

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 8, 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, J. Silcox
Staff: R. Pecot, T. Jalique, J. Stocking, T. Salinas, S. Smith | |
| 3. | Closed Session: Opportunity to Address the Board Regarding Closed Session Items which follow. Closed session is limited to consideration of items specifically authorized under the Government Code and/or the Education Codes.
3.1 Administrative & Business Services:
3.1.1 Conference with Legal Counsel – Existing Litigation
(G.C. 54956.9(d)(1))
Name of Cases: (1) Tracy Phase 2, LLC, et al. v. Tracy Unified School District; (2) Tracy Hills Holding Company, LLC, et al. v. Tracy Unified School District; Board of Education

3.2 Educational Services:
3.2.1 Reinstatements: AR#23-24/#01, AR#23/24/#02
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___
3.2.2 Approve Funding for Parent Reimbursement and Attorney’s Fee Per Confidential Settlement Agreement
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___
3.3 Human Resources:
3.3.1 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___
3.3.2 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Reinstatements: Reinstatements: AR#23-24/#01, AR#23/24/#02

3.2.1

Action: Motion ____ Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

6b Report Out of Action Taken on Approve Funding for Parent Reimbursement and

3.2.2 Attorney's Fee Per Confidential Settlement Agreement

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

7. Approve Regular Minutes of June 27, 2023

1-6

Action: Motion ____; Second ____ **Vote:** Yes ____; No ____; Absent ____; Abstain ____

8. Student Representative Reports: None.

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

9.1 North Elementary School

10. Information & Discussion Items: None.

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

12. PUBLIC HEARING: 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 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **7-10**

13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors **11-12**

13.1.3 Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District **13-14**

13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year **15-16**

13.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 13.2.1 | Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2023-2024 School Year | 17-20 |
| 13.2.2 | Approve Agreement for Special Contract Services with Chest of Hope for the 2023-2024 School Year | 21-24 |
| 13.2.3 | Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy Independent Study Charter School (TISCS), Duncan Russell & Stein Continuation High, Tracy High and Williams Middle School for the 2023-2024 School Year | 25-29 |
| 13.2.4 | Approve Agreement for Contract Services between San Joaquin Pride Center and Freiler School, Kelly School, Monte Vista School, North School, Poet School, Williams School, Kimball High, Tracy High, Stein Continuation and West High during the 2023-2024 School Year | 30-33 |
| 13.2.5 | Approve Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” curriculum to students in grades 5-7 during after school hours as a voluntary program, per the Substance Use Disorder Plan (SUDP) Tier 1 intervention during the 2023-2024 School year | 34-38 |
| 13.2.6 | Approve Agreement for Contract Services between Valley Community Counseling and Bohn Elementary, Central Elementary, Freiler School, Kelly School, North School, Poet School, Villalovoz Elementary and West High for the 2023-2024 School Year | 39-42 |
| 13.2.7 | Approve Contract Service Agreement with School Psychology Group, Inc. for Independent Educational Evaluations (IEEs) | 43-53 |
| 13.2.8 | Approve Master Contract (MC) for Non-Public School East Valley Education Center for the 2023-2024 School Year (Separate Cover) | 54 |
| 13.2.9 | Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending July 15, 2023 | 55-56 |
| 13.2.10 | Ratify Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for (7) Pyramid Certified Classrooms | 57-60 |
| 13.2.11 | Approve Overnight Travel for the West High School Boys Basketball Team and Advisors to attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 27 – December 30, 2023 | 61-62 |
| 13.2.12 | Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for 2023-2024 | 63-64 |
| 13.2.13 | Approve Agreement for Special Contract Services with the California History Social Studies Project at UC Davis to Provide Ethnic Studies Training for Board Members and Teachers During the 2023-2024 School Year | 65-76 |
| 13.2.14 | Approve Memorandum of Understanding for the Library Speakers Consortium’s BookBreak Program for the 2023-24 Academic Year | 77-81 |
| 13.2.15 | Approve Agreement for Contract Services with A Plus Academic Center for In-Person and Virtual Tutoring Services for Students Experiencing Housing Insecurity and in the Foster Care System for the 2023-2024 School Year | 82-85 |

13.2.16	Approve Agreement for Contract Services between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, Tracy High, and West High for the 2023-2024 School Year	86-89
13.2.17	Approve Agreement for Special Contract Services between Faith in Action Education Services (FACES) and Prevention Services Department for Mental Health Services for the 2023-2024 School Year	90-93
13.2.18	Approve Agreement for Special Contract Services between Faith in Action Community Education Services (FACES) and Prevention Services Department for Tutoring Services for the 2023-2024 School Year	94-97
13.2.19	Approve Contract Service Agreement with Excel Interpreting LLC for the 2023-2024 School Year	98-101
13.2.20	Approve Special Contract Services Agreement with Faith in Action Community Education Services (F.A.C.E.S.) for Independent Education Evaluations (IEEs) for the 2023-2024 School Year	102-105
13.2.21	Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher) NPS for the 2023-2024 School Year (Separate Cover)	106
13.2.22	Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2023-2024 School Year	107-114
13.2.23	Approve Agreement with Imagine Learning, Inc. to provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 12 th grade through June 30, 2024	115-117
13.2.24	Approve Agreement for Contract Services between Imagine Learning LLC and Williams Middle School to Provide MyPath Reading and Math Site License for the 2023-2024 School Year	118-119
13.2.25	Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Williams Middle School during the 2023-2024 School Year	120-125
13.2.26	Approve Agreement for Contract Services between SCUTA and Williams Middle School to Provide License for the 2023-2024 School Year	126-130
13.2.27	Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2023-2024 School Year	131-135
13.2.28	Ratify Agreement for Contract Services with 360 Degree Customer, Inc. for the 2023-2024 School Year	136-139
13.2.29	Approve Purchase for Scholastic Magazines for Williams Middle School to provide Supplemental Resources for Math, Science, Social Studies and ELA/ELD for the 2023-2024 School Year	140-142
13.2.30	Approve the ASIR Visual Marketing MOU for the Tracy Unified School District	143-149
13.3	Human Resources:	
13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	150-153
13.3.2	Approve Classified, Certificated, and/or Management Employment	154-161

- 13.3.3 Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Department and Site Administrators for the 2023-2024 School Year **162-165**
- 13.3.4 Approve Paid Student Internship Agreement with Humphreys University **166-170**
- 13.3.5 Approve Paid Student Internship Agreement with Pacific Oaks College **171-177**
- 13.3.6 Approve Unpaid Student Teaching Agreement with Pacific Oaks College **178-185**
- 13.3.7 Approve Paid Student Internship Agreement with UMass Global (Separate Cover) **186**

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 Consider Claim 623725 **187**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.1.2 Consider Claim 624565 **188**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2 Educational Services: None.

14.3 Human Resources:

- 14.3.1 Adopt Revised Board Policy and Administrative Regulation 4144 and 4244 Grievances/Complaints (First Reading) **189-196**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.2 Adopt Revised Board Policy 4020 Drug and Alcohol-Free Workplace (First Reading) **197-203**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.3 Acknowledge Revised Administrative Regulation 4112.5, 4212.5 and 4312.5 and Abolish Administrative Regulation 4112.62, 4212.62 and 4312.62 (Second Reading) **204-212**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.4 Adopt New Board Policy 4119.26, 4219.26 and 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading) **213-216**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.5 Approve Amendment for a Previously Approved Provisional Internship Permit **217-218**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.6 Approve Revised Job Description for Coordinator of Financial Services **219-221**
Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.
- 14.3.7 Approve a Declaration for a Provisional Internship Permit **222-223**
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 22, 2023
- 17.2** September 12, 2023
- 17.3** September 26, 2023
- 17.4** October 24, 2023

18. Upcoming Events:

- | | | |
|-------------|----------------------|-------------------------------|
| 18.1 | September 4, 2023 | No School, Labor Day |
| 18.2 | October 9-13, 2023 | No School, Fall Break |
| 18.3 | November 10, 2023 | No School, Veteran's Day |
| 18.4 | November 20-25, 2023 | No School, Thanksgiving Break |

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 27, 2023**

- 6:15 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox.
Absent: S. Abercrombie, B. MacDonald.
Staff: R. Pecot, T. Salinas, T. Jalique, S. Smith. Absent: J. Stocking
- 7:00 PM** 5. Vice President Silcox called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Consider Unpaid Leave of Absence for
3.3.1 Classified Employee, #UC-453
Action: Board Denied. **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).
6b Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-455 Utility Person II
Action: No Vote Taken, item pulled.
- Minutes:** 7. **Approve Regular Minutes of June 13, 2023.**
Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald); Abstain-0.
- Audience:** Zachary Boswell, Lori Nelson, Reed Call, Janae Taylor, Tanya Calderon, Geri Neylan, Chris Munger, Donna Ensor,
- Student Rep Reports:** 8.1 None.
- Recognition & Presentations:** 9.1 None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:** None.
10.2 **Educational Services:**
10.2.1 **Receive Report on State Indicators**
Zachary Boswell, Director of Curriculum and Accountability, presented on behalf of Director, Mary Petty. Information is received from our educational partners in February, this information is required to be presented by July 1st. The data is sent out for upload to the California Dashboard. This public information includes metrics in categories such as Chronic Absenteeism, English Learner Progress, and Implementation of Academic Standards. The state has not yet provided information regarding Teachers, Access to Instructional Materials or Facility

Deficiencies. The district has scored a 4 for the implementation of state standards in most areas. A score of 4 represents full implementation with 3's indicating Initial Implementation. One area of improvement is communication between families and district. Based on a variety of compiled survey questions, 91.05% of parents feel there is a positive climate in schools and 93% feel their child has a safe school environment.

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

Zachary Boswell, Director of Curriculum and Accountability, presented on the TISCS State Indicators. The Charter follows the same requirements as the District. The suspension rate is very low for the Charter as it is primarily an online school. They have 20 teachers; all must be fully credentialed. Based on data from educational partners, the school rates all 4's and 5s, with 5 indicating full implementation and sustainability. Regarding climate and safety, parents rated climate at 89.90% and student safety at 87.62%. Since the students are learning from home, some questions may need to be reworded, specifically due to safety since the learning environment does not take place on campus. All students have access to curriculum, with laptops and hotspots provided for their home. 75.7% of the Tracy Charter seniors met their graduation requirement. This number is lower than preferred, however, the school enrolls the majority of expelled students from Tracy Unified which has an impact on the graduation rate.

Hearing of Delegations

11. Geri Neylan has recently retired after teaching for 36 years. She would like to thank the board for the great honor of having the theater at Kimball High School being named the Geri Neylan Performing Arts Theater. The home she has found in the school district has allowed her to become part of many school families and the great drama programs across the district. To be given the opportunity to teach theater at Kimball brings tears to her eyes. She has thoroughly enjoyed her years of teaching and helping to build the drama programs. She feels fortunate to have found unconditional support for her programs. Each of the TUSD Superintendents have recognized the importance of the performing arts program and have attended many of her performances. The District has given her an amazing platform to fulfill her passion and career of a lifetime.

