
By: San Joaquin County Office of Education

April 3, 2023

This addendum supersedes the original MOU:

Overall Goals and Scheduled Days: See original MOU. This addendum is to update the Scope of Work.

- SJCOE STEM department will provide one provider from Durham Ferry Outdoor Education Center, Kristine Stepping, to help students at the school sites below participate in hands on learning stations with the help of an onsite teacher who can assist in both leadership and supervision.
- When visiting the Durham Ferry Outdoor Education Center is not possible, the STEM Coordinator will travel to school site or local park to bring the outdoor education to the students. If school chooses a local park, school is responsible for ensuring students have appropriate, school-approved, permission form.

Location (s)	Topic
Poet Christian Elementary 1701 S Central Ave Tracy, CA 95376	Durham Ferry Meander
Jacobson Elementary School 1750 Kavanagh Ave, Tracy, CA 95376	Durham Ferry Meander
Villalovoz Cecilliani Park 1510-1548 Cypress Drive Tracy, CA 95376 OR 1550 Cypress Dr Tracy, CA 95376	Durham Ferry Meander

Central Lincoln Park 2-198 East Eaton Ave Tracy, CA 95376 OR 200 W Eaton Ave Tracy, CA 95376	Durham Ferry Meander
Freiler Galli Family Park 1596 Arrigotti Ln Tracy, CA 95376 OR 2421 W Lowell Ave Tracy, CA 95377	Durham Ferry Meander

Total Proposed Costs to be invoiced at the completion of the grant: \$13,650.00.

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

A Cunial

Annie Cunial, Div. Director of STEM Programs

04/03/2023

Date

TRACY UNIFIED SCHOOL DISTRICT

Robert A. Pecot

Robert Pecot, Assist. Supt. Business Services

04/04/2023

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 15, 2023
SUBJECT: Approve Overnight Travel for Kimball High School Varsity Football Team and Coaches to Attend the Moorpark High School Football Game vs. Kimball High School at Moorpark High School, Moorpark, CA in Ventura County on September 8-9, 2023

BACKGROUND: The Kimball Varsity Football team will be traveling to Moorpark High School in the Los Angeles Area with approximately 45 student-athletes for a competition with a similarly-matched team. We will stay overnight on the evening of September 8, 2023, and return home after the game on the evening of September 9. In addition to the experience of travel, it is likely to be the closest competition we will see this year.

RATIONALE: This Football game will give our student-athletes the opportunity to visit schools in other areas and be exposed to recruiters. We will be taking a tour of a local college campus to highlight opportunities for student athletes. Assistant Principal David Doyle, Athletic Director Nathan Boyer Head Coach Derek Graves, and Principal William Maslyar will be chaperoning the trip, along with the entire coaching staff of the Varsity team. We will leave Kimball High School by bus on the morning of September 8 and stay at the Embassy Suites in Castaic, CA on September 8. Students will complete all assignments given to them by teachers while on this trip. This aligns with Strategic Goal #1- Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Lodging and transportation costs will total approximately \$9,500, to be paid by the Kimball High Athletic Booster Club.

RECOMMENDATION: Approve Overnight Travel for Kimball High School Varsity Football Team and Coaches to Attend the Moorpark High School Football Game vs. Kimball High School at Moorpark High School, Moorpark, CA in Ventura County on September 8-9, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 15, 2023
SUBJECT: Ratify Approval for Additional Funding for Contract Services with 360 Degree Customer Inc. for the 2022-2023 School Year

BACKGROUND: Board approval is requested to ratify the current contract with 360 Degree Customer Inc., to increase funding for unexpected cost of rendered LVN services for Special Education students during the 2022-2023 school year.

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 \$232,000.00. 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 Services with 360 Degree Customer Inc. for the 2022-2023 School Year.

Prepared by: Sean Brown, Director, Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 15, 2023
SUBJECT: Approve Licensing Agreement between Renaissance and TUSD through June 2026

BACKGROUND: Renaissance provides assessment services to school districts that are user-friendly, standards-based, and helpful for guiding instruction for better learning outcome for students. The system has the capability to administer and receive assessment results, create, upload, and give standards-based assessment, and provide formative feedback mid lesson to determine lesson plan success and inform next steps. The Renaissance contract provides 13,500 student licenses and includes grading software and access to key data systems, Inspect Premium item bank. Renaissance's DnA Illuminate platform can help by using a live proctor to monitor student's progress. It also has item banks for ELA, Math, and Science that can be used to quickly create standard's based assessments for online or for paper/pencil administration. DnA Illuminate provides over 20 pre-built reports or educators can create custom reports using the easy graphics. The pre-built or custom report can be filtered by using demographic data to identify subgroup achievement gaps. Renaissance also has a FastBridge component which provides a universal screening, skills analysis and progress monitoring for reading, math, and behavior. The system provides data analysis to identify who is at risk and determine next steps. FastBridge drives student's achievement by using powerful data from progress monitoring, adaptive testing, and universal screening tools. FastBridge is the only system that monitors student learning in half the time as their competitors. The platform also includes self-paced learning tools and online certification tracking ensuring training and support for our educators.

RATIONALE: This contract meets Tracy Unified District Goals 1 and 3. Goal 1: Prepare all students to be well rounded individuals with the knowledge and skills to pursue their college and/or career goals. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: The contract is for \$580,127.20 paid over 3 years and will be paid out of lottery funds.

RECOMMENDATION: Approve Licensing Agreement between Renaissance and TUSD through June 2026.

Prepared by: Dean Reese, Director of STEM Curriculum and Local Assessment.

Renaissance

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote
2982339

Tracy Unified School District - 398073
1875 W Lowell Ave
Tracy, CA 95376-2291
Contact: Thomas Quiambao - (209) 830-3200
Email: tquiambao@tusd.net

Reference ID: 646892

Quote Summary

School Count: 1

Renaissance Products & Services Total	\$599,125.00
Applied Discounts	\$(18,997.80)
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$580,127.20

This quote includes: DnA and FastBridge.

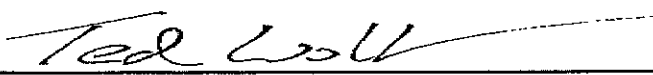
By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy <https://docs.renaissance.com/R63870> directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice <https://docs.renaissance.com/R63871>

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Tracy Unified School District - 398073
	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 6/14/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Justin Mahan-Strupp at (510)244-0269, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solution **147** you need.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax (TPT). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves -- only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom -- transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Quote Details					
Tracy Unified School District - 398073					
Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Quote Year 1					
Applications					
Inspect Premium	07/01/2023 - 06/30/2024	13,500	\$2.86	\$(502.71)	\$38,107.29
DnA, Software License	07/01/2023 - 06/30/2024	13,500	\$5.20	\$(914.01)	\$69,285.99
FastBridge Subscription	07/01/2023 - 06/30/2024	10,000	\$8.32	\$(1,083.28)	\$82,116.72
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Quote Year 1 Subtotal				\$(2,500.00)	\$189,510.00
Quote Year 2					
Applications					
Inspect Premium	07/01/2024 - 06/30/2025	13,500	\$2.97	\$(1,271.39)	\$38,823.61
DnA, Software License	07/01/2024 - 06/30/2025	13,500	\$5.41	\$(2,315.88)	\$70,719.12
FastBridge Subscription	07/01/2024 - 06/30/2025	10,000	\$8.65	\$(2,742.85)	\$83,757.15
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Quote Year 2 Subtotal				\$(6,330.12)	\$193,299.88
Quote Year 3					
Applications					
Inspect Premium	07/01/2025 - 06/30/2026	13,500	\$3.09	\$(2,044.22)	\$39,670.78
DnA, Software License	07/01/2025 - 06/30/2026	13,500	\$5.62	\$(3,717.96)	\$72,152.04
FastBridge Subscription	07/01/2025 - 06/30/2026	10,000	\$8.99	\$(4,405.50)	\$85,494.50
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	\$0.00	\$0.00	\$0.00
Quote Year 3 Subtotal				\$(10,167.68)	\$197,317.32
Tracy Unified School District Total				\$(18,997.80)	\$580,127.20

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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2023
SUBJECT: **Ratify Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2022-2023 School Year**

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with their partner, the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway (PreK-12 STEM)*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. It ensures that every student has a STEM learning trajectory that progresses through elementary, middle, and high school. Moreover, it increases the number of underrepresented students (girls, students of color, and low-income students) engaged in STEM learning. This contract provides all TUSD 7th grade students with access to the SJCOE FabLab for an engaging STEM experience.

RATIONALE: This contract ensures that all TUSD 7th grade students, including students accessing the general education curriculum and the special education curriculum, are provided the option to access a rich field experience that includes learning about computer science and engineering directly related to California's Next Generation Science Standards (NGSS).

The SJCOE FabLab contract services were provided from November 2022 to May 2023 of which approval of this agenda item will authorize payment for services rendered.