Public Hearing:

12.1 None.

Consent Items:

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

Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald)

13.1 **Administrative & Business Services:**

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

13.1.2 Approve Payroll Reports (April & May 2023)

13.1.3 Approve Revolving Cash Fund Reports (April & May 2023)

- 13.1.4 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.5 Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2023/24 School Year
- 13.1.6 Authorize Associate Superintendent of Business Services to Enter into Agreement to Dispose of Damaged, Obsolete and Surplus Furniture, Computers, and Equipment through Disposal Service

- 13.2 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
 - 13.2.2 Approve Support Services for School Administrator Coaching
 - 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
 - 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
 - 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
 - 13.2.6 Approve Agreement for Special Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School during the 2023-2024 School Year
 - 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
 - 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
 - 13.2.9 Approve Contract Service Agreement with Integrated Pediatric Therapy, Inc. for an Independent Educational Evaluation for Occupational Therapy
 - 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
 - 13.2.11 Approve Agreement for Contract Services between IXL Learning and Duncan Russell Community Day School for the 2023-2024 School year
 - 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
 - 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
 - 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

- 13.2.15 Approve the Purchase of Satchel Pulse; SEL Tier 1 and Tier 2 Intervention for High School Students Exhibiting Behavioral Stressors
- 13.2.16 Approve Master Contract for Non-Public School Anova Center for Education for the 2023-2024 School Year (Separate Cover)
- 13.2.17 Approve Master Contract with Creative Alternatives Inc. for the 2023-2024 School Year (Separate Cover)
- 13.2.18 Approve Master Contract for Non-Public School Point Quest Education for the 2023-2024 School Year (Separate Cover)
- 13.2.19 Approve Master Contract for Spectrum Center – Antioch Campus, NPS for 2023-2024 School Year (Separate Cover)
- 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
- 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
- 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
- 13.2.23 Approve Master Contract for Stockton Educational Center (SEC), NPS for the 2023-2024 School Year (Separate Cover)
- 13.2.24 Approve Master Contract for Summa Academy, Non-Public School for the 2023-2024 School Year (Separate Cover)
- 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
- 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
- 13.2.27 Ratify Approval for Additional Funding for Contract Services with 360 Degree Customer Inc. for the 2022-2023 School Year
- 13.2.28 Approve Licensing Agreement between Renaissance and TUSD through June 2026
- 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
- 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
- 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
- 13.2.32 Approve Agreement for Contract Services between World of Wonders Science Museum and Villalovoz Elementary School for the 2023-2024 School Year
- 13.2.33 Approve Specialized Grant Funding for the 2023-2024 Agriculture Incentive Grant for West High School

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

13.3 Human Resources:

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

Action Items:

14.1 Administrative & Business Services:

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

Action: Hawkins, Fagin **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

- 14.1.2 Approve the Local Control Accountability Plan (LCAP) (Separate Cover)

Action: Hawkins, Fagin **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

- 14.1.3 Approve the Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (Separate Cover)

Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

- 14.1.4 Adopt the 2023-24 Annual School District Budget (Separate Cover)

Action: Hawkins, Fagin **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

- 14.1.5 Adopt Revisions to Board Policy 7310 Naming of Schools, Individual Buildings, or Facilities (Second Reading)

Action: Motion Failed. Hawkins, Fagin **Vote:** Yes-3; No-2 (Alexander, Hoffert); Absent-2 (Abercrombie, MacDonald).

- 14.1.6 Acknowledge Revisions to Administrative Regulation 7310 Naming of Schools, Individual Buildings, or Facilities (Second Reading)

Action: Motion Failed. Hawkins, Fagin **Vote:** Yes-3; No-2 (Alexander, Hoffert); Absent-2 (Abercrombie, MacDonald).

- 14.1.7 Adopt Resolution No. 22-23 Committed Fund Balance

Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

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)

Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

- 14.2.2 Adopt Tracy Charter School Student Handbook and Master Agreements for 2023-2024 (Separate Cover)

Action: Hawkins, Fagin **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

14.3 Human Resources:

14.3.1 Acknowledge Revisions to Administrative Regulation 4133 Travel/ Reimbursement (Second Reading)

Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

14.3.2 Approve a Declaration for a Provisional Internship Permit

Action: Fagin, Hawkins **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

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

Action: Hawkins, Fagin **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

14.3.4 Approve Amendment to Superintendent Contract

Action: Hawkins, Fagin **Vote:** Yes-5; No-0; Absent-2 (Abercrombie, MacDonald).

Board Reports:

Trustees Hoffert and Alexander thanked those that came out to the meeting. Trustee Fagin wished everyone good health and happiness. Trustee Hawkins said there is a new year beginning soon, with a lot of work ahead for them. Trustee Silcox appreciates working with everyone and the work they all do. They have hard decisions to make, with hard conversations, but everyone has the right intentions. He is thankful for this.

Superintendent Report:

Dr. Pecot acknowledges the Business Services department for being here, passing the budget, and working on the LCAP; it isn't easy work and he is very appreciative of them coming to the meetings. He can't think of anyone that is more rewarding to have a building named after them. Ms. Neylan speaking here today is validation and verification of what a deserving, good person she is. He would like to thank the board for trusting him with the school district. He has an awesome team in cabinet and with the others in the room. He is happy to be part of such a great team.

Adjourn: 7:28 p.m.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 8, 2023
SUBJECT: **Ratify Routine Agreements, Expenditures and Notice of Completions
Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

FUNDING: Per attached summary of requisitions.

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

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

BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
August 8 , 2023
SUMMARY OF SERVICES

A.	Vendor:	BZ General Construction
	Sites:	DSC/Transportation Break Room
	Item:	Proposal
	Services:	Remodeling of interior and exterior of portable building
	Cost:	\$61,000
	Project Funding:	Def. Maintenance (Fund 14)

B.	Vendor:	R & S Erection Tri-County, INC.
	Sites:	DSC/Transportation Yard
	Item:	Proposal
	Services:	Installation of new rolling doors
	Cost:	\$64,000
	Project Funding:	Def. Maintenance (Fund 14)

C.	Vendor:	M.C. Kimball and Associates
	Sites:	MOT
	Item:	Agreement
	Services:	Several trainings for MOT employees. Module 2 Active Shooter Response Training (in-person) delivered on July 17, 2023, for up to 130 participants. 50 licenses for SB-390 Campus Safety Supervisor and Security Training. 130 licenses for active shooter response
	Cost:	\$26,575.00
	Project Funding:	General Funding/Compliance

D.	Vendor:	LeaseQuery, LLC
	Sites:	Finance Department
	Item:	Sales Order
	Services:	Software subscription needed to implement GASB 87 and GASB 96.
	Cost:	\$14,400.00, \$9,400.00 annually
	Project Funding:	General Fund

E.	Vendor:	WGR Southwest, Inc.
	Sites:	District-Wide
	Item:	Open Purchase Order
	Services:	Provide support for Tracy Unified School District Storm Water Management Program.
	Cost:	\$9,000.00
	Project Funding:	Environmental Compliance

F.	Vendor:	Peninsulators
	Sites:	Williams
	Item:	Proposal
	Services:	Install new blinds.
	Cost:	\$55,164.00
	Project Funding:	Esser
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G.	Vendor:	Peninsulators
	Sites:	Stein
	Item:	Proposal
	Services:	Install new blinds.
	Cost:	\$25,878.00
	Project Funding:	Esser
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H.	Vendor:	Peninsulators
	Sites:	Bohn
	Item:	Proposal
	Services:	Install new blinds.
	Cost:	\$25,643.00
	Project Funding:	Esser
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I.	Vendor:	Tracy Tank Town Lions
	Sites:	West High School
	Item:	ASB Concession Stand Contract
	Services:	The Tank Town Lions (TTL) will use the West High School concession stand facility during the high school football season. The WHS ASB will supply the refrigeration, ice machine, soft drink dispenser, and cleaning products. TTL will provide the WHS ASB with a sum equal 60% of the net proceeds.
	Cost:	N/A
	Project Funding:	N/A
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J.	Vendor:	Kimball High Athletic Booster Club
	Sites:	Kimball High School
	Item:	ASB Concession Stand Contract
	Services:	The Kimball High Athletic Booster Club will use the Kimball High School concession stand facility during the high school football season. The KHS ASB will supply the cleaning products, outdoor mobile grill, refrigeration, ice machine, freezer, and electrical outlets in working order. The Kimball High Athletic Booster Club will provide the KHS ASB with a sum equal to 70% of the net proceeds.
	Cost:	N/A
	Project Funding:	N/A
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K. Vendor:	Tracy Breakfast Lions Club
Sites:	Tracy High School
Item:	ASB Concession Stand Contract
Services:	The Tracy Breakfast Lions Club will use the Tracy High School concession stand facility during the high school football season. The THS ASB will supply the ice machine, water, water heater, and electricity. The Tracy Breakfast Lions Club will provide the THS ASB with a sum equal to 60% of the net proceeds.
Cost:	N/A
Project Funding:	N/A

L. Vendor:	Samclar
Sites:	North
Item:	Proposal
Services:	Removal and installation of new panels.
Cost:	\$4,600.00
Project Funding:	Fund 25

M. Vendor:	San Joaquin County Office of Education
Sites:	All high schools, K-8's, and two middle schools.
Item:	Agreement
Services:	SJCOE will provide professional learning developing and technical assistant to principals for the 2023-24 school year to improve A-G completion rate and access.
Cost:	No cost to the district
Project Funding:	N/A

N. Vendor:	Fagen Friedman & Fulfroft LLP
Sites:	District-wide
Item:	Agreement for Legal Services
Services:	Legal services related to general education law advice and representation.
Cost:	Rates range from \$180/hr. to \$380/hr. dependent upon the attorney/paralegal.
Project Funding:	General Fund/Risk Management



BUSINESS SERVICES MEMORANDUM

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

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
08/08/2023	The Photo Graphic Art Studio - School Pictures for School ID's and yearbook, Connie Barding 209.830.8830 info@thephotographicartstudio.com, thephotographicartstudio.com. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	05/17/2024
08/08/2023	Anywhere Hypnosis - Hypnosis Entertainment show as a fundraiser through ticket sales, Doug Sands, 608.572.7562, doug@anywherehypnosis.com, www.anywherehypnosis.com/stage-comedy-shows. CONTRACT REQUIRED PRIOR TO OCCURRENCE	09/01/2024
08/08/2023	Flavor Town BBQ - Prepared Food Catered to client's needs, create menu alongside of clients. Pepe Padilla (owner) 209.417.8844, pepepadilla60@icloud.com, flavortownbbqco.com No food sales until 30 minutes after school. CONTRACT REQUIRED PIOR TO OCCURRENCE	02/18/2024

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

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

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 24, 2023
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Merril F. West High School:

1. Tracy Unified School District/Merril F. West High School: From Charities Aid Foundation America for the amount of \$500.00 (ck# 0001633287). This donation is for Boys Volleyball.
2. Tracy Unified School District/Merril F. West High School: From MV Drywall, Inc. for the amount of \$499.00 (ck# 6984). This donation is for food/beverages during the new hire (TTIP) presentation day at WHS on 7/28/23.

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

FUNDING: Sites and departments of the District will incur responsibilities and costs associated with (some) of the donations which include, but are not limited to, supplies, repairs, maintenance of equipment, disposal/recycling. All items accepted by the Board of Trustees of the Tracy Unified School District are directed to the District's warehouse through the Materials Management Department for inclusion on the inventory list, marking for distribution and

identification prior to site or department use or placement. All items needing inspection prior to installation or use are scheduled through the Materials Management and Operations and/or the Facilities Developments and budgeted accordingly. All technology items are reviewed and approved by the Director of Information Services and Educational Technology, prior to Board presentation.

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

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 25, 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>
Freiler Staff Parent Association	<i>Recommended for approval</i>	<i>Current</i>
George Kelly Parent Alliance	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Recommended for approval</i>	<i>Current</i>
Jacobson Staff Parent Assoc.	<i>Approved</i>	<i>Current</i>
Kimball High School Music Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High School PTSA	<i>Approved</i>	<i>Current</i>
Tracy High Baseball Booster Club	<i>Approved</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>Approved</i>	<i>Current</i>
Tracy High Softball 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>Approved</i>	<i>Current</i>
West High Science Booster Club	<i>Approved</i>	<i>Current</i>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2023
SUBJECT: Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2023-2024 School Year

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Axis Community Health to provide school-based mental health counseling to Monte Vista Middle School. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Axis Community Health services will not exceed \$85,600.00. Services will be paid using TUSD LCAP funds and Expanded Learning Opportunities Grant (ELOG).

RECOMMENDATION: Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Axis Community Health, hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Provide school based mental health services during the 2023-2024 school year to the following school site: Monte Vista Middle School (5 days @ 30 hrs/week). A monthly Mental Health Referral Log and a Student Log will need to be submitted with each monthly invoice. Providers must be Marriage Family Therapists (MFT), or Masters of Social Work (MSW) or Licensed Marriage Family Therapist (LMFT) or a registered Associate with the Board of Behavioral Sciences (BBS).

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 1070 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$80 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$85,600.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$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 9, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: Jun 7, 2023
SUBJECT: Approve Agreement for Special Contract Services with Chest of Hope
for the 2023-2024 School Year

BACKGROUND: Tracy Unified School District (TUSD) and District's LCAP Parent Engagement goal supports the offerings of parenting classes and parent outreach workshops.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Chest of Hope will provide participants with a variety of tools and skills to encourage a healthy lifestyle and parenting. Over a course of 6 weeks, viewers will have the opportunity to learn about child development, child maltreatment, positive and negative nurturing, child safety, teaching responsibility, and finally, self-care. This service aligns with TUSD's LCAP Goal 2 (Provide a safe and equitable learning environment for all students and staff; Priority3) Parent Engagement.

FUNDING: Chest of Hope provides this service at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Chest of Hope for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Chest of Hope, 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: To provide participants with a variety of tools and skills to encourage a healthy lifestyle and parenting. Over a course of 6 weeks, viewers will have the opportunity to learn about child development, child maltreatment, positive and negative nurturing, child safety, teaching responsibility, and self-care during the 2023-2024 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1-1.5 () [X] HOURS [] DAYS, under the terms of this agreement at the following location All TUSD Schools.

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

- a. District shall pay \$0.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [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 9, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2023
SUBJECT: Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy Independent Study Charter School (TISCS), Duncan Russell & Stein Continuation High, Tracy High and Williams Middle School for the 2023-2024 School Year

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to nine (9) school sites: Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy Independent Study Charter School, Duncan Russell & Stein Continuation High, Tracy High and Williams Middle School. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Community Medical Centers services will not exceed \$672,000.00. Services will be paid using TUSD LCAP funds and Expanded Learning Opportunities Grant (ELOG).

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Centers and Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley

Elementary, South West Park Elementary, Tracy Independent Study Charter School (TISCS), Duncan Russell & Stein Continuation High, Tracy High and Williams Middle School for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school based mental health services during the 2023-2024 school year to the following school sites: Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South/West Park Elementary, Tracy Independent Study Charter School (TISCS), Duncan-Russell & Stein Continuation High, Tracy High and Williams Middle School. A monthly Mental Health Referral Log and a Student Log (for each school site) will need to be submitted with each monthly invoice. Providers must be Marriage Family Therapists (MFT) or Masters of Social Work (MSW) Interns or Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT) or a registered Associate with the Board of Behavioral Sciences (BBS).

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 8400 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$80 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$672,000.00. 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 4, 2023 August 9, 2023 and shall terminate on June 30, 2024.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Christine Noguera

Christine Noguera (Jun 8, 2023 15:40 PDT)

Contractor Signature

Title

94-2437106

IRS Identification Number

Christine Noguera, CEO

Title

Community Medical Centers, Inc.

Address

7210 Murray Drive

Stockton, CA 95210

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 Agreement for Contract Services between San Joaquin Pride Center and Freiler School, Kelly School, Monte Vista School, North School, Poet School, Williams School, Kimball High, Tracy High, Stein Continuation and West High during the 2023-2024 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performances and overall well-being. Social and emotional interventions in the school setting are necessary for students to access in order to be academically successful. In partnership with the San Joaquin Pride Center, TUSD will expand mental health services for schools with students in grades 6-8 and 9-12. Services will include cultural awareness and diversity, staff/parent trainings inclusive of the LGBTQ+ community, on-site support for student leadership clubs and the establishment of a Gay Straight Alliance, resource materials, and case management services.

RATIONALE: A multi-tiered system of supports is the District's framework to identify levels of social-emotional interventions. Tier 1 and 2 interventions for students who are struggling to meet academic, attendance, and/or behavioral expectations within a school setting to serve as preventative. The District benefits greatly from having school-based mental health support services for schools with students in grades 6-8 and 9-12 and identify as being a part of the LGBTQ+ community. The mission of the San Joaquin Pride Center is to create safe and welcoming spaces, by providing resources that educate the public in tolerance and respect for all people within the LGBTQ+ community. Additionally, this service aligns with TUSD's LCAP Goal # 2: Provide a safe and equitable learning environment for all students and staff; Action 14: Mental Health Awareness and Preventative Parent Workshops.

FUNDING: The total cost for San Joaquin Pride Center services will not exceed \$15,000.00. Services will be paid using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin Pride Center and Freiler, Kelly, Monte Vista, North, Poet, Williams, Kimball High, Tracy High, Stein Continuation and West High Schools for the 2023-24 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: In partnership with San Joaquin Pride Center, TUSD will expand mental health services at schools with students in grades 6-12: Freller, Kelly, Monte Vista, North, Poet, Williams, Kimball High, Tracy High, Stein Continuation and West High Schools. Services will include cultural awareness and diversity trainings inclusive of the LGBTQ+ community, on-site mental health support for students in need of services, support for student leadership clubs and the establishment of Gay Straight Alliance providing resource materials and case management services. A monthly log will need to be submitted with information on schools serviced along with invoice for payment purposes.

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

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

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

- a. District shall pay \$ 15,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 15,000.00. 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 [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2023 ~~August 9, 2023~~, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

 _____
Contractor Signature Title

46-4844960

IRS Identification Number

San Joaquin Pride Center

Title

937 N. Yosemite

Address

Stockton, CA 95203

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 Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” curriculum to students in grades 5-7 during after school hours as a voluntary program, per the Substance Use Disorder Plan (SUDP) Tier 1 intervention during the 2023-2024 School year

BACKGROUND: San Joaquin County Office of Education will provide primary prevention services for substance use disorders (SUD). These will include strategies, services, and initiatives directed at individuals who have not been determined to require SUD treatment to reduce both direct and indirect adverse personal, social, and health and economic consequences resulting from problematic alcohol and other drug (AOD) availability, manufacturing, distribution, promotion, sales and use.

Services will be designed to educate and counsel individuals on substance abuse and provide activities to reduce the risk of such abuse by the individuals. Priority will be given to programs for populations that are at risk for developing a pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

Funds will support prevention services as detailed in the County’s Strategic Prevention Plan. Services will be provided to school-aged children and youth in grades 5-7. The schools that will receive access to these services are as follows: Freiler, Kelly, Poet, Williams, Bohn, and Hirsch.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Per the SUDP, SJCOE has designated grades 5-7 to receive substance use prevention services during after school as a TUSD’s tier 1 intervention. Sow A Seed will receive training on the “Too Good for Drugs” curriculum, outreach to students in grades 5-7, and monitor the attendance and completion of the eight-week curriculum. This effort is in alignment with TUSD’s LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #3: Apply fiscal operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The total cost for four (4) eight-week cycles of “Too Good for Drugs” curriculum will not exceed \$12,000.00. Services will be paid with the Substance Abuse Prevention and Treatment Block Grant through SJCOE.

RECOMMENDATION: Approve Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” curriculum to students in grades 5-7 during after school hours as a voluntary program, per the Substance Use Disorder Plan (SUDP) Tier 1 intervention, for a total of four (4) eight-week sessions during the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a voluntary Tier 1 intervention, per the Substance Use Disorder Plan (SUDP), for a total of four (4) eight-week sessions during the 2023-2024 school year. The schools that receive access to these services are as follows: Bohn, Freiler, Hirsch, Kelly, Poet & Williams. Invoices will be paid with proof of services through a collection of student attendance.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 144 () [X] HOURS [] DAYS, under the terms of this agreement at the following location See Above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 12,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,000.00. 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 9, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2023
SUBJECT: Approve Agreement for Contract Services between Valley Community Counseling and Bohn Elementary, Central Elementary, Freiler School, Kelly School, North School, Poet School, Villalovoz Elementary and West High for the 2023-2024 School Year

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to eight (8) school sites: Bohn Elementary, Central Elementary, Freiler School, Kelly School, North School, Poet School, Villalovoz Elementary and West High. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff; Goals # 16 & #17.

FUNDING: The total cost for Valley Community Counseling services will not exceed \$672,000.00. Services will be paid using TUSD LCAP funds and Expanded Learning Opportunities Grant (ELOG).

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Bohn Elementary, Central Elementary, Freiler School, Kelly School, North School, Poet School, Villalovoz Elementary and West High for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: Provide school based mental health services during the 2023-2024 school year to the following school sites: Bohn Elementary (5 days @ 30 hrs/week), Central Elementary (5 days @ 30 hrs/week), Freiler School (5 days @ 30 hrs/week), Kelly School (5 days @ 30 hrs/week), North School (5 days @ 30 hrs/week), Poet School (5 days @ 30 hrs/week), Villalobos Elementary (5 days @ 30 hrs/week) and West High (5 days @ 30 hrs/week). A monthly Mental Health Referral Log and a Student Log (for each school site) will need to be submitted with each monthly invoice. Providers must be Licensed Marriage Family Therapists (LMFT), or a Licensed Clinical Social Worker (LCSW), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behavioral Sciences Registered Associate MFT, ACSW, or AFCC or a Master's Level student enrolled in a Master's counseling program or related study.

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 8400 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$80 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$672,000.00. 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 August 9, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

S. Med m77 6/6/23
Contractor Signature Title

94-2468972
IRS Identification Number

VCCS Manager
Title

6707 Embarcadero DR.
Address

Stockton CA 95219

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: July 14, 2023
SUBJECT: Approve Contract Service Agreement with School Psychology Group, Inc.
for Independent Educational Evaluations (IEEs)

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

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

FUNDING: Expenses for this contract will not exceed \$20,550 for the 2023-2024 regular school year. Special Education contract expenses will be funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with School Psychology Group, Inc. for Independent Educational Evaluations (IEEs).

Prepared by: Sean Brown, Director of Special Education.

[REDACTED]

AGREEMENT TO PROVIDE AN INDEPENDENT EDUCATIONAL EVALUATION

This Agreement ("Agreement") is entered into, by and among the School Psychology Group, Inc. ("Vendor") on the one hand, and minor [REDACTED] ("Student"), by and through her parent, [REDACTED] ("Parent"). 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] to be provided at no cost to Parent.
- B. District consents to Ruth Rubalcava, PsyD, Licensed Educational Psychologist of the School Psychology Group, Inc. as the independent assessor.
- C. Parent consent to an IEE fee of \$6,850 (the "IEE Fee") to be paid by District.

AGREEMENT

BUSINESS NAME: School Psychology Group, Inc.