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.

FUNDING: The cost for this training and support is not to exceed \$18,200. It will be paid from ESSER III funds.

RECOMMENDATION: Ratify Agreement for Contract Services between San Joaquin County Office of Education, STEM Department and TUSD for School Field Trips to the FabLab for the 2022-2023 School Year.

Prepared by: Dean Reese, Director of STEM Curriculum and Local Assessment.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Department, 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: SJCOE STEM Department will provide TUSD with SJCOE FabLab field trips for TUSD 7th graders. Field trips will consist of student activities centered around artificial intelligence, data collection, and wind tunnels.

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 12 () [] 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 \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$18,200. 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 \$0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on November 7, 2022, and shall terminate on May 16, 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, Dean Reese, at (209) 830.3275 x1502 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

A. Amal 06/14/2023
Contractor Signature Title
Division Director of STEM Programs
IRS Identification Number
Title
Warren, Sun 06/14/2023
Address
Division Director of Operations

Tracy Unified School District
6/13/23
Date
01-3219-0-1110-1000-5800-800-2035
Account Number to be Charged
Ed. Services/STEM
Department/Site Approval
Budget Approval
Date Approved by the Board



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 "TUSD," intend to work together towards the mutual goal of providing high quality STEAM teaching and learning opportunities.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2022-2023 school year.

I. SCOPE OF WORK

- a. SJCOE STEM Department will provide the following services:
 - San Joaquin County Office of Education Durham Ferry will provide facilitators to provide BioBlitz professional development and student activities

Specific Days and Times:

Date(s)	School(s)	Number of Students	Number of Classes	Cost
October 20, 2022	Bohn	68	3	\$1,050.00
October, 27, 2022	Central	82	4	\$1,400.00
November 3, 2022	SWP Bilingual	69	3	\$1,050.00
November 10, 2022	SWP	72	3	\$1,050.00
November 17, 2022	North	69	3	\$1,050.00
January 26, 2023	Hirsch	74	3	\$1,050.00
March 2, 2023	McKinley	72	3	\$1,050.00
March 9, 2023	Kelly	100	4	\$1,400.00
March 23, 2023	Freller	94	3	\$1,050.00
March 30, 2023	Poet Christian	54	2	\$700.00
April 6, 2023	Jacobson	112	4	\$1,400.00
April 27, 2023	Villalovoz	99	4	\$1,400.00
Total Cost				\$13,650.00



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

II. TERMS OF AGREEMENT

- a. This agreement will be in effect from October 1, 2022 – May 30, 2023.

III. COMPENSATION

- a. Professional learning costs (which include preparation, travel, and materials).
i. TUSD will pay SJCOE in the account of \$16,650.00 within thirty (30) days of receipt of the invoice from SJCOE.

IV. CHANGES TO THE MEMORANDUM

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

V. CERTIFICATION OF NON-EMPLOYEE STATUS:

- a. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as employee of 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.

Are you, any of your employees a sub-contractor of CalSTRS or CalPERS retiree?

☐ Yes ☐ No

If yes, are they paid through a payroll system that reports to both CalSTRS and CalPERS?

☐ Yes ☐ No

VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES

SAN JOAQUIN COUNTY OFFICE OF
OF EDUCATION

A. Cunial

Annie Cunial, Div. Director of STEM Programs

09/08/2022

Date

Warren Sun

Warren Sun, Div. Director of Operations

09/08/2022

Date

TRACY UNIFIED SCHOOL DISTRICT

Robert A. Pecot

Robert Pecot, Assist. Supt. Business Services

09/08/2022

Date



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

ADDENDUM (A) TO MEMORANDUM OF UNDERSTANDING

For: Tracy Unified School District

By: San Joaquin County Office of Education

March 29, 2023

This addendum supersedes the original MOU:

Overall Goals and Scheduled Days: See original MOU. This addendum is to update the Scope of Work.

- SJCOE STEM department will provide one provider from Durham Ferry Outdoor Education Center, Kristine Stepping, to help students participate in hands on learning stations with the help of an onsite teacher who can assist in both leadership and supervision.
- Update location for Poet Christian Field Trip for March 30, 2023

Date(s)	Location	Topic
3/30/2023	Poet Christian Elementary 1701 S Central Ave Tracy, CA 95376	Durham Ferry Meander

Total Proposed Costs to be invoiced at the completion of the grant: \$13,650.00.

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

Annie Cunial

Annie Cunial, Div. Director of STEM Programs

Robert Pecot, Assist. Supt. Business Services

03/29/2023

Date

Date



ADDENDUM (A) TO MEMORANDUM OF UNDERSTANDING

For: Tracy Unified School District

By: San Joaquin County Office of Education

April 3, 2023

This addendum supersedes the original MOU:

Overall Goals and Scheduled Days: See original MOU. This addendum is to update the Scope of Work.

- SJCOE STEM department will provide one provider from Durham Ferry Outdoor Education Center, Kristine Stepping, to help students at the school sites below participate in hands on learning stations with the help of an onsite teacher who can assist in both leadership and supervision.
- When visiting the Durham Ferry Outdoor Education Center is not possible, the STEM Coordinator will travel to school site or local park to bring the outdoor education to the students. If school chooses a local park, school is responsible for ensuring students have appropriate, school-approved, permission form.

Location (s)	Topic
Poet Christian Elementary 1701 S Central Ave Tracy, CA 95376	Durham Ferry Meander
Jacobson Elementary School 1750 Kavanagh Ave, Tracy, CA 95376	Durham Ferry Meander
Villalovoz Cecilliani Park 1510-1548 Cypress Drive Tracy, CA 95376 OR 1550 Cypress Dr Tracy, CA 95376	Durham Ferry Meander

Central Lincoln Park 2-198 East Eaton Ave Tracy, CA 95376 OR 200 W Eaton Ave Tracy, CA 95376	Durham Ferry Meander
Freiler Galli Family Park 1596 Arrigotti Ln Tracy, CA 95376 OR 2421 W Lowell Ave Tracy, CA 95377	Durham Ferry Meander

Total Proposed Costs to be invoiced at the completion of the grant: \$13,650.00.

SAN JOAQUIN COUNTY OFFICE OF
EDUCATION

A Cunial

Annie Cunial, Div. Director of STEM Programs

04/03/2023

Date

TRACY UNIFIED SCHOOL DISTRICT

Robert A. Pecot

Robert Pecot, Assist. Supt. Business Services

04/04/2023

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 1, 2023
SUBJECT: Approve Agreement for Special Contract Services with the Boys and Girls Club of Tracy to provide services at South/West Park 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. South/West Park 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 South /West Park Elementary School for several years. Due to the success of the program South/West Park School staff would like to continue our association with the Boys and Girls Club at South/West Park 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. South/West Park 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 \$10,000. 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 South/West Park Elementary School for the 2023 - 2024 School Year.

Prepared by: Ramona Soto, Principal, South/West Park 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 & Girls Club, 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:

Boys and Girls club will provide
activities during lunch recess.

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 all sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- District shall pay \$10,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 10,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - 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.
 - 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 60

_____ days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ramona Soto-Barajas, at (209) 830-3339 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 ☒ I WILL ☐ I 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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 1, 2023
SUBJECT: Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary School for 2023-2024

BACKGROUND: South/West Park School will be providing FabLab science experience to all Tk-5th grade students. All students will benefit from Science content provided by the SJCOE Stem department.

RATIONALE: In order to facilitate this, South/West Park School will contract with San Joaquin County Office of Education (SJCOE) Stem department to provide 7 days of FabLab Field Trips hosted by SJCOE at South/West Park 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; 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 will be funded by site Title 1 and Targeted funds in the amount of \$10,100.

RECOMMENDATION: Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary School for 2023-2024.

Prepared by: Ramona Soto, South/West Park 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 SJCOE Fab Lab, 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:
 SJCOE FabLab will provide 9 days (8
 days of 4 hours and 1 of 3 hours) lessons
 at the South/West Park Campus.

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 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 9 () [] **HOURS** [x] **DAYS**, under the terms of this agreement at all sites.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$10,100.00 per [] **HOUR** [] **DAY** [x] **FLAT RATE**, not to exceed a total of \$ 10,100.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] **SHALL** [x] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
 - c. District shall make payment on a [x] **MONTHLY PROGRESS BASIS** [] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 22, 2023, and shall terminate on June 30, 2024.
5. This agreement may be terminated at any time during the term by either party upon 60 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Ramona Soto-Barajas, at (209) 830-3339 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:

A. Amal

06/02/2023

Contractor Signature

Title

Division Director STEM Programs

IRS Identification Number

Title

Warren Sun

06/01/2023

Address

Division Director of Operations

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: June 7, 2023
SUBJECT: Approve Agreement for Contract Services between World of Wonders Science Museum and Villalovoz Elementary School for the 2023-2024 School Year

BACKGROUND: Villalovoz Elementary School is part of the PreK-12 AdvanceSTEM Grant. We want to bring the World of Wonders Science Museum on Wheels to our school to have students engage in standards-based, hands-on science education for elementary students to enrich our STEM units and spark our students' curiosity about the world around them. During a WOW Field Study Trip, WOW educators will engage in science experiences and design challenges for each grade level based on targeted Next Generation Science Standards.