ADDRESS: 765 San Diego Road, Berkeley, CA 94707

MAILING ADDRESS: 765 San Diego Road

CITY: Berkeley

STATE: CA

ZIP: 94707

PHONE: 510-910-3222

FAX: 510-680-1189

FEDERAL TAX I.D. NUMBER: 85-1695813

1. DESCRIPTION OF SERVICES (SCOPE OF WORK)

Ruth Rubalcava, PsyD, Licensed Educational Psychologist of Vendor shall provide the following services (the "Services") to [REDACTED] child of [REDACTED]

- i. 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 Parent and District.
- iii. If requested by Parent 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 Parent, 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 Parent and District.
- v. The Services must be completed in a good and workman like 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 Parent. Once the written report has been provided to Parent and District, Vendor will submit an invoice to Parent, with copy 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 Parent 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 Parent 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 Parent 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 INCOUNTERPARTS

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.

SCHOOL PSYCHOLOGY GROUP, INC.

By: Dr. Ruth Rubalcava
257C46DA04554EC

Printed Name: Ruth Rubalcava

Title: President, School Psychology Group, Inc.

Date: 6/13/2023

PARENT

By: [Redacted]
DocuSigned by:
B7855C956DC84A9...

Printed Name: [Redacted]

Date: 6/13/2023

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: _____

[REDACTED]

AGREEMENT TO PROVIDE AN INDEPENDENT EDUCATIONAL EVALUATION

This Agreement ("Agreement") is entered into, by and among the School Psychology Group, Inc. ("Vendor") on the one hand, and minor [REDACTED] ("Student"), by and through her parent, [REDACTED] ("Parent"). 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.

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- A. Tracy Unified School District ("District") consented to an independent educational evaluation ("IEE") for [REDACTED] to be provided at no cost to Parent.
- B. District consents to Ruth Rubalcava, PsyD, Licensed Educational Psychologist of the School Psychology Group, Inc. as the independent assessor.
- C. Parent consent to an IEE fee of \$6,850 (the "IEE Fee") to be paid by District.

AGREEMENT

BUSINESS NAME: School Psychology Group, Inc.

ADDRESS: 765 San Diego Road, Berkeley, CA 94707

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FAX: 510-680-1189

FEDERAL TAX I.D. NUMBER: 85-1695813

1. DESCRIPTION OF SERVICES (SCOPE OF WORK)

Ruth Rubalcava, PsyD, Licensed Educational Psychologist of Vendor shall provide the following services (the "Services") to [REDACTED] child of [REDACTED]

- i. 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 Parent and District.
- iii. If requested by Parent 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 Parent, 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 Parent and District.
- v. The Services must be completed in a good and workman like 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 Parent. Once the written report has been provided to Parent and District, Vendor will submit an invoice to Parent with copy 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 Parent 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 Parent 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:

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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 Parent 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 INCOUNTERPARTS

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.

SCHOOL PSYCHOLOGY GROUP, INC.

By: Dr. Ruth Rubalcava
257C46DA04554EC

Printed Name: Ruth Rubalcava

Title: President, School Psychology Group, Inc.

Date: 6/14/2023

PARENT

By: [Redacted Signature]
72512A5CF4664A9...

Printed Name: [Redacted Name]

Date: 6/13/2023

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: July 13, 2023
SUBJECT: Approve Master Contract (MC) for Non-Public School East Valley Education Center for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at East Valley Education Center in Oakdale, CA. The District's Special Education administration would like to contract with East Valley Education Center for the 2023-2024 school year to provide placement pursuant to students and their IEP. Approval is necessary at this time 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 total contract expenses will not exceed \$150,000.00. 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 (MC) for Nonpublic School with East Valley Education Center 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: July 10, 2023
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending July 15, 2023

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

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

FUNDING: No cost.

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

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

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

District: Tracy Unified School District

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

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

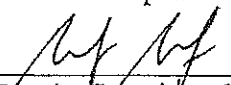
Date for information to be reported publicly at governing board meeting: August 8, 2023

Please check the box that applies:

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

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

Dr. Rob Pecot
Print Name of District Superintendent


Signature of District Superintendent

7/13/23
Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 11, 2023
SUBJECT: Ratify Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for (7) Pyramid Certified Classrooms

BACKGROUND: Tracy Unified School District (TUSD) provides Specialized Academic Instruction and evidence-based interventions for students with Autism. Providing support to our students with Autism in the school setting is necessary for students to access and in order to be academically successful.

RATIONALE: Pyramid Educational Consultants provides training and consultation in the areas of classroom structure, behavioral support, and functional communication by providing 3 days of training and monthly consultation to (7) Special Day Classes for Autism at North Pre-K, Central, and Jacobson.

FUNDING: Expenses for 2023-2024 regular school year and related services will not exceed \$80,000.00. Special Education contract expenses will be funded through Learning Recovery and Early Intervention grants.

RECOMMENDATION: Ratify Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for (7) Pyramid Certified Classrooms.

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 Pyramid Educational Consultants, 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: To provide training and consultation from Pyramid Educational Consultants for Special Education Autism classes (Prek through 2nd grade) at 3 sites: Central, Jacobson, and North. Pyramid Certified Consultants consult and support in the areas of classroom structure, behavioral support, and functional communication by providing 3 days of training and monthly consultation.

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 23 () [] HOURS [X] DAYS, under the terms of this agreement at the following location the District Education Center, Central, Jacobson, and Nor.

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

- a. District shall pay \$ 75,128.25 per [] HOUR [] DAY [X] 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 \$ -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 July 1, 2023, and shall terminate on June 30, 2024.

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

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

David Battista Digitally signed by David Battista Director of Operations
Date: 2023.06.08 10:02:27 -04'00'

Contractor Signature Title
84-4006457

IRS Identification Number
Director of Operations

Title
Pyramid Educational Consultants, LLC.

Address
350 Churchmans Road Suite B

New Castle DE 19720

Tracy Unified SD

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: July 18, 2023
SUBJECT: Approve Overnight Travel for the West High School Boys Basketball Team and Advisors to attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 27 – December 30, 2023

BACKGROUND: The West High School Boys Basketball Team would like to participate in the Clovis Elks Tournament. The trip would consist of approximately 12 players, 1 student manager and 3 Coaches attending Clovis High School campus in Clovis, CA. The team will travel by district vans driven by District approved drivers/volunteer coaches. The team will stay at the Homewood Suites in Clovis, CA. We will be travelling to Clovis on December 27th and return on December 30th. The team will be chaperoned by Coach Park and assistant coaches throughout the duration of the trip.

RATIONALE: The opportunity to participate in a 4-day overnight Basketball Tournament camp which will provide the students with the importance of teamwork. At the tournament, students will develop skills, learn positive competitive involvement, techniques, and team bonding. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The West High Athletic Boosters will pay the \$750.00 transportation cost for District vans to be driven by the coaches. Individual players will pay for additional food and miscellaneous expenses. West High Boys Basketball Program (ASB) will pay the \$600.00 tournament fee and the cost of the hotel rooms.

RECOMMENDATION: Approve Overnight Travel for the West High School Boys Basketball Team and Advisors to attend Clovis Elks Tournament at Clovis High School in Clovis, CA on December 27 – December 30, 2023.

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

2023 CLOVIS ELKS CLASSIC

CONTRACT

The following is a contract that confirms your school's entry into the 2023 Clovis Elks Varsity Basketball Tournament. **Please return by Oct. 1st, 2023.**

Date/Location

Clovis High School North and South Gyms.
The tournament will be played December 27-30th.

Entry Fee

\$600- this non-refundable fee is due by November 1, 2023. If the fee is not received by November 1, 2023, the price goes up to 700.00.

Games Guaranteed

Each team is guaranteed 4 games.

Important Notice

**PLEASE RETURN ASAP!! OR NO LATER THAN October 1st TO GUARANTEE
A SPOT IN THE TOURNAMENT**

Facilities

Invited schools will use Clovis Unified School District Facilities and will accept liability for any damage to these facilities.

Meals

Complimentary meals will be provided by Clovis High (pasta, steak sandwiches, tacos, Pizza and sides)

Rules according to the California Interscholastic Federation and National Federation of High School Sports apply. The tournament has received statewide sanction by CIF.

The following signatures indicate formal acceptance by the invited school to participate in the Clovis Elks Classic.

School

Coach's Signature

Athletic Director's Signature

Date

Date

Please Return To:

Clovis High School Athletic Department

1055 Fowler Ave

Clovis, CA 93611

Cell: 559-327-1329, Fax: 559-327-1010, jessehardwick@cusd.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 25, 2023
SUBJECT: Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for 2023-2024

BACKGROUND: Each year, the District is required to submit to the State Department of Education, a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Plans for Student Achievement (SPSAs) containing specific goals, programs, and budgets are submitted to the School Board each year as part of this approval process.

RATIONALE: State law requires local Governing Board approval of the Consolidated Application For Funding. 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 careers; District Strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost to the District. However, *approval of the Con App guarantees State and Federal Funds continue to be granted to the District.*

RECOMMENDATION: Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for 2023-2024.

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

2023–24 Application for Funding**CDE Program Contact:**Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297**Local Governing Board Approval**

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	No
---	----

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

By checking this box the LEA certifies that parent input has been received from the District English Learner Committee (if applicable) regarding the spending of Title III funds for the listed fiscal year	Yes
---	-----

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant ESEA Sec. 3102 SACS 4201	Yes
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

*****Warning*****

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 28, 2023
SUBJECT: **Approve Agreement for Special Contract Services with the California History Social Studies Project at UC Davis to Provide Ethnic Studies Training for Board Members and Teachers During the 2023-2024 School Year**

BACKGROUND: Ethnic Studies is an interdisciplinary academic subject, focusing on four core disciplines: American Indian/Native American Studies, African American Studies, Latinx/Chicanx Studies, and Asian American Studies (including Arab-American Studies). (California Ethnic Studies Model Curriculum, p. 2).

The graduating class of 2029-30 will be the first to be required to take this course for graduation. Tracy Unified School District must implement this course during or before the 2026-27 school year. In 2022-23, TUSD designed the course outline for a course approval to be submitted in 2023-24 as an elective for the 2024-25 school year. In 2023-24, the UC Davis consultants will train Board members, History-Social Studies Department Chairs, high school and middle school administrators about Ethnic Studies and the California course requirement and continue the work of course development with the teachers in the Ethnic Studies Course Development team.

RATIONALE: In addition to Ethnic Studies becoming a required course, teaching Ethnic Studies has benefits to students. Ninth graders taking Ethnic Studies courses showed statistically significant improvements on all three ninth-grade academic outcomes: researchers found that attendance increase by 21 percentage points, GPA by 1.4 points and credits earned by 23. A longitudinal study, using the same cohorts, found that, by their fourth year of high school, the positive findings from the first study persisted: attendance improved as students who participated in ES came to school more often during their remaining time in high school, for a total of one additional day of school every two weeks; the students had also passed six more courses than a comparison group; more than 90% graduated within 5 years compared to 75% of their peers; they were also 15% more likely to enroll in college within six years.

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; and Goal #3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The cost for this training will not exceed \$76,000 and will be paid by the LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with the California History Social Studies Project at UC Davis to Provide Ethnic Studies Training for Board Members and Teachers During the 2023-2024 School Year.

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

UNIVERSITY SERVICES AGREEMENT
(Tracy Unified School District)

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its UC Davis College of Letters and Science and its CHSSP(the Facility) and TRACY UNIFIED SCHOOL DISTRICT (Sponsor).