RATIONALE: STEM field experiences and enrichment opportunities are no longer limited to traditional science experiments. STEM in-house field study trips are interactive, engaging, and bring classroom concepts to life for students. This kind of engagement helps students to see how professionals use STEM each day, and it also prompts our students to consider STEM for their own future. 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: Presentation, materials, and transportation fees will be a total of \$7,000. This amount will be paid from Site Title I Categorical Funds, goal 1a9.

RECOMMENDATION: Approve Agreement for Contract Services between World of Wonders Science Museum 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 World of Wonder Science Museum, 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: World of Wonders is to offer hands-on, science based exhibits and programs for Villaloboz Elementary students.

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 38 () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location Villaloboz 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 \$ 7,000 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 7,000. 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, Marji Baumann at () ²⁰⁹ 830-3331 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
- a. CONTRACTOR shall be required to provide comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
- b. Contractor [☒] WILL [☐] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

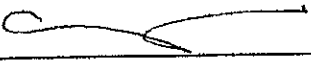
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:

<div> Contractor Signature</div> <div>education coordinator Title</div> <div>_____ IRS Identification Number</div> <div>education coordinator Title</div> <div>_____ Address</div> <div>2 N. Sacramento St. Lodi, CA 95240</div>	<div>Tracy Unified School District</div> <div>_____ Date</div> <div>_____ Account Number to be Charged</div> <div>_____ Department/Site Approval</div> <div>_____ Budget Approval</div> <div>_____ Date Approved by the Board</div>
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 13, 2023
SUBJECT: Approve Specialized Grant Funding for the 2023-2024 Agriculture Incentive Grant for West High School

BACKGROUND: The State Department of Education requires that school districts submit an application in order to receive funding for the Agriculture Incentive Grant, and that this application be approved by the local school board.

RATIONALE: The Grant provides additional money for materials, travel and equipment for students and teachers. By accepting these funds, the District agrees to supplement the Agricultural program by an in-kind match of the funds in the amount of \$39,100. This supports Strategic Goal #3 Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The grant will provide \$39,100 and the district is responsible to supply in-kind matching funds. The matching funds have been accounted for through the Perkins Grant, CTE, West High School site budget, Title 1 and ASB funds for the Agriculture department. No additional funds are required from the district.

RECOMMENDATION: Approve Specialized Grant Funding for the 2023-2024 Agriculture Incentive Grant for West High School.

Prepared by: Mr. Gary Henderson, West High School Principal.

California Department of Education
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
GRANT**

2023-24 APPLICATION FOR FUNDING

(Due Date: To be received in Regional Supervisor's Office by August 1, 2023)

PROJECT DURATION: JULY 1, 2023 TO JUNE 30, 2024

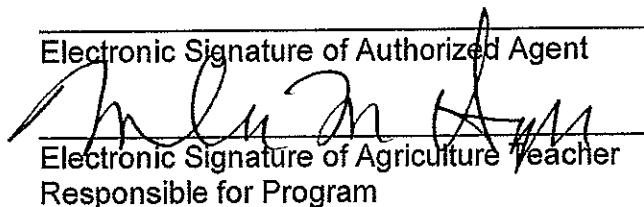
School Site: Merrill F. West High School

District: Tracy Unified School District

Certification:

I hereby certify that all applicable state and federal rules and regulations will be observed; that to the best of my knowledge, the information contained in this application is correct and complete; and that the attached assurances are accepted as the basic conditions of the operations in this project/program for local participation and assistance.

Electronic Signature of Authorized Agent


Electronic Signature of Agriculture Teacher
Responsible for Program

Electronic Signature of Principal



Agriculture Teacher Summer Contact Cell Number: 209.815.7276

Local Education Agency (LEA) Board Approval Date: _____

Printed Name of Agriculture Teachers:

Adrianna Farmer

1 position filled by a rotation of long term

Abigail Ferrell

substitutes. Staff listed rotated periods to

Marlene Hepner

provide the SAE and FFA education.

Kari Magniez

Taylor Myers

PART A – Base Level Funding

In order to qualify for the Agriculture Education Incentive Grant an LEA must meet all the following criteria or provide a Variance approved by the Regional Supervisor for each criterion not met. All evidence must be included with the original application submitted to the Regional Supervisor.

NOTE: Stand-alone middle school programs will only be required to complete PART A. However, they may elect to complete the additional parts if they qualify for additional funding.

Please check each criterion currently being met:

- ☒ 1. Properly Credentialed Teachers
 - Log onto CTC and provide printout of credentials or provide a copy of current credentials.
- ☒ 2. Professional Development
 - Provide printout from teacher journal in AET verifying professional development activities.
- ☒ 3. Course Sequence
 - Provide documents/evidence of at least one three-year course sequence.
- ☒ 4. Grading of Future Farmers of America (FFA) and Supervised Agricultural Experience Participation (SAE)
 - Provide copy of course syllabus identifying grading of FFA and SAE.
- ☒ 5. Alternative Credits
 - Submit description of at least one course meeting A-G, Dual Enrollment, Articulation, etc.
- ☒ 6. Future Farmers of America Constitution and By-Laws
 - Provide a copy of the current Chapter Constitution and Bylaws with the election of officers highlighted.
- ☒ 7. Future Farmers of America Meetings
 - Use meeting manager in AET or provide minutes for a minimum of six-chapter meetings.
- ☒ 8. Agriculture Advisory Committee
 - Provide meeting minutes for two Agriculture Advisory Committee meetings.

Checking all the required criteria as being met qualifies the LEA for Part A funding. Verification of meeting each criteria must be provided to the Regional Supervisor.

Qualified Program (\$4,500 to each site)	<u>\$ 4,500</u>
Number of Agriculture Teachers teaching at least one approved agriculture course?	<u>5</u>
Teacher based funding (Number of teachers x \$500)	<u>\$ 2500</u>
Number of Students as identified on the 2022-23 FFA Membership roster?	<u>710</u>

Student based funding (Number of students x \$10)	\$ 7100
Class size funding A (number of teachers meeting level A in all classes – 30 in classroom/25 in shop classes)	3
Class size A funding (Number of teachers meeting level A class size x \$1,000)	\$ 3000
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	2
Class size B funding (Number of teachers meeting level B class size x \$2,000)	\$ 4000
TOTAL PART A FUNDING	\$ 21100

PART B – Additional Funding

LEA's may qualify for additional funding based on their ability to meet specific classroom, leadership, and experiential learning (SAE) criteria. It is not necessary for a program to meet all criteria in each category to be eligible to receive additional funding. Verification of meeting criteria will be taken from entries in the Agricultural Experience Tracker (AET). The AET report will be developed based on data as of June 30. Funding in each section will be based on the number of points accumulated in that section. This report will be used to complete Part B and will be included as part of the application.

Based on the 2022-23 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

An LEA shall qualify for Part B funding in each section if they meet the predetermined base level. Bonus funding is earned if a program exceeds the predetermined base level by twenty percent (20%). LEA's meeting the base level shall receive \$2,250 plus \$250 per qualified teacher. LEA's meeting the bonus level shall receive an additional \$2,250 plus an additional \$250 per qualified teacher.

Note: An LEA may qualify for Level A, Level B, or no funding in each section but shall not qualify for both funding levels in a section. Example: The LEA qualifies for Level A funding in the Classroom Section, Level B in the Leadership Section and no funding in the SAE section.

Classroom Section

Level A Funding Points – 355-535

Level B Funding Points – 536+

Points Earned as Identified in the AET Report

317.6

Level A Funding (number of teachers x \$250) + \$2,250

\$ 0

Level B Funding (number of teachers x \$500) + \$4,500

\$ 0

TOTAL CLASSROOM SECTION FUNDING

\$ 0

Leadership Section

Level A Funding Points – 285-445

Level B Funding Points – 446+

Points Earned as Identified in the AET Report

293.3

Level A Funding (number of teachers x \$250) + \$2,250

\$ 3500

Level B Funding (number of teachers x \$500) + \$4,500

\$

TOTAL LEADERSHIP SECTION FUNDING

\$ 3500

Experiential Learning (SAE) Section

Level A Funding Points – 595-935

Level B Funding Points – 936+

Points Earned as Identified in the AET Report

963.8

Level A Funding (number of teachers x \$250) + \$2,250

\$

Level B Funding (number of teachers x \$500) + \$4,500

\$ 7000

TOTAL EXPERIENTIAL LEARNING (SAE) SECTION FUNDING

\$ 7000

TOTAL PART B FUNDING

\$ 10500

PART C – Program Funding

LEA's may qualify for additional funding based on their ability to meet specific program criteria. To qualify for Program Funding, a program must show evidence of meeting all criteria identified. Evidence must be submitted at the time the original application is submitted to the Region Supervisor.

To qualify for PART C – Program Funding, a site must show evidence of meeting the following. If any item is not met, the program is not eligible to apply for PART C funding.

- ☒ Each teacher (50% of their teaching load in agriculture) must have participated in eight approved professional development activities.
- ☒ Agenda and Minutes for three Agriculture Education Advisory Committee meetings.
- ☒ Each teacher (50% of their teaching load in agriculture) must have an extended contract and/or a project supervision period. The project supervision period must be in addition to the provided prep period.

If a program has met the three required criteria they are eligible for funding and must complete the following Sections.

Section A – Earn one point for each criteria met.

Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.

1

In addition to the Agricultural Education Advisory Committee the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.

Program hosted a Student Teacher.

Total Points Section A (3 points possible)

1

Section B – Earn points based on AET "California Ag CTE Incentive Grant Application Report

Points Earned as Identified in the AET Report for D-Program

167

Total Points Part C (Section A + Section B)

168

Level A Funding Points – 120-139

Level B Funding Points – 140+

Level A Funding (\$5,000)

\$ _____

Level B Funding (\$7,500)

\$ 7500

TOTAL PART C FUNDING

\$ 7500

PART A Base Level Funding

\$ 21100

PART B Additional Funding

\$ 10500

PART C Program Funding

\$ 7500

GRAND TOTAL FUNDING

\$ 39100

California Department of Education
**AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE
 GRANT**

**2023-24 APPLICATION FOR FUNDING
 Budget and Expenditure Report**

(Due Date: Budget is due in Regional Supervisor's Office by August 1, 2023 – Complete columns A and B)

(Due Date: Expenditure Report is due in Regional Supervisor's Office by October 15, 2024 Complete columns C and D)

School Site: Merrill F. West High School District: Tracy Unified School District

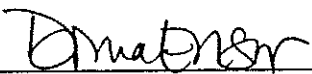
*Each line item in object codes 5000 and 6000 must be matched.

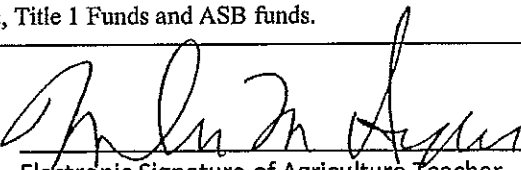
Budget Classification	Item	A Budget	B Budget Match	C Actual Expenditures	D Actual Match
4000 – Books and Supplies					
1.	Laboratory and Classroom Supplies	19100	19100		
	Total 4000	19100	19100	0	0
5000 – Services and Operating Expenses, Travel, Conferences, Rentals, etc.					
1.	Transportation	8000	8000		
2.	Conference and Lodging	10000	10000		
3.	Veterinary Service	2000	2000		
4.					
5.					
6.					
7.					
	Total 5000	20000	20000	0	0
6000 – Capital Outlay					
1.					
2.					
3.					
4.					
5.					
	Total 6000	0	0	0	0
	Grand Total	39100	39100	0	0

Which funding sources are used to match Incentive Grant Funds? Check all that apply.

☐ CTEIG ☐ Strong Workforce ☒ Perkins ☒ General Fund

☒ Other (please list) WHS Site (General) Funds, Title 1 Funds and ASB funds.


 Electronic Signature of Person Preparing
 Report


 Electronic Signature of Agriculture Teacher
 Responsible for Program



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 16, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education Services and West 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.

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 one full time mental health therapist and one part time mental health therapist, for a total of 11 hours daily beginning August 4, 2023. There is no cap on the number of students they can serve. They will provide group therapy services that include grief and loss groups, addiction groups, social anxiety groups, and boys' groups. As well as students who are failing academically and trauma counseling for English language learners.

FUNDING: FACES will be paid \$110 per hour, for 11 hours per day, for 180 days at a cost of \$217,800.00. This will be funded through Title 1 (SSP#1c8).

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

Prepared by: Mr. Gary Henderson, West High School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: one full-time Mental Health Therapist and one part-time Mental Health Therapist
These therapists would be providing group therapy services that include running grief and loss groups, addiction groups, anxiety, and social anxiety groups, and Boys groups
Our therapists would also be working with students who are failing academically, providing trauma counseling to English language learners, and working with identified students who are in need of help with transition.
Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Therapist.

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 1,980 (180 days @ ~11 hours/day) () **[xx] HOURS** [] **DAYS**, under the terms of this agreement at the following location West High School, 1775 W. Lowell Ave.

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 **[xx] HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$ \$217,800. 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 for the term of this agreement.
- c. District shall make payment on a **[xx] 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 4, 2023, and shall terminate on May 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, Bond Cashmere, at (209) 830-3370 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 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: June 14, 2023
SUBJECT: **Ratify Master Contract for Non-Public School, Solstice RTC/ Fernwood Academy for the 2022-2023 School Year.**

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) Solstice RTC/Fernwood Academy in Layton, UT. The District's Special Education administration would like to contract with Solstice RTC/Fernwood Academy to provide the placement pursuant to the student's IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to better communicate and function safely and effectively. Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Expenses for the 2022-2023 school year and related services will not exceed \$3,363. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract for Nonpublic School, Solstice RTC/ Fernwood Academy for the 2022-2023 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: June 14, 2023
SUBJECT: Approve Master Contract for Non-Public School, Solstice RTC/ Fernwood Academy for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) Solstice RTC/Fernwood Academy in Layton, UT. The District's Special Education administration would like to contract with Solstice RTC/Fernwood Academy to provide the placement pursuant to the student's IEP. Approval is necessary to remain compliant with the IEP.

RATIONALE: Districts must offer a continuum of services including, when necessary, compensatory education to students with exceptional needs. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to better communicate and function safely and effectively. 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 \$42,815. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract for Nonpublic School, Solstice RTC/ Fernwood Academy for the 2023-2024 School Year.

Prepared by: Sean Brown, Director of Special Education.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 27, 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>
Jacobs, April Assistant Principal	FES	06/30/2023	Resigned to accept the Principal position at Central School
Munoz, Audra Head Counselor	THS	06/30/2023	Resigned to accept the Assistant Principal position at North School
Sandoval, Nico Assistant Principal	WHS	06/30/2023	Personal

BACKGROUND:

MANAGEMENT/CLASSIFIED CONFIDENTIAL RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
LeDoux, Kathleen Accounting Supervisor	Finance	08/18/2023	Retirement

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gonzalez, Cecelia Teacher	FES	06/30/2023	Personal
Nitti, Charles Teacher	WHS	06/30/2023	Personal
Nitti, Sandra Teacher	Poet	06/30/2023	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Alfano, Mary Registrar	KHS	06/30/2023	Personal
Evans, Kathy IEP Para Educator	Poet	06/06/2023	Personal
Hackney, Tara Educator II	WHS	07/19/2023	Resigned to Para accept teaching position at WHS
Kibby-Blackburn, Toni High School Library Technician	THS	06/30/2023	Personal
Pease, Greg Utility Person II	MOT/KHS	06/23/2023	Personal
Quintanilla, Denyse School Supervision Assistant	Poet	06/22/2023	Personal
Rivas, Monica Utility Person II	MOT/THS	06/15/2023	Personal

BACKGROUND:**COACH RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Garcia, Salvamar	WHS	06/06/2023	Accepted Varsity Position

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 27, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Jacobs, April

Munoz, Audra

Nelson, Tara

Reese, Sophy

Strong, Albert

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Central Elementary School
Principal (Replacement)
LME Class 54, Step C - \$137,275.00
Fund: General

North School
Assistant Principal (Replacement)
LME Class 51, Step E - \$139,309.00
Fund: General

Freiler Elementary
Site Secretary (Replacement)
LMH Class 8, Step C - \$30.89 per hour
Fund: General

McKinley/Hirsch Elementary Schools
Assistant Principal (New)
LME Class 51, Step E - \$139,309.00
Fund: General

Poet Elementary School
Principal (Replacement)
LME Class 54, Step E - \$151,102.00
Fund: General

BACKGROUND:

Hackney, Tara

Khalil, Nansi

Pulikonda, Sunitha

CERTIFICATED

West High School
Special Education Mod/Sev (Replacement)
"A", Class I, Step 1 - \$61,602.00
Fund: Special Education

Bohn Elementary School
Transitional Kindergarten Teacher (New)
"A", Class I, Step 1 - \$58,538.00
Fund: General

Kimball High School
Math Teacher (Replacement)
"A", Class I, Step 1 - \$58,538.00
Fund: General

BACKGROUND:

Hicks, Lauren

Kaur, Ranvir

Muzzi, Dan

Suarez, Angela

Tate, Maribel

CLASSIFIED

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

Special Education Para I (New)
Central Elementary
6.5 hours per day
Range 27, Step A - \$18.72
Fund: Special Education

School Supervision Assistant (Replacement)
Jacobson Elementary
2.0 hours per day
Range 21, Step B - \$17.06 per hour
Fund: General

Special Education Para (New)
Central Elementary
6.5 hours per day
Range 27, Step C - \$20.53 per hour
Fund: Special Education

Utility II (Replacement)
West High School
8.0 hours per day
Range, 35, Step B - \$23.60 + ND
Fund: General

BACKGROUND:

Garcia, Salvamar

COACHES

Varsity Girls Basketball Position
West High School
Stipend: \$6,784.03

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

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



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Rob Pecot, Superintendent
DATE: June 14, 2023
SUBJECT: Adopt Board Bylaws to Be Compliant with CSBA Guidelines (Second Reading)

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

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

BB 9220	ELECTIONS
BB 9320	MEETINGS AND NOTICES

FUNDING: Not Applicable.