R E C I T A L S

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by Sponsor have been determined to serve purposes consistent with University objectives and their provision to Sponsor not to adversely affect the conduct of University activities; and

WHEREAS, Sponsor has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to Sponsor.

T E R M S A N D C O N D I T I O N S

1. Services. The Facility shall provide professional learning programming with a focus on ethnic studies implementation, as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature through 06/30/2024.
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rates of **\$1,000.00/hr.** as more fully described in "Exhibit A". The total cost of services shall not exceed **\$76,000.00.** Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 30 days of Sponsor's receipt

of University's invoice. Facility reserves the right to suspend performance of services if Sponsor fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

- 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.

- 5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.

6. Non-Liability of University.

- 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.

- 6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.

- 6.3. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.

- 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.

7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

- 7.1. University's Obligation. University shall treat Sponsor's Confidential Information in the same manner as University treats its own similar information. Upon Sponsor's written request, University shall use reasonable means to protect Sponsor's Confidential Information by means not normally employed by University, however, University shall have no obligation to comply with any such request by Sponsor. Should such protection occur, any related costs shall be borne by Sponsor. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to Sponsor that Confidential Information is being sought by a third party, to afford Sponsor an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at Sponsor's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon Sponsor's request, University agrees to cease using all Confidential Information and to return it promptly to Sponsor.
- 7.3. Time Limitation. University shall not divulge Sponsor's Confidential Information for a period of three years following termination of this agreement, or earlier if Sponsor makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by Sponsor's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY SPONSOR FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that Sponsor will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to Sponsor following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at Sponsor's initiative, risk, cost, and expense.
10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in

connection with or as a result of performing the services described in Exhibit A. Upon written request, University agrees to submit a copy of any proposed publication to Sponsor and allow Sponsor a 30 day period in which to review each publication for confidentiality purposes and to identify any inadvertent disclosures of Sponsor's Confidential Information. If necessary to permit the preparation and filing of United States patent applications, University may agree, in its sole discretion, to an additional delay period not exceeding 30 days.

11. Use of University's Name. Sponsor shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. University may terminate this agreement at any time by giving Sponsor 30 calendar days' written notice of such action.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:

- 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

UNIVERSITY
Steven Kobayashi
Business & Revenue Contracts
University of California, Davis
One Shields Avenue
Davis, CA 95616
E-mail: stkobayashi@ucdavis.edu

SPONSOR
Debra Schneider
Tracy USD
Director of Instructional Media
Services and Curriculum
[Click or tap here to enter text.](#)
E-mail: dschneider@tusd.net

- 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Dominique Williams
Project
University of California
One Shields Avenue
Davis, CA 95616

Telephone: California History SS
E-mail: dawilliams@ucdavis.edu

14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

18. Severability. If a provision of this agreement becomes, or is determined to be, illegal, invalid, or unenforceable, that will not affect the legality, validity, or enforceability of any other provision of the agreement or of any portion of the invalidated provision remains legal, valid, or enforceable.
19. Entire Agreement. The terms of Sponsor's addendum or purchase order shall have no effect on the terms and conditions of this agreement. This agreement contains all of the terms and conditions applicable to the Services provided hereunder and constitutes the entire understanding of the parties respecting the subject matter hereof, superseding any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

TRACY USD

By: _____
(authorized signature)

Print name: _____

Title: _____

Date: _____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

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

Digitally signed by Steven
Kobayashi
Date: 2023.07.26 15:31:11 -07'00'

Date: July 26, 2023

Background: Tracy Unified School District seeks professional coaching to support the implementation of Ethnic Studies.

Services:

To meet the needs of TUSD, the California History-Social Science Project proposes the following program:

1. School Board, Administration, and High School Social Studies Department Chair Training

- A. This program will include the following elements:
 - Overview and timeline of Tracy USD Ethnic Studies implementation
 - History of Ethnic Studies through primary sources
 - Facilitated Community Circle on identity
 - Review of essential scholarship that contributes to the understanding of Ethnic Studies
 - Presentation on Ethnic Studies pedagogy
 - Presentation Ethnic Studies Model Curriculum and/or sample lessons
- B. Details/ Schedule/ Hours
 - Trainings for the board
 - 1. Two half-days in Fall
 - Trainings for department chairs and administrators
 - 1. Two half-days in Fall
 - Not to exceed 16 hours of meeting time
 - Date TBD
- C. Cost
 - Not to exceed \$16,000

2. Professional Learning and Course Design for the Ethnic Studies Development Team

- A. This program will include the following elements:
 - Reinforcement of ethnic studies tenants and other skills, knowledge, and pedagogical practices
 - Facilitated community-building activities for the Ethnic Studies Development Team and Social Studies Department Chairs and supporting each other, which can also be implemented in the classroom
 - Development of the course outline
 - 1. emphasis on Universal Design for Learning
 - 2. facilitated review of other district course outlines including unit questions, topics, sources and instructional activities;
 - 3. consensus building to name the course units, and develop inquiry questions
 - 4. alignment to district and University of California Office of the President policies
- B. Details/ Schedule/ Hours
 - 10 six-hour days
 - approximately monthly

- Not to exceed 60 hours of meeting time
- C. Cost
 - Not to exceed \$60,000

Contract Period: Jul 1, 2023 - June 30, 2024

Total Cost: \$76,000 (76 hours @ \$1000/hour Professional Learning Rate)

Logistics

The California History-Social Science Project will provide access to all digital materials to Tracy USD for use by district teachers and students.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The California History Social Studies Project (CHSSP), University of California, Davis, 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 learning support for teachers and Board members to deepen their understanding of Ethnic Studies' foundations, concepts, content, and pedagogy in order to design a high school course and its content, as well as prepare the teachers to teach the course and the district administration to support the course.

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 76 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location IMC and DEC.

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

- a. District shall pay \$ 1000.00 per ☒ HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$ 76,000.00. 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 \$ 76,000.00 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 9, 2023, and shall terminate on May 31, 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, Debra Schneider, at (209) 830-3252 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Steven Kobayashi Digitally signed by Steven Kobayashi
Date: 2023.07.28 12:19:57 -07'00'

Contractor Signature

Title

Steven Kobayashi

IRS Identification Number

94-6036494

Title

Associate Director

Address

One Shields Avenue

Davis, CA 95616

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: July 26, 2023
SUBJECT: Approve Memorandum of Understanding for the Library Speakers Consortium's BookBreak Program for the 2023-24 Academic Year

BACKGROUND: The Library Speakers Consortium's BookBreak program provides school libraries with live streaming author and illustrator visits; those visits are also recorded for access at any later time. BookBreaks for K-5 students are 10-15 minutes long and provided 2-3 times each month during the school year. BookBreak lessons, with reproducibles and activities, are provided to be used before and after each talk.

RATIONALE: Students' reading interest and motivation can be positively influenced by seeing the live authors who write and illustrate the books in their library. By describing their process, these authors/illustrators encourage students to engage more in both reading and writing. In one nationwide survey of over 600 teachers, librarians, administrators, and parents who had hosted author visits, 91% reported students were motivated to read more, 75% reported increased creativity and expression in students, and 70% reported students were motivated to write more. In addition, many studies of reading motivation have found that increased reading motivation and pleasure reading lead to an increase in academic achievement.

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

FUNDING: The cost for this program in the 23-24 academic year is \$8455 and will be paid from Title IV funds.

RECOMMENDATION: Approve Memorandum of Understanding for the Library Speakers Consortium's BookBreak Program for the 2023-24 Academic Year.

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

Date: December 7, 2022

Subject: Memorandum of Understanding for Tracy Unified School District in California

Library Speakers Consortium (operated by PBC Guru) is happy to submit this proposal for Tracy Unified School District to become members of the BookBreak School Author Talk program for elementary schools. The proposal is split into three sections:

1. Services Provided
2. Cost of Service
3. Terms of Service

Any questions, concerns, or feedback can be directed through email to finance@pbc.guru. We're excited about the possibility of working with you and are happy to discuss any of the details of this proposal.

1. Services Provided

BookBreak will bring 2-3 online bestselling children's author talk events to schools each month that will be streamed live online. Each talk will be geared to specific grade cohorts (e.g., K-1st, 2nd-3rd and 4th-5th or K-2nd and 3rd-5th) so each grade will have the opportunity to hear from an age-appropriate author about once per month. Talks will be scheduled from September through May each year to coincide with the academic year. Recordings of the talks will be available for future instruction and for school librarians/media specialists.

Each live talk will be 10-15 minutes in length and designed as a short "brain break" for teachers to share in their classrooms. This length is ideal to offer value without cutting into instruction time.

We are highly committed to offering a diverse mix of perspectives and will ensure that half or more of speakers will be women and/or people of color. Other program features include:

- Additional 2-to-5-minute videos recorded with authors tying to specific curriculum topics.
- Most authors will present two talks during the school day (e.g., 12 and 1:30 PM) to allow classes with different lunch times to be able to attend a live talk.
- Recordings of live events available for future lessons.
- Resources for educators to incorporate before and after each talk including classroom activities.
- Microsites that are customized to display individual school's logos and colors.
- Ability for parents and students to access recordings at home.
- Detailed analytics of classroom registrations, live views and archive views.

2. Cost of Service

The cost of membership is based on the number of schools with K-5 students participating in the program. Each elementary school is classified as one of the following for pricing purposes:

- Non-Title 1 (schools where less than 40% of students are on Free and Reduced Meals)
- Title 1 (schools where 40% to 80% of students are on Free and Reduced Meals)
- High-Poverty Title 1 (schools where 80% or more of students are on Free and Reduced Meals)



Library Speakers CONSORTIUM

The tables below list the participating K-5 schools in the district and the cost for each school along with the relevant district pricing discount.

School Name	Enrollment	Free and Reduced Meals %	Annual Cost	Notes
Art Freiler	759	51%	\$1,150	750+ Students - Title 1 School Wide Pricing
Central Elementary	443	80%	\$0	Free - Buy One Give One
George Kelly Elementary	978	41%	\$1,150	750+ Students - Title 1 School Wide Pricing
Gladys Poet-Christian Elementary	515	37%	\$975	250 to 750 Students - Regular Pricing
Louis A. Bohn Elementary	378	60%	\$875	250 to 750 Students - Title 1 School Wide Pricing
Louis J. Villalovoz Elementary	436	67%	\$875	250 to 750 Students - Title 1 School Wide Pricing
McKinley Elementary	450	65%	\$875	250 to 750 Students - Title 1 School Wide Pricing
Melville S. Jacobson Elementary	575	62%	\$875	250 to 750 Students - Title 1 School Wide Pricing
North Elementary	741	81%	\$0	Free - Buy One Give One
South/West Park Elementary	807	74%	\$1,150	750+ Students - Title 1 School Wide Pricing
Wanda Hirsch Elementary	481	54%	\$975	250 to 750 Students - Regular Pricing

# Free - Buy One Give One	2
Sub Total	\$8,900
District Discount	5%
Total Cost	\$8,455

This cost is based on the 50% founding partner discount from the regular cost of \$16,910 per year. Membership will renew every year for another one-year term on the anniversary of the program launch unless written notice is given 30 days or more in advance of the renewal date. The cost of membership for the services outlined in this Memorandum will remain the same for a minimum of three years. Renewal will not be automatic in the event of an increase in the cost of membership after the first three years.