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 15, 2023
SUBJECT: Approve the Local Control Accountability Plan (LCAP)

BACKGROUND: Education Code Section 52060 requires that:

52060. (a) The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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.
- In addition, as part of the LCAP and LCAP approval process this year, Board approval is also required for the LCAP Federal Addendum. The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs can meet the Local Educational Agency (LEA) Plan provisions of the ESSA. The LCAP Federal Addendum Template has been updated and submitted to the California Department of Education (CDE) to apply for ESSA funding.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP. 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.

As is required, on June 13, 2023, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Approve the 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: Approve the Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School

BACKGROUND: Education Code Section 52060 requires that:

52060. (a) The governing board of each school district shall adopt a Local Control and Accountability Plan (LCAP) using a template adopted by the State Board of Education.

(b) A Local Control and Accountability Plan adopted by the governing board of a school district shall be effective for a period of three years and shall be updated on or before July 1 of each year.

(c) A Local Control and Accountability Plan adopted by the governing board of a school district shall include, for the school district and each school within the school district, both of the following:

(1) A description of the annual goals, for all pupils and each subgroup of pupils identified pursuant to Section 52052, to be achieved for each of the state priorities identified in subdivision (d) and for any additional local priorities identified by the governing board of the school district. For purposes of this article, a subgroup of pupils identified pursuant to Section 52052 shall be a numerically significant pupil subgroup as specified in paragraphs (2) and (3) of subdivision (a) of Section 52052.

(2) A description of the specific actions the school district will take during each year of the Local Control and Accountability Plan to achieve the goals identified in paragraph (1), including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state priorities listed in paragraph (1) of subdivision (d). The specific actions shall not supersede the provisions of existing local collective bargaining agreements within the jurisdiction of the school district.

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, a parent advisory committee, and a separate EL parent advisory committee.
- 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.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP 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.

As is required, on June 13, 2023, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan Tracy Independent Study Charter School.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Approve the 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, Associated Supt of Business Services
DATE: June 13, 2023
SUBJECT: Adopt the 2023-24 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.*

The requirements also include that the governing board of each district shall:

- (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: During the board meeting of June 13, 2023, the Board of Trustees conducted a public hearing on the budget to be adopted for the subsequent fiscal year. At the same meeting, staff discussed with the Board of Trustees the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, 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, and made 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. The proposed rationale for maintaining reserves in excess of three percent during the budget year was that TUSD is not only required to maintain a 3% reserve in the budget year, but in each of the subsequent two years. Planned deficit spending will erode the ending balance over three years. The current ending balance is required to meet the three year mandate.

In January of 2023, Governor Newsom proposed the California State Budget for 2023-2024. 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 May, but has not yet been adopted by the California Legislature.

While the Governor and the legislature continue to develop a budget agreement, the San Joaquin County Office of Education (SJCOE) has offered guidelines for district budget development. The actual budget may differ from the budget ultimately adopted by the Governor and the legislature. However, the SJCOE guidelines allow the TUSD to develop a budget in accordance with mandated timelines.

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: Adopt the 2023-24 Annual School District Budget.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 14, 2023
SUBJECT: **Adopt Revisions to Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities (Second 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 (Second 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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 14, 2023
SUBJECT: **Acknowledge Revisions to Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (Second 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 (Second 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. Robert Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business
DATE: June 12, 2023
SUBJECT: Adopt Resolution No. 22-23 Committed Fund Balance

BACKGROUND: The Governmental Accounting Standards Board (GASB) issued Statement #54 (GASB 54) as guidance for local governments to identify specific uses for fund balances that meet certain criteria. The "commitment of fund balance" is the highest level of fund balance constraint that can be approved by a governing board. Once the governing board has taken such action, the fund balance shall not be used for any other purpose unless the governing board approves the removal of the "commitment of fund balance."

RATIONALE: The district can experience unexpected costs. The governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures. Adoption of this resolution will provide administration with the authorization necessary to commit funds.

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution No. 22-23 Committed Fund Balance.

Prepared by: Reed Call, Director, Financial Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 22-23
Committed Fund Balance**

WHEREAS, school district governing boards are responsible for maintaining the fiscal solvency of the schools they govern;

WHEREAS, GASB 54 established the category of committed fund balance in February, 2009;

WHEREAS, the purpose of creating the committed fund balance in GASB 54 is to improve financial reporting by providing fund balance categories that will be more easily understood;

WHEREAS, the governing board of the Tracy Unified school district wishes to establish a committed fund balance in the general fund and the special reserve fund for other than capital outlay projects in conformance with GASB 54 and the standards and criteria established by the State Board of Education pursuant to Education Code section 33127;

WHEREAS, the State Board of Education revised their criteria and standards for fiscal solvency for budget and interim financial reports in December 2013;

WHEREAS, the California Department of Education, in its website, urges school districts to commit to maintaining a prudent level of financial resources to protect against the need to reduce services because of temporary revenue short falls or unpredicted expenditures;

WHEREAS, the governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures,

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing technology according to the district technology standards;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. It is hereby determined that the adjusted amount of \$22,981,482 is hereby committed from the General Fund.
2. It is hereby determined that the adjusted amount of \$11,167,644 is hereby committed from the Special Reserve Fund for Other Than Capital Outlay Projects.
3. The governing board of the school district reserves the right to modify these committed reserves in the future, by resolution, as the need arises.

PASSED AND ADOPTED, THIS 27th day of June 2023, by the Board of Trustees of the Tracy Unified school district by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Attest

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2023
SUBJECT: Adopt TUSD K-8 and High School Handbook Changes/Updates for the 2023-2024 School Year

BACKGROUND: The K-8 and High School Handbook was last updated and approved prior to the 2022-23 school year.

RATIONALE: To stay current with education code and safety protocols, the K-8 and High School Handbook has been reviewed and revised by Director of Student Services, TUSD Cabinet, School Site Administrators, and TEA leadership. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt TUSD K-8 and High School Handbook Changes/Updates for the 2023-2024 School Year.

Prepared by: Jason Noll, Director of Student Services and Curriculum.

K-8 and High School Students Handbooks Changes for the 2023-24 School Year

Changes for the TUSD Handbook grades K-8 include:

Page 5

Add: Claiming credit for work that is not the product of one's own honest effort. **(including using AI)**

Submitting work done entirely or in part by another person. **(including using AI)**

Representation of another person's words or ideas as your own by not properly citing the source and giving the author credit. **(including using AI)**

Copying from the internet. **(including using AI)**

Page 22

Remove: Personal digital assistants, Camera, Digital scanners. Add: smart watches, Personal laptop/ computers

Changes for the TUSD Handbook grades 9 – 12 include:

Page 7

Add: Claiming credit for work that is not the product of one's own honest effort. **(including using AI)**

Submitting work done entirely or in part by another person. **(including using AI)**

Representation of another person's words or ideas as your own by not properly citing the source and giving the author credit. **(including using AI)**

Copying from the internet. **(including using AI)**

Page 17

Remove: by filing the request form located at the end of this handbook. You can also pick one up in counseling office, or visit our school web site and download a copy- The first 2 transcripts are free. All subsequent requests are charged a nominal cost recovery fee. Please remember - **NO CHECKS WILL BE ACCEPTED.** Money orders, cashier checks, or cash only

Add: www.parchment.com

Page 20

Remove a maximum of 16 hours can accrue yearly from 9th through 12th grade. (With a maximum of 48 hours assigned at the beginning of 12th grade)

Add: The maximum amount of roll over hours for each grade level will go as follows: 9th to 10th grade: 15 hours, 10th to 11th grade: 30 hours, 11th to 12th grade: 45 hours

Page 21

Remove: STUDENTS MUST SHOW ID UPON ENTRANCE

Add: By participating in pre-approved community service hours

Page 22

Remove: ID requirement for attending Saturday school

Page 33

Add: Confiscated items by admin must be picked up....except for weapons, controlled substances and paraphernalia

Page 35

Remove: if in the classroom, teacher must give permission to wear hats



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 27, 2023
SUBJECT: Adopt Tracy Charter School Student Handbook and Master Agreements for 2023-2024

BACKGROUND: The Tracy Charter School Handbook and Master Agreements were last updated and approved prior to the 2022-23 school year.

RATIONALE: The Tracy Charter School staff has drafted an updated handbook for the 2023-2024 school year, and have updated the K-5 and 6-12 Master Agreements for the 2023-2024 school year.

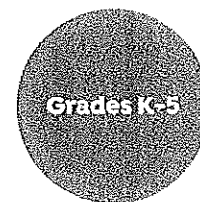
FUNDING: N/A

RECOMMENDATION: Adopt Tracy Charter School Student Handbook and Master Agreements for the 2023-24 School Year.

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



Tracy Charter School
Written Master Agreement for Independent Study
2023-2024 School Year: Grades K-5



Student Name:

Grade Level:

Student ID #:

DOB:

Address:

City & Zip Code:

Parent Name:

Parent Phone #:

Parent Email:

Student Phone #:

Start Date:

End Date:

Duration of Agreement:

Teacher Assigned:

Objectives: The student will complete the courses assigned in K-5 Genius by the teacher of record. All course objectives will be consistent with the established Charter School's board policy and are consistent with Charter School standards as outlined in the Charter School's subject/course descriptions. Courses will be assigned by grade level.

Courses: K-5	
ELA	
Math	
Science	
Social Studies	
PE	
Other:	

MEETINGS

- Students are required to meet in-person with the assigned teacher of record. Days and times for these meetings will be determined during the first week of school by the assigned teacher.
- In addition, students are also required to attend weekly group or individual meetings online in TEAMS (please note that parents/caregiver of students in grades K-5 are expected to attend with their student to assist as needed with technology and/or behavior). Days and times for these meetings will be determined by the assigned teacher.
- These meetings are **Mandatory**. If a student has an emergency, the meeting will have to be rescheduled with the assigned teacher if time is available.
- If a student misses 3 weekly group or individual meetings, a truancy letter will be mailed home and the Administration will follow up with the parent/caregiver.

ATTENDANCE CREDIT

- Students in grades K-5 are required to work at least 30 minutes daily in K-5 Genius. At least one assignment must be completed during that time period. This will complete the attendance requirement but will not keep a student on pace to complete their coursework. Students will need to work for approximately 4 hours or more per day to remain on track.
- The daily 30 minutes must be Monday-Friday (this does not include idle time) for attendance credit.
- Attendance credit can be earned by attending the daily/weekly in-person or virtual meetings.

METHOD OF STUDY/EVALUATION

Specific methods of study will be designated on the web-based platform K-5 Genius. Examples of Methods of study for the student will include but are not limited to Computerized Curriculum, Independent Reading, Textbook activities, Problem Solving, Study Projects, Drill & Practice, Physical Education, Web - Internet Research & Library Research.

Methods of Evaluation will be designated on the web-based platform K-5 Genius. Examples of acceptable methods of evaluation include but are not limited to Quizzes, Tests, Work Samples, Essays, Journals, Projects, Presentations, Labs, and State/District Assessments. These methods of evaluation align with TUSD adopted assessments that would be reported on a progress report or report card.

Resources/Supports: The School will provide appropriate instructional materials and personnel to enable all students to complete the assigned work. Academic, behavioral, and social/emotional support will be made available to all students in Tracy Charter School, and especially for those students who are not performing at grade level.

TECHNOLOGY

All students are issued a device, case, power cord, and hotspot upon enrollment. ***Personal devices are not supported by ISET and may not be compatible with school curriculum.*** For tech support the first point of contact will be the teacher, students will need to contact the teacher immediately regarding technical issues.

Board Policies:

Independent Study Instructional Requirements

Students are expected to attend regularly scheduled synchronous instruction per grade level as well as complete work in K-5 Genius.

“Synchronous Instruction” means classroom-style, designated small group or one-on-one instruction delivered in person or in the form of internet or telephonic communications. This involves live, two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student.

1. For students in grades K to 3—synchronous and in-person group instruction is required weekly for all students throughout the school year.
 - Students are expected to work asynchronously approximately 15-20 hours per week to keep up with the work in their classes.
 - If students fall behind in K-5 Genius for more than two weeks in any of their courses, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will convene for an intervention meeting to determine the best way to move forward for the student.
2. For students in grades 4 to 5—synchronous and in-person group instruction is required weekly for all students throughout the school year.
 - Students are expected to work asynchronously approximately 20-25 hours per week to keep up with the work in their classes.
 - If students fall behind in K-5 Genius for more than two weeks in any of their courses, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will convene for an intervention meeting to determine the best way to move forward for the student.

Behavior Expectations: All students are required to comply with expectations in the Student Handbook and California Education Code. Students found to be in violation of California Ed Code 48900 and/or related sections – will violate this master agreement and may be referred back to their school of residence.

Voluntary Statement: *It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.*

ACKNOWLEDGEMENT OF RESPONSIBILITIES

I have read and I understand the terms of this agreement and agree to all provisions set forth.

Student:

Date:

Parent/Guardian/Caregiver:

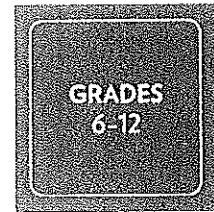
Date:

Tracy Charter School Teacher:

Date:



Tracy Charter School
Written Master Agreement for Independent Study
2023-2024 School Year: Grades 6-12



Student Name:

Grade Level:

Student ID #:

DOB:

Address:

City & Zip Code:

Parent Name:

Parent Phone #:

Parent Email:

Student Phone #:

Start Date:

End Date:

Duration of Agreement:

Teacher Assignment:

Objectives: The student will complete the courses assigned in Edgenuity by the school counselor. All course objectives will be consistent with the established Charter School's board policy and are consistent with Charter School standards as outlined in the Charter School's subject/course descriptions. Courses will be assigned by grade level and/or required for graduation for high school students.

6-8	9-12
English	English
Math	Math (if required)
Science	Science (if required)
History	Social Science (if required)
PE	PE (if required)
Elective	Elective(s)

MEETINGS

- Students are required to meet in-person weekly with the assigned teacher of record. Days and times for these meetings will be determined during the first week of school by the assigned teacher.
- In addition, students may also be required to attend any weekly group meetings online in TEAMS and/or in-person. Days and times for these meetings will be determined by the assigned teacher.
- These meetings are **Mandatory**. If a student has an emergency, the meeting will have to be rescheduled with the assigned teacher if time is available.
- If a student misses 3 weekly meetings, a truancy letter will be mailed home and the Administration will follow up with the parent/caregiver.

ATTENDANCE CREDIT

- Students in grades 6-12 are required to work at least 30 minutes daily in Edgenuity. At least one assignment must be completed during that time. This will complete the attendance requirement but will not keep a student on pace to complete their coursework. Students will need to work for approximately 5 hours or more per day to remain on track.
- The daily 30 minutes must be Monday-Friday (this does not include idle time) for attendance credit.
- Attendance credit can be earned by attending the daily/weekly in-person and/or virtual meetings.

METHOD OF STUDY/EVALUATION

Specific methods of study will be designated on the web-based platform Edgenuity. Examples of Methods of study for the student will include but are not limited to Computerized Curriculum, Independent Reading, Textbook activities, Problem Solving, Study Projects, Drill & Practice, Physical Education, Web - Internet Research & Library Research.

Methods of Evaluation will be designated on the web-based platform Edgenuity. Examples of acceptable methods of evaluation include but are not limited to Quizzes, Tests, Work Samples, Essays, Journals, Projects, Presentations, Labs and State/District assessments. These methods of evaluation align with TUSD adopted assessments that would be reported on report cards/transcripts.

Resources/Supports: *The School will provide appropriate instructional materials and personnel to enable all students to complete the assigned work. Academic, behavioral, and social/emotional support will be made available to all students in Tracy Charter School, and especially for those students who are not performing at grade level.*

TECHNOLOGY

All students are issued a device, charger, power cord, and hotspot upon enrollment. **Personal devices are not supported by ISET and may not be compatible with school curriculum.** For tech support the first point of contact will be the teacher, students will need to contact the teacher immediately regarding technical issues.

Board Policies:

Independent Study Instructional Requirements

Students are expected to attend regularly scheduled synchronous instruction per grade level as well as complete work in Edgenuity.

“Synchronous Instruction” means classroom-style, designated small group or one-on-one instruction delivered in person or in the form of internet or telephonic communications. This involves live, two-way communication between the teacher and student. Synchronous instruction shall be provided by the teacher of record for that student.