3. Terms and Other Details

Below are several specific terms and other details for the membership:

1. **Cancellation Due to Budget or Strategic Priority Changes:** Receiving the 50% Founding Partner discount for BookBreak requires a signed Memorandum of Understanding by Dec 31,



Upon acceptance of this memorandum, please sign below

Signature: _____

Name: _____

Title: _____

Library Speakers Consortium

Signature: Juliana Stocking

Name: Juliana Stocking

Title: Associate Superintendent Ed. Services

Tracy Unified School District



INVOICE

Tracy Unified School District
1875 W. Lowell Ave.
TRACY 95376
USA

Invoice Date
Jul 20, 2023

Invoice Number
INV-502067

PBC Guru
8312 Aqueduct Rd.
Potomac, MD 20854
United States

Description	Quantity	Unit Price	Discount	Amount USD
Annual cost for BookBreak membership. Service Period: { 7/1/2023 - 6/30/2024 }. Pricing includes founding member discount.	1.00	16,910.00	50.00%	8,455.00
Subtotal (includes a discount of 8,455.00)				8,455.00
TOTAL USD				8,455.00

Due Date: Sep 15, 2023

Preferred Payment Methods: ACH Transfer

Please contact Chris Williams with any questions by email at finance@pbc.guru or phone at (202) 470-3760.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 19, 2023
SUBJECT: Approve Agreement for Contract Services with A Plus Academic Center for In-Person and Virtual Tutoring Services for Students Experiencing Housing Insecurity and in the Foster Care System for the 2023-2024 School Year

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

RATIONALE: Students experiencing housing insecurities and in the foster care system are most challenged educationally due to their vulnerable situation. A Plus Academic Center is a company located in Tracy, which will allow families to coordinate sessions during the evenings and weekends. Each student can receive 3 hours of homework help and/or tutoring services per week, as needed. A Plus Academic Center and Prevention Services will monitor weekly student attendance and hours used. This service is in alignment with TUSD's LCAP Goal#1 Action 36: Intervention for Foster/Homeless Support.

FUNDING: Fees shall not exceed \$110,000.00. Services will be paid with Homeless Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with A Plus Academic Center for In-Person and Virtual Tutoring Services for Students Experiencing Housing Insecurity and in the Foster Care System during the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide in-person and virtual homework help and tutoring services for students experiencing insecurity and in the foster care system during the 2023-2024 school year. A Plus Academic Center will provide a monthly student roster along with each invoice prior to receiving payment of services.

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 2,444 () **[X] HOURS** [] **DAYS**, under the terms of this agreement at the following location A Plus Academic Center.

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

- a. District shall pay \$⁴⁵ per **[X] HOUR** [] **DAY** [] **FLAT RATE**, not to exceed a total of \$110,000.00. 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 01, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 19, 2023
SUBJECT: Approve Agreement for Contract Services between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, Tracy High, and West High for the 2023-2024 School Year

BACKGROUND: In compliance of AB 1767, Tracy Unified School District (TUSD) provides suicide awareness and prevention services to students. Specifically to 10th grade students, the Child Abuse Prevention Council (CAPC) has offered the Yellow Ribbon Campaign and Safe Talk, and Depression Group Counseling. TUSD will renew CAPC services for the 2023-2024 school year.

RATIONALE: Suicide is the third leading cause of death for teenagers, according the National Alliance for Mental Health Services. Fifty percent of all mental illnesses will begin to cause impairment by the age of 14. Untreated mental illness can exacerbate and lead to suicidal ideation among other symptoms. The impact on school attendance and academic performance is drastic. The safety of a school campus is also compromised. Suicide Prevention Services are critical services at schools, particularly at the high school level. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The Child Abuse Prevention Council is providing suicide awareness and prevention services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Contract Services between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, Tracy High, and West High for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Child Abuse Prevention Council, 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 suicide awareness and prevention services: The Yellow Ribbon Campaign, Safe Talk, and Depression Group Counseling to Tracy HS, Kimball HS, West HS, and Duncan-Russell/Stein Continuation HS during the 2023-2024 school year.

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

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

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

- a. District shall pay \$ 0.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [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' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 19, 2023
SUBJECT: Approve Agreement for Special Contract Services between Faith in Action Education Services (FACES) and Prevention Services Department for Mental Health Services for the 2023-2024 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges. With a growing number of students experiencing housing insecurity, social and emotional interventions in the school setting are crucial now more than ever. Research has shown that students experiencing extreme chaos and trauma, particularly students faced with housing instability, require a higher level of care. FACES will serve as an itinerant counseling service for this specific student population across the district.

RATIONALE: Social and Emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academics, attendance, and/or behavioral standards within a school setting. TUSD will contract with services to provide school-based mental health counseling and serve as an itinerant Tier 3 service across the school district, primarily focusing on students experiencing housing insecurity and in need of a higher level of care. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all pupils for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tiered supports; Action: 36: Intervention – Foster/Homeless Support.

FUNDING: The total cost for FACES will not exceed \$112,200.00. Services will be paid with TUSD LCAP – ELOG funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Education Services (FACES) and Prevention Services for Mental Health Services for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: To serve as an itinerant school-based mental health provider for Tier 3 counseling services to high risk students, particularly homeless and foster youth, across TUSD. A monthly mental health referral log and student logs will be submitted with monthly invoices. Providers must be all licensed clinicians.

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 1020 () ☒ HOURS [] DAYS, under the terms of this agreement at the following location Prevention Services - All Schools.

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

- a. District shall pay \$ 110.00 per ☒ HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 112,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 19, 2023
SUBJECT: Approve Agreement for Special Contract Services between Faith in Action Community Education Services (FACES) and Prevention Services Department for Tutoring Services for the 2023-2024 School Year

BACKGROUND: In support of the on-going effort to improve student achievement for the most at-risk student populations, particularly students experiencing housing insecurity and in the foster care system. FACES will provide in-person tutoring services to serve as an academic intervention. Per the McKinney Vento Homeless Assistance Act of 1987, LEA's are required to ensure that unhoused students have access to a free and appropriate public education. Similarly, Assembly Bill 490 (AB 490) requires LEA's to ensure educational rights and stability for foster youth. Based on the unique challenges these students face, equitable accessibility is especially critical for these students.

RATIONALE: Students experiencing housing insecurities and in the foster care system are most challenged educationally due to their vulnerable situation. Faith in Action Community Education will coordinate mobile school site based tutoring services before, during or after school as needed. FACES and Prevention services will monitor student attendance and hours used. This service is in alignment with TUSD's LCAP Goal#1 Action 36: Intervention for Foster/Homeless Support.

FUNDING: The total cost for FACES will not exceed \$60,050.00. Services will be paid with TUSD LCAP – ELOG funds.

RECOMMENDATION: Approve Agreement for Special Contract Services between Faith in Action Community Education Services (FACES) and Prevention Services for Tutoring Services for the 2023-2024 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: In person tutoring services to students experiencing housing insecurity and in the foster care system during the 2023-2024 school year. Tutoring services will be made available to all at risk TUSD students 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 550 () [x] HOURS [] DAYS, under the terms of this agreement at the following location All TUSD schools.

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

- a. District shall pay \$ 110 per [x] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 60,050.00. 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' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: July 5, 2023
SUBJECT: Approve Contract Service Agreement with Excel Interpreting LLC for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract with Excel Interpreting LLC. The District's Special Education Department would like to contract with Excel Interpreting LLC for the 2023-2024 school year to provide translation of documents as well as interpretation in-person, on-line and telephone.

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

FUNDING: Expense for this contract will be \$30,000.00 for the 2023-2024 School Year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Contract Service Agreement with Excel Interpreting LLC for the 2023-2024 school year.

Prepared by: Sean Brown, Director, Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide translation of documents as well as interpretation in person, on-line, and telephone (at parent request). These services are for parents who need interpretation at school and district meetings.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of up to thirty (30) () ☒ HOURS | | DAYS, under the terms of this agreement at the following location _____.

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

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

4. The terms of the agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:



Contractor Signature Title
27-2244933

IRS Identification Number
FOUNDER/CEO

Title
2081 Arena Blvd., Suite 260

Address
Sacramento, CA 95834

Tracy Unified School District
Tania Salinas

Date

Account Number to be Charged
Special Education Department

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 13, 2023
SUBJECT: **Approve Special Contract Services Agreement with Faith in Action Community Education Services (F.A.C.E.S.) for Independent Education Evaluations (IEEs) for the 2023-2024 School Year**

BACKGROUND: Board approval is requested to contract with Faith in Action Community Education Services (F.A.C.E.S.). The District's Special Education administration would like to contract with Faith in Action Community Education Services (F.A.C.E.S.) to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

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

FUNDING: Expense per each Individual Education Evaluation (IEE) is \$1,200.00. Total expenses for this contract will not exceed \$6,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Special Contract Services Agreement with Faith in Action Community Education Services (F.A.C.E.S.) for an Independent Educational Evaluations (IEEs) for the 2023-2024 School year.

Prepared by: Sean Brown, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services (F.A.C.E.S.), hereinafter referred to as "Contractor,"

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 120 () | HOURS | ☒ DAYS, under the terms of this agreement at the following location District Wide.

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

- a. District shall pay \$ 1,200.00 per | HOUR | DAY | ☒ FLAT RATE, not to exceed a total of \$ see 3a. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a | ☒ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

DocuSigned by:

Joshua Brown

Contractor Signature

Title

Tracy Unified School District

IRS Identification Number

CEO

Title

401 East Main Street, Stockton CA, 95202

Address

Date

Account Number to be Charged

Tania Salinas, Assoc. Superintendent

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 Master Contract for Sierra Vista Child & Family Services (Kirk Baucher) NPS for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract with Non-Public School (NPS) placement of Special Education students at Sierra Vista Child & Family Services (Kirk Baucher) in Modesto, CA. The District's Special Education administration would like to continue the contract with Sierra Vista Child & Family Services (Kirk Baucher) 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: Total contract expenses will not exceed \$625,000.00. 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 Sierra Vista Child & Family Services (Kirk Baucher), 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: July 18, 2023
SUBJECT: Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2023-2024 School Year

BACKGROUND: The State Department of Education requires that school districts submit applications in order to receive funding for the Agricultural Incentive Grant and the Specialized Agriculture Incentive Grant, and that these applications be approved by the local school board. Such approval indicates that the Board agrees to follow all applicable regulations.

RATIONALE: The Agricultural Incentive Grant provides additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$18,190.00. This meets Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Agriculture Incentive Grant - \$ 18,190.00

RECOMMENDATION: Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2023-2024 School Year.