For students in grades 6-12:

- Tracy Charter School utilizes a web-based curriculum called Edgenuity. Students are required to have a school-issued computer and hotspot. Students are expected to work approximately

25 hours per week to keep up with the work in their classes. It is expected that students will not fall behind in their coursework.

- If students fall behind (Red Status Bar) in Edgenuity for more than two weeks in any of their classes, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will schedule an intervention meeting to determine the best way to move forward for the student.

Behavior Expectations: All students are required to comply with expectations in the Student Handbook and California Education Code. Students found to be in violation of California Ed Code 48900 and/or related sections – will violate this master agreement and may be referred back to their school of residence.

Voluntary Statement: *It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.*

ACKNOWLEDGEMENT OF RESPONSIBILITIES

I have read and I understand the terms of this agreement and agree to all provisions set forth.

Student:

Date:

Parent/Guardian/Caregiver:

Date:

Tracy Charter School Teacher:

Date:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 14, 2023
SUBJECT: **Acknowledge Revisions to Administrative Regulation 4133
Travel/Reimbursement (Second 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 (Second 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/REIMBURSEMENTb. 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: June 6, 2023
RE: Approve a Declaration for a Provisional Internship Permit

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

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit.

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

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

DECLARATION

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

Christina Marie Abad; George Kelly School; Multiple Subject
Ciara Evans; McKinley Elementary; Multiple Subject

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: June 6, 2023
RE: Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

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

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

FUNDING: None.

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

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

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

DECLARATION

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

Aria Afshar; Williams Middle School; Physical Education
Jonathan Le; West High School; Math

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 22, 2023
SUBJECT: Approve Amendment to Superintendent Contract

BACKGROUND: The creation of a Superintendent salary schedule was approved at the June 13, 2023, board meeting to ensure compliance with California law. An amendment to the Superintendent's contract is necessary to reflect compensation based upon the approved schedule.

FUNDING: Pay and benefits described herein will be paid from the general fund.

RECOMMENDATION: Approve Amendment to Superintendent Contract.

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

AMENDED EMPLOYMENT AGREEMENT FOR SUPERINTENDENT

A. PREAMBLE

THIS AGREEMENT was entered into as of the 11th day of May, 2021, modified via addendum on the 11th day of October, 2022, and modified via amendment on June 27, 2023 between the Governing Board ("BOARD") of and on behalf of the TRACY UNIFIED SCHOOL DISTRICT (hereafter "the DISTRICT"), through its Board of Trustees, and Rob Pecot, the Superintendent ("SUPERINTENDENT"), (together the "parties"). The parties hereby agree as follows:

B. TERM

IT IS HEREBY AGREED by and between the BOARD and SUPERINTENDENT that the BOARD initially employed Rob Pecot as SUPERINTENDENT for the DISTRICT from July 1, 2022 through June 30, 2025. Through this amendment, the BOARD extends this employment agreement through June 30, 2027. Both parties agree that said employee shall perform the duties of the SUPERINTENDENT to and for the DISTRICT as prescribed by the laws of the State of California and by the rules and regulations made hereunder by the BOARD, consistent with the laws of the State of California. This Agreement shall be extended in open session of a regular Board meeting for an additional year, if the SUPERINTENDENT receives an overall rating of satisfactory in the annual Superintendent evaluation described in Section E. Performance Objectives and Evaluation below. At no time shall the extension of this Agreement create a term of more than four years.

The SUPERINTENDENT shall be given notice no later than May 16, 2027, if it is the intent of the DISTRICT to not employ him as SUPERINTENDENT after June 30, 2027. Termination of this Agreement requires a ~~majority~~ **majority vote** of the BOARD.

C. DUTIES

1. The SUPERINTENDENT shall perform the duties of SUPERINTENDENT as prescribed under the SUPERINTENDENT'S job description, California law and Board policy and act as the chief executive officer. All powers and duties shall be executed in accordance with DISTRICT policy and the rules and regulations of the State Board of Education.
2. The SUPERINTENDENT shall serve as SUPERINTENDENT of the DISTRICT. The BOARD may from time to time direct the SUPERINTENDENT to perform certain additional duties related to the schools.
3. It is agreed that the SUPERINTENDENT shall furnish, throughout the life of this Agreement, a valid and appropriate certificate to act as SUPERINTENDENT, issued by the

State of California as directed by the BOARD, and that the SUPERINTENDENT hereby agrees to devote his time, skills, labor, and attention to said employment during the term of this Agreement.

D. SUPERINTENDENT AND BOARD RESPONSIBILITIES

1. The BOARD has primary responsibility for formulating and adopting DISTRICT policies and all other duties consistent with State law. The SUPERINTENDENT is the chief executive officer of the Board and has the primary responsibility for execution of Board policy. The parties agree to cooperate fully and to assist each other in satisfying these responsibilities. Further, the BOARD, agrees to work cooperatively to assist the SUPERINTENDENT in satisfying these responsibilities, and agrees to participate and support activities, workshops, training, and other similar development activities recommended to build positive working relationships and the general capacity of the BOARD to perform their duties.
2. Subject to the BOARD's approval, and consistent with the laws of the State, the written policies of the DISTRICT and the rules and regulations of the State Board of Education, the SUPERINTENDENT shall have the ultimate authority and responsibility for the total administration of the DISTRICT, including, but not limited to: the organization, reorganization, and arrangement of the administrative and supervisory staff, which in his judgment best serves the DISTRICT; the administration of the instructional and business services of the DISTRICT; the selection of personnel recommended for employment; the placement, assignment, and transfer of personnel; the evaluation and discipline of DISTRICT employees; the placement and discipline of students; and the student of all criticism, complaints, and suggestions referred to the SUPERINTENDENT by the BOARD and to make appropriate recommendations to the BOARD regarding said referrals.

E. PERFORMANCE OBJECTIVES AND EVALUATION

The SUPERINTENDENT shall be evaluated annually to provide him with written information concerning his performance. These evaluations shall be presented to the SUPERINTENDENT no later than May 1st. The BOARD shall review their evaluation with the SUPERINTENDENT. The format of the evaluation shall be jointly developed by the SUPERINTENDENT and the BOARD. The following terms and conditions will be followed in the evaluation process.

1. On or before September 15th of this year, the BOARD shall meet to establish the SUPERINTENDENT'S performance objectives for the year. On or prior to July 30th of each succeeding school year, the parties shall meet to establish performance objectives for the next succeeding school year. Performance objectives shall be reduced to writing and shall be based upon the duties and responsibilities set forth in this agreement, and any other criteria mutually agreed upon by the parties.

2. The performance objectives shall be the basis for evaluation of the SUPERINTENDENT as hereinafter provided.

3. The SUPERINTENDENT shall submit to the BOARD, on or before July 1st of each year, an annual report analyzing the progress of the DISTRICT and his evaluation of his services as SUPERINTENDENT for the previous school year.

F. TERMINATION OF AGREEMENT

This EMPLOYMENT AGREEMENT may be terminated prior to its normal expiration by:

1. Failure by SUPERINTENDENT to maintain an appropriate California Administrative Credential.
2. Mutual agreement of the parties.
3. Death of SUPERINTENDENT.
4. Retirement of SUPERINTENDENT.
5. Resignation of SUPERINTENDENT.
6. Non-Renewal of Agreement by BOARD.

The BOARD may elect not to renew this Agreement upon its expiration by providing written notice to the SUPERINTENDENT in accordance with Education Code section 35031 (currently 45 days' prior notice) or other applicable provisions of law.

7. Unilateral termination.

The BOARD, within its discretion, may terminate this Agreement without cause at any time upon written notice to the SUPERINTENDENT. In the event this Agreement is terminated without cause, the SUPERINTENDENT shall receive a maximum cash severance payment equal to the monthly salary of the SUPERINTENDENT multiplied by twelve (12) months, or the number of months left on the unexpired term of this agreement, whichever is the lesser amount. Any cash settlement shall not include any other noncash items except health benefits, which may be continued for the same duration of time as covered in the settlement, or until the SUPERINTENDENT finds other employment, whichever comes first. This provision is required by Government Code section 53260 and shall be implemented consistent with that law. This severance payment shall be payable in accordance with

the DISTRICT's regular payroll cycle or, at the BOARD's discretion, in a lump sum. This severance payment shall be provided to the SUPERINTENDENT only if (1) the SUPERINTENDENT executes a separation agreement prepared by the BOARD which includes a full general release of any and all claims, including all those known or unknown, against the BOARD and its individual members, all officers, all employees and all agents arising out of or in any way related to the SUPERINTENDENT's employment or termination of employment with the DISTRICT; and (2) the SUPERINTENDENT agrees to cooperate fully with the BOARD in the transition of his duties and comply with all DISTRICT policies and procedures. All other obligations to the SUPERINTENDENT under this Agreement shall be automatically terminated and completely extinguished. In accordance with Government Code section 53243.3, any severance payment to the SUPERINTENDENT shall be fully reimbursed to the DISTRICT if the SUPERINTENDENT is convicted of any crime involving an abuse of his office or position with the DISTRICT as defined by applicable law.