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

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)

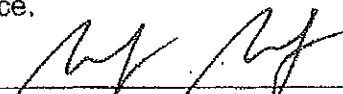
PROJECT DURATION: JULY 1, 2023 TO JUNE 30, 2024

School Site: Tracy 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 Principal

Electronic Signature of Agriculture Teacher
Responsible for Program

Agriculture Teacher Summer Contact Cell Number: 209-613-4403

Local Education Agency (LEA) Board Approval Date: 8/8/23

Printed Name of Agriculture Teachers:

Patrick Rooney

Jason Gentry

Yesenia Huerta

Francesca Carrillo

Paige Henry

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: Tracy 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 Principal

Electronic Signature of Agriculture Teacher
Responsible for Program

Agriculture Teacher Summer Contact Cell Number: 209-613-4403

Local Education Agency (LEA) Board Approval Date: 8/8/23

Printed Name of Agriculture Teachers:

Patrick Roney

Jason Gentry

Yessenia Huerta

Francesca Carrillo

Paige Henry

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)	\$ 4,500
Number of Agriculture Teachers teaching at least one approved agriculture course?	5
Teacher based funding (Number of teachers x \$500)	\$ 2500
Number of Students as identified on the 2022-23 FFA Membership roster?	569

Student based funding (Number of students x \$10)	\$ 5690
Class size funding A (number of teachers meeting level A in all classes – 30 in classroom/25 in shop classes)	4
Class size A funding (Number of teachers meeting level A class size x \$1,000)	\$ 4000
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	1
Class size B funding (Number of teachers meeting level B class size x \$2,000)	\$ 2000
TOTAL PART A FUNDING	\$ 18190

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

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

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

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 _____

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

\$ _____

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

\$ _____

TOTAL LEADERSHIP SECTION FUNDING

\$ ⁰ _____

Experiential Learning (SAE) Section

Level A Funding Points – 595-935

Level B Funding Points – 936+

Points Earned as Identified in the AET Report _____

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

\$ _____

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

\$ _____

TOTAL EXPERIENTIAL LEARNING (SAE) SECTION FUNDING

\$ ⁰ _____

TOTAL PART B FUNDING

\$ ⁰ _____

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. _____

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)

0

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

0

Total Points Part C (Section A + Section B)

Level A Funding Points – 120-139

Level B Funding Points – 140+

Level A Funding (\$5,000)

\$

Level B Funding (\$7,500)

\$

TOTAL PART C FUNDING

\$ 0

PART A Base Level Funding

\$ 18190

PART B Additional Funding

\$ 0

PART C Program Funding

\$ 0

GRAND TOTAL FUNDING

\$ 18190

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: Tracy High School

District: Tracy Unified School District

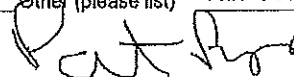
*Each line item in object codes 5000 and 6000 must be matched.

Budget Classification	Item	A Budget	B Budget Match	C Actual Expenditures	D Actual Match
4000 - Books and Supplies					
1.	FFA Pamphlets & class supplies	8,000.00	8,000.00		
	Total 4000	8,000.00	8,000.00		
5000 - Services and Operating Expenses, Travel, Conferences, Rentals, etc.					
1.	Conferences	5,000.00	5,000.00		
2.	Transportation	2,190.00	2,190.00		
3.					
4.					
5.					
6.					
7.					
	Total 5000	7,190.00	7,190.00		
6000 - Capital Outlay					
1.	Art & History of Floral Design	3,000.00	3,000.00		
2.	Equipment				
3.					
4.					
5.					
	Total 6000	3,000.00	3,000.00		
	Grand Total	18,190.00	18,190.00		

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

☐ CTEIG ☐ Strong Workforce ☒ Perkins ☒ General Fund

☒ Other (please list) ASB Funds, THS (general funds), FFA Foundation



Electronic Signature of Person Preparing Report



Electronic Signature of Agriculture Teacher Responsible for Program



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 18, 2023
SUBJECT: Approve Agreement with Imagine Learning, Inc. to provide On-line Curriculum Licenses to the Tracy Independent Study Charter School for Kindergarten – 12th grade through June 30, 2024

BACKGROUND: On December 19, 2019, the Board of Trustees approved a petition for the establishment of the Tracy Independent Study Charter School. In response to AB 130 and in response to community demand, Tracy Charter School was expanded into a K-12 school in 2021. Pathblazer, through Edgenuity, was adopted at this time as an online curriculum component for K-12 students. It was determined by the teaching staff and administration that a more robust K-5 online curriculum is needed for K-5 students at Tracy Charter School. Genius K-5, through Edgenuity, was adopted in Jan 2022 and is the most comprehensive K-5 curriculum offered by Edgenuity. The courses include math, language arts, science, music, and art. It is a full curriculum that can be modified by the teacher. Edgenuity/Genius K-5 provides both teachers and administrators with the ability to provide differentiated and engaging curriculum and strong progress monitoring tools to improve student learning.

RATIONALE: This program allows our students greater access to standards-based instruction and allows our teachers to better assess student progress toward district goals. Both platforms provide resources to help schools meet the needs of all students, including those who are English Learners, have IEPs or 504 plans, or those who require special accommodations or modifications. We have a current agreement with Imagine Learning for grades K-12, and we have found this to be a successful program.

FUNDING: Tracy Independent Study Charter School Licenses will be paid out of the Charter School funds, not to exceed \$79,431.50 for access through June 30, 2024.

RECOMMENDATION: Approve Agreement with Imagine Learning, Inc. to provide On-line Curriculum Licenses to Tracy Independent Study Charter School for Kindergarten – 12th grade through June 30, 2024.

Prepared by: Ms. Annabelle Lee, Principal, Tracy Independent Study Charter School.



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

Price Quote

Date 7/1/2023
Quote No. 260300
Acct. No. 03:tr:CA:12214869
Total \$79,431.50
Pricing Expires 11/30/2024

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376

Payment Schedule	Contract Start	Contract End
Billing details: The district will commit to a specific license quantity to start (Genius K-5 Buzz = 102 & Grades 6+ = 20) and we'll debit billings against that amount. Once the initial purchase of semester licenses have been exhausted, we will invoice based on actual usage (grades k-5=\$545 per semester license & grades 6+ \$850 per reusable license). The K-5 semester license charge is for up to 6 courses per student in an 18 week use period of time within the contract dates (non-reusable). The grades 6-12 I.S. license is for 1 active course enrollment per student within a 12 month contract (reusable). This allows flexibility for students to enroll at different times throughout the contract dates.	7/1/2023	6/30/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Tracy Independent Study Charter School						
	Elementary Single User (Content only) - One Semester (18 week), up to 6 courses. Includes all Workbooks (non-refundable, 4 core courses overages for single workbooks will be invoiced at \$25 per book) (14 day drop/add grace period)		06/30/2024	\$545.00	102	\$55,590.00
	IS 12 Month Reusable Enrollment Single Course Seat		06/30/2024	\$850.00	20	\$17,000.00

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

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

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

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

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



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

Price Quote

Date 7/1/2023
Quote No. 260300
Acct. No. 03:tr:CA:12214869
Total \$79,431.50
Pricing Expires 11/30/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
	IS Professional Development Essentials - Access to asynchronous training video library, Virtual School Resources, live and asynchronous options. Up to 8 IS PD Webinars OR 2 onsite days		06/30/2024	\$6,000.00	1	\$6,000.00

Subtotal \$78,590.00
Tax Total \$841.50
Total \$79,431.50



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 14, 2023
SUBJECT: Approve Agreement for Contract Services between Imagine Learning LLC and Williams Middle School to Provide MyPath Reading and Math Site License for the 2023-2024 School Year

BACKGROUND: Williams Middle School has a large population of students who need continued intervention in reading and math. Imagine Learning LLC is an excellent program that has been used to provide intervention, reinforce, or enrichment for students. Teachers and administrators will be able to provide differentiated curriculum to students and monitor their progress throughout the school year.

RATIONALE: Based on school wide assessment data, Fastbridge assessments and grades earned data from the 2022/2023 school year we see that we will need to provide various intervention and enrichment supports. The MyPath Reading and Math program will allow us to pre-assess students at the beginning of the year, identify student's needs, and build intervention/enrichments systems for math and language arts for all students. In addition, we will be able to track students as they progress in the different interventions and use of the program.

FUNDING: The cost, not to exceed \$18,750.00, will be paid from Title 1 Funds

RECOMMENDATION: Approve Agreement for Contract Services between Imagine Learning LLC and Williams Middle School to Provide MyPath Reading and Math Site License for the 2023-2024 School Year.

Prepared by: Miguel Romo, Williams Middle School Principal.



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

Price Quote

Date 9/30/2022
Quote No. 282010
Acct. No. 03:tr:CA:12214869
Total \$18,750.00
Pricing Expires 6/30/2024

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376

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

Site	Description	Comment	End Date	Qty
1. Earle E Williams Middle School				
	MyPath K-12 Reading and Math Site License		06/30/2024	1
	Professional Development Foundational Webinar Package - Includes 4 webinar sessions.		06/30/2024	1

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

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

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

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

Imagine Learning Representative

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 14, 2023
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Williams Middle School during the 2023-2024 School Year**

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

RATIONALE: 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 Williams 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 request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay \$12,500 for the nine-week parent class, not to exceed \$12,500. The cost of the program will be paid by District ELOG Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Williams Middle School during the 2023-2024 School Year.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Parent Institute for a Quality Education (PIQE), 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: Eight week parent class to educate parents and increase parent involvement at Williams Middle School 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 Eight () [] HOURS [X] DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$ 12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 18, 2024, and shall terminate on March 7, 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, Miguel Romo, at (209) 830-3345 ext: 5474 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [☐] WILL [☒] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

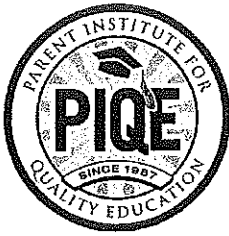
Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____



SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

To: Mr. Miguel Romo, School Principal
From: Gabriela Rios, Executive Director
Date: June 7, 2023

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

RECITALS

- A. Scope of Services: PIQE will provide its **Signature Family Engagement** in Education K-12 Program (FE) for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.
- B. Time of Class: Morning _____ **Evening** _____ ✓ 6:00pm _____
- C. Type of Class: Virtual (V) _____, **Hybrid (H)** _____ ✓ _____, In-Person (P) _____
- Hybrid** – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.
- D. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.
- E. Session Dates: **January 18th, 2024 - March 7th, 2024**

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

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

Location: **Earle Williams Middle School** of the **Tracy Unified School District** and **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.

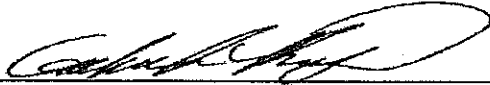
Copyright Protections: PIQE owns all products and all content in the program(s), including without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries 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 **Earle Williams Middle School** under the terms and conditions noted.

Mr. Miguel Romo, 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 14, 2023
SUBJECT: **Approve Agreement for Contract Services between SCUTA and Williams Middle School to Provide License for the 2023-2024 School Year**

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

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

FUNDING: The cost, not to exceed \$1,275.00, will be paid from Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between SCUTA and Williams Middle School to Provide License for the 2023-2024 School Year.

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

1. Contractor shall perform the following duties: The SCUTA application will be used by Williams Middle School counselors and administrators to aide in guiding Professional Learning Community (PLC) discussions, review best practices, keep accurate records and aid in making data-driven decisions for 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 Start of school year to end of school year () [] HOURS [] DAYS, under the terms of this agreement at the following location Software.

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

- a. District shall pay \$1,275.00 per [] HOUR [] DAY [X] **FLAT RATE**, not to exceed a total of \$1,275.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** [X] **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ for the term of this agreement.
- c. District shall make payment on a [] **MONTHLY PROGRESS BASIS** [X] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/01/2023, and shall terminate on 08/01/2024.

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, Miguel Romo, at (209) 830-3345 ext: 5474 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:

Olivia Williams
Contractor Signature Title
27-4214406
IRS Identification Number
Vendor Support
Title
1500 Colesville rd
Address
Bethlehem, PA 18015

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

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

Attn : Miguel Romo
School Counselor
mromo@tusd.net
Tuesday, 6th June 2023

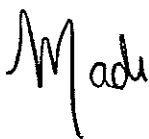
Thank you for the opportunity to quote SCUTA. Your Quote# may also be used to expedite your purchase.