The intent of this provision is solely to satisfy the requirements in Government Code sections 53260-53264, and shall be interpreted consistently with these statutes.

8. Discharge for Cause.

In the event of discharge for cause, which shall be defined as conduct which is seriously prejudicial to the DISTRICT, this AGREEMENT may be terminated. This shall include, but is not limited to, unprofessional conduct, incompetency, neglect of duty, or breach of contract. Should the BOARD elect to terminate this AGREEMENT prior to its expiration pursuant to this section, the BOARD shall notify SUPERINTENDENT in writing. Upon request, the BOARD shall serve upon SUPERINTENDENT a reasonably detailed statement of charges. SUPERINTENDENT will be afforded an opportunity for a hearing which shall include the right to be represented by counsel and the right to call witnesses. If SUPERINTENDENT chooses to be accompanied by legal counsel at such hearing, SUPERINTENDENT shall bear any costs therein involved. Such hearing shall be conducted in closed session by the Board. SUPERINTENDENT shall be provided a written decision describing the results of the hearing within ten (10) days following such hearing.

G. SEEKING OTHER EMPLOYMENT

Should the SUPERINTENDENT seek other employment during the term of this Agreement, or any extension thereof, SUPERINTENDENT shall notify the BOARD of his intention to seek other employment no later than the date he submits a written application for other employment, or accepts an appointment for an oral interview, whichever occurs first. Failure to provide the BOARD with such notice shall constitute a material breach of this

Agreement. If at any time the SUPERINTENDENT fails to perform his duties and obligations to DISTRICT to the satisfaction of the majority of the BOARD during SUPERINTENDENT's search for other employment, such failure shall constitute a material breach of this Agreement, and the BOARD may, upon majority vote, exercise any remedy provided for by law including, but not limited to, modification or termination for cause of this Agreement. In consideration for this Agreement, SUPERINTENDENT hereby agrees to withdraw any pending written applications or appointments for oral interviews, and shall not consider any other employment considered or entertained prior to the time of execution of this Agreement.

H. SALARY

1. The SUPERINTENDENT's salary shall be \$ **\$252,202.50** per annum under this Agreement and pursuant to the adopted Superintendent salary schedule, payable in equal monthly payments, commencing July 1, 2023.
2. The BOARD shall consider adjustments in the SUPERINTENDENT'S salary annually on or before July 1st of the fiscal year preceding the fiscal year in which the new salary will take effect. If the SUPERINTENDENT receives a "satisfactory" evaluation, the SUPERINTENDENT shall receive the same raise as the certificated and classified employees have received. However, the BOARD hereby retains the right to adjust the annual salary of the SUPERINTENDENT at any time during the term of this Agreement. Any adjustments in salary made during the life of this Agreement shall be in the form of a written amendment hereto, be approved by the Board in Open Session, and shall become part of this Agreement. It is provided, however, that by so doing it shall not be considered that the BOARD has entered into a new Agreement with the SUPERINTENDENT, nor that the termination date of the existing Agreement has been extended.
3. The SUPERINTENDENT shall receive a yearly Master's degree stipend and a yearly Doctoral degree stipend that equals the amount listed on the current Administrative Salary Schedule.
4. The SUPERINTENDENT's salary shall be based upon 225 work days for performing the duties provided in this Agreement. It is agreed that the daily rate of pay be computed by dividing the current base salary by 225.

I. OTHER BENEFITS

The SUPERINTENDENT shall, in addition to salary, receive all of the benefits of employment, including, but not limited to, a Health Benefit contribution of \$10,007 per year, which are granted to the DISTRICT'S certificated employees, according to salary level or other basis provided by the BOARD in connection with such benefits, except as otherwise set forth in this Agreement. The parties agree that the Health Benefit contribution does not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes.

2. The SUPERINTENDENT does hereby agree to have an annual comprehensive medical examination, at the DISTRICT'S expense. If requested by the BOARD, the SUPERINTENDENT agrees to provide the BOARD a physician's statement of health; such information shall be treated as confidential information by the BOARD.

3. The DISTRICT shall provide a cell phone for the SUPERINTENDENT'S use.

4. The DISTRICT will provide health benefits at DISTRICT expense to the SUPERINTENDENT upon retirement and prior to age sixty-five (65). Benefits provided by the DISTRICT will terminate at death or at the end of the month in which the retiree becomes sixty-five (65), whichever occurs first. The DISTRICT shall contribute the same amount to the insurance provider as it contributes for active certificated management members.

When the SUPERINTENDENT reaches the age of sixty-five (65), the DISTRICT will allow the retired SUPERINTENDENT and his spouse to pay the full cost of health premiums until the SUPERINTENDENT'S death, if permitted by the DISTRICT'S health benefits carrier and if the DISTRICT incurs no additional expenses.

J. EXPENSE REIMBURSEMENT

1. The SUPERINTENDENT shall attend appropriate business and professional meetings at local, state, and national levels. The SUPERINTENDENT shall give the BOARD advance notice of business and professional meetings conducted outside of California. Expenses of travel and attendance at out-of-county activities shall be paid in advance by the DISTRICT, or where appropriate reimbursed upon the submission of proper receipts from the SUPERINTENDENT.

2. The BOARD shall pay or reimburse the SUPERINTENDENT for annual professional association dues in the Association of California School Administrators (ACSA) and other professional organizations approved by the Board.

3. The DISTRICT shall pay or reimburse the SUPERINTENDENT for dues and/or membership fees required by the Chamber of Commerce or other civic groups that the BOARD requests SUPERINTENDENT to join.

4. The parties agree that expense reimbursements described in paragraphs J(1)-(3) above do not constitute creditable compensation; therefore, no CalPERS payments shall be made by either party and this income shall not count for retirement purposes

K. VACATION AND SICK LEAVE

1. The SUPERINTENDENT shall receive twenty-two (22) days of paid vacation credit per school year. It is expressly agreed by the parties that up to ten (10) days of unused vacation credit may be accumulated each school year. The SUPERINTENDENT may choose to either carry this unused vacation credit over to the next school year or to be

compensated for it at the SUPERINTENDENT'S daily rate of compensation. Upon termination or expiration of this Agreement, the SUPERINTENDENT shall be entitled to compensation for unused and accrued vacation days at the then current salary rate.

2. The SUPERINTENDENT shall earn twelve (12) days of sick leave per school year which may be accumulated and carried over for succeeding school years. Earned sick leave shall be cumulative as provided by State law and Board policy. The DISTRICT shall not be obligated to compensate the SUPERINTENDENT for accrued sick leave at the time of termination of this Agreement. All unused accumulated sick leave may, at the option of the SUPERINTENDENT, be transferred to a new employer as provided by law.

3. The SUPERINTENDENT shall be entitled to other authorized leaves and holidays not specifically addressed in this Agreement on an equivalent basis to all other similar management personnel.

L. LEGAL TERMS

This Agreement shall be governed by the laws of the State of California.

Integration. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. Neither of the parties has relied upon any oral or written representation or written information given to the party by any representative of the other party.

Severability. If one or more of the provisions of this Agreement are hereafter declared invalid or unenforceable by judicial, legislative or administrative authority of competent jurisdiction, then the parties hereto agree that the invalidity or unenforceability of any of the provisions shall not in any way affect the validity or enforceability of any other provisions of this Agreement.

Modification. No change or modification of the terms or provisions of this Agreement shall be deemed valid unless set forth in writing, ratified in an open session board meeting and signed by both parties.

Construction of Agreement. This Agreement will be liberally construed to effectuate the intention of the parties with respect to the transaction described herein. In determining the meaning of, or resolving any ambiguity with respect to, any word, phrase or provision of this Agreement, neither this Agreement nor any uncertainty or ambiguity herein will be construed or resolved against either party (including the party primarily responsible for drafting and preparation of this Agreement), under any rule of construction or otherwise, it being expressly understood and agreed that the parties have participated equally or have had equal opportunity to participate in the drafting hereof.

Headings. The headings of sections of this Agreement have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions of this Agreement.

Assignment. Since this Agreement is for the employment of SUPERINTENDENT and SUPERINTENDENT's specific knowledge and talents, both parties acknowledge that neither party shall assign this Agreement or any interest therein. Any such attempt to assign this Agreement is null, void and of no effect.

M. REVIEW OF AGREEMENT

Each year at the time of the annual evaluation, the parties shall meet to review the entire Agreement and mutually consider provided extensions, modifications or additions.

N. SIGNATORY CLAUSE

This Agreement includes and is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education of California, and the rules and regulations of the BOARD. This Agreement shall be ratified in an open session Regular Board meeting. But may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

_____ Date Signed: _____

_____ Date Signed: _____