Quote

Licensing Period: 6/6/23 - 8/1/24	Quantity	Annual Cost	Total
SCUTA Pro	0	\$175	\$0.00
SCUTA Max	3	\$250	\$750.00
+ Outlook	0	\$75	\$0.00
+ Google Calendar	0	\$75	\$0.00
+ Appointments	0	\$75	\$0.00
+ ISCA Model 2.0	0	\$50	\$0.00
+ RAMP	3	\$100	\$300.00
+ Survey	3	\$50	\$225.00
Total Amount			\$1,275.00
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
Total Amount Due			\$1,275.00

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

Thank you,



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

Single/Sole Source document: Single/Sole Source

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See SCUTA tutorials: <https://myscuta.com/app/videoTutorials>

Our Privacy policy: <https://www.myscuta.com/privacy>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 14, 2023
SUBJECT: Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2023-2024 School Year

BACKGROUND: Sow A Seed Community Foundation has been providing intervention services for young men and women in the community of Tracy since 2005, focused on student social and academic success. Many students witness the struggles their families face, both economic and personal. With over 60% of students on free and reduced lunch, multiple families living together, & students who are in foster care, there is a significant need for intervention services for students at Williams Middle School.

RATIONALE: Sow A Seed Community Foundation provides a mental health specialist who is trained in Bright Futures Youth Development Program, a nationally recognized mentoring program. Sow A Seed provides campus support in the form of a planned site orientation, 1:1 case management, Group Circle interventions, crisis intervention and restorative circles. Currently, students at Williams Middle School are referred to our tier three support services through Community Medical Centers, which are services provided to students who are in need of 1:1 mental health counseling, referred by our counseling staff. Collaborating with Sow A Seed will provide tier two services for Williams Middle students, where staff will identify and refer students who may be in need of academic and/or social mentoring. Sow A Seed will help fill a void in our Multi-Tiered Systems of Support (MTSS) for Williams Middle School and our school community.

FUNDING: The District shall pay \$52,994 for the 2023-2024 School Year. The cost of the program will be paid by site Title I funds.

RECOMMENDATION: Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2023-2024 School Year.

Prepared by: Mr. Miguel Romo, Principal, Williams Middle 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 Sow A Seed Community Foundation, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Sow A Seed will provide tier two services for Williams Middle School students, where staff will identify and refer students who may be in need of academic and/or social mentoring.
Sow A Seed will help fill a void in our Multi-Tiered Systems of Support (MTSS) for Williams Middle School and our school community.

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 1350 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location Williams Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 52,994.00 per [] **HOUR** [] **DAY** ☒ **FLAT RATE**, not to exceed a total of \$ 52,994.00. 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 08/07/2023, and shall terminate on 05/31/2024.

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, Miguel Romo, at (209) 830-2245, ext. 5474 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

Project Budget Form				
Project Name:		Williams Middle School - Campus Support Proposal 2023-2024		
Lead Agency:		Sow A Seed Community Foundation		students served
Project Duration:	10 Months 1350 Hrs	Total Budget:	\$52,994	24+
Personnel				
Position	Allocation or Hr	Base Salary	Total Cost	
1 Mental Health Specialist	1350	\$35,000	\$35,000	
		\$0	\$0	
		\$0	\$0	
		\$0	\$0	
Subtotal Personnel	1270	\$35,000	\$35,000	
Benefits				
Item	Rate	Cost for all Positions	Total Cost	
FICA	0.0765	\$35,000	\$2,677.50	
Other Employer Taxes	0.041	\$35,000	\$1,435.00	
Workers Comp.	0.01	\$35,000	\$350.00	
Health	3.75	1,450	\$5,437.50	
Subtotal Benefits			\$9,900.00	
Supplies				
Item	Number needed	Cost	Total Cost	
Food/ Snack	864	1.0	\$864.00	
Printing/ lesson material	24	17	\$408.00	
Program supplies	24	1.5	\$36.00	
Subtotal Supplies			\$1,308.00	
Equipment				
Item	Rate	Cost	Total Cost	
hotspot	1	250	\$250.00	
Subtotal Equipment			\$250.00	
Contracted Services				
Service or Expertise	Hourly Rate	Cost	Total Cost	
Subtotal Contracted Services				
Other Costs				
Item	Number needed	Cost	Total Cost	
Graduation supplies	1	150	\$150.00	
Mileage	1	150	\$150.00	
Telephone/ Internet	1	140	\$140.00	
Training/ pre program	1	545	\$545.00	
Subtotal Direct Costs			\$985.00	
Subtotal (sum all costs above)			47,443.00	
Indirect Cost - 11.7%			\$ 5,550.83	
Total Project Cost			\$52,994	

Caseload = 34
 24 students each week = 24 units each week
 16 weeks = 864 units
 Total number of groups = 3 per week
 3 groups x 16 weeks = 108 group meetings
 Crisis Intervention students = 40 x 1 = 40

24 units x 1 facilitator



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: July 31, 2023
SUBJECT: Ratify Agreement for Contract Services with 360 Degree Customer, Inc. for the 2023-2024 School Year

BACKGROUND: The Tracy Unified School District (TUSD) provides health services to all students who may be experiencing health challenges. 360 Degree will serve to supplement the nursing staff for our health services department.

RATIONALE: This new contract with 360 Degree will help supplement nursing staff needed to comply with the students IEP. 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 \$150,000.00. 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 Agreement for Contract Services with 360 Degree Customer, Inc. for nursing staff 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 360 Degree Customer Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Will provide 1:1 LVN services and perform other duties as required per student IEP.

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 225 () ☒ **HOURS** | | **DAYS**, under the terms of this agreement at the following location student's school of attendance.

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

- a. District shall pay \$ 78.00 per ☒ **HOUR** | | **DAY** | | **FLAT RATE**, not to exceed a total of \$ 150,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -0- for the term of this agreement.
- c. District shall make payment on a [] **MONTHLY PROGRESS BASIS** ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2023, and shall terminate on June 30, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

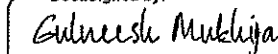
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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

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

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

AGREED:

DocuSigned by:



Director

Contract 1244198D5845468

Title

Gulneesh Mukhija

IRS Identification Number

01082463

Title

Director

Address

473 Sapena Ct. #7

Santa Clara, CA 95054

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: Approve Purchase for Scholastic Magazines for Williams Middle School to provide Supplemental Resources for Math, Science, Social Studies and ELA/ELD for the 2023-2024 School Year

BACKGROUND: Williams Middle School teachers identified scholastic magazine as a supplemental resource for the 2023/2024 school year. Language Arts (Grade 6 & ELD), Social Studies (Grade 7), Math (Grades 6-8), Art & Science (Grades 6) teachers identified the supplemental resources to build proficiency in science, math, and language goals. Williams Middle School school-wide data indicates that students have room for improvement. Using scholastic magazine as a supplemental resource in the areas of language arts, math, science, social studies, and art can aid our students in closing the achievement and learning gap and help move us forward during the 2023/2024 school year.

RATIONALE: Scholastic Science, Scholastic Math, Junior Scholastic, and Scholastic Scope (ELA) offer teachers a supplemental resource to focus on reading and writing in all subject areas. All identified supplemental resources provide teachers with relevant content for students to engage in. All content is aligned to common core, state standards and/or NGSS. All content also focuses on language development, reading comprehension, writing, math skills, problem-solving skills, using technology and test preparation. Teachers will be introduced to the supplemental resource and will be provided with training on how to incorporate into their adopted curriculum.

FUNDING: The cost, not to exceed \$17,697.75, will be paid from Targeted Funds/LCAP, not to exceed \$4,500 and Title I Funds, not to exceed \$17,000.

RECOMMENDATION: Approve Purchase for Scholastic Magazines for Williams Middle School to provide Supplemental Resources for Math, Science, Social Studies and ELA/ELD for the 2023-2024 School Year.

Prepared by: Miguel Romo, Williams Middle School Principal.

SCHOLASTIC Magazines+

Monday, May 1, 2023

Account: 95376003

WILLIAMS MIDDLE SCHOOL

ATTN: Christina Marie Abad

1600 TENNIS LN

TRACY, CA 95376-5316

Dear MS. Christina Marie Abad:

Welcome to a new school year with Scholastic Magazines+. Attached is the confirmation of your Magazine confirmation can be used to adjust student counts and/or educator names. This letter can also be attached to aid in your purchasing process.

Real World Topics. Real Student Engagement.
Fuel your student's curiosity with fresh, high-interest texts, videos, and

Subscriptions come with comprehensive print and digital resources that can be used on any device.

Easy to Use. Hard to Put Down.

With Scholastic Magazines+, you get fresh, high-interest content delivered all year long—in print, online, audio, story, video, and activity is designed to hook your students and keep them engaged. And because Magazines+ is designed to fit your curriculum, it's easy to implement during any part of the school day!

- Maximize student engagement with real-world content that reflects diverse experiences, identities, and backgrounds
- Build knowledge and skills in any content area with over 30 magazines for grades K-12.
- Support student well-being in any content area with texts and activities that weave SEL competencies in
- Bring students up to grade-level proficiency with just-right scaffolding and support, including multiple reading levels, audio, leveled assessments and more. Magazines+ provides differentiation for acceleration!
- Support your state and national standards with time-saving lesson plans, skills sheets, and formative assessment work for you!
- Access to hundreds of grade-level quality texts, videos, skills sheets, lesson plans, and family supports.
- Save, assign, receive, and edit student work using your current digital delivery platform
- Roster students with most LMS - Google Classroom, Canvas, Schoology, ClassLink, and more
- Interactive writing prompts
- Interactive auto-graded quizzes
- Videos to build background knowledge
- Read-aloud or text-to-speech support for striving readers
- Vocabulary prompts to build academic language
- Flexible reading levels - change Lexile levels in the digital issues
- Google Slides and Microsoft Teams self-contained learning journeys
- Student choice of articles and skills practice for independent learning time

CONFIRMATION ACKNOWLEDGEMENT FOR YOUR FILE

This is NOT a billing invoice - Invoices are issued in August

2023-2024 School Year

Use this space for any ship

Ship To Account: 95376003
WILLIAMS MIDDLE SCHOOL
1600 TENNIS LN
TRACY, CA 95376-5316

Address Correction

Bill To Account: 95376003
WILLIAMS MIDDLE SCHOOL
1600 TENNIS LN
TRACY, CA 95376-5316

If you wish to CORRECT or CHANGE your order, please do so in the space provided below.

Date of Sale: 05/01/2023

Ship To	Pkg.	Code	Product	# of
Christina Marie Abad		448	DIGITAL MATH	1
Christina Marie Abad		020	JR SCHOLASTIC	1
Christina Marie Abad		048	MATH	1
Christina Marie Abad		044	SCHOLASTIC ART	1
Christina Marie Abad		040	SCIENCE WORLD	1
Christina Marie Abad		050	SCOPE	1
			S & H	
			Total	1

Please list additional orders or changes below.

Line Item	Teacher	Code	Magazine	#
		142		



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 31, 2023
SUBJECT: Approve the ASIR Visual Marketing MOU for the Tracy Unified School District

BACKGROUND: TUSD utilizes multiple strategies to recruit, retain and support special populations, and works with families. Promotional materials and curriculum welcome diversity and are delivered in a non-discriminatory manner. Promotional materials present a broad range of district programs, services, and career options. TUSD would like to increase awareness of Programs and services available to students, families, employees, and prospective future students and employees.

RATIONALE: TUSD would like to hire ASIR Visual Marketing in order to help increase awareness, equity, and access to district programs and services for all current and prospective students, as well as recruit and retain new students and staff. ASIR Visual Marketing would design and produce videos for district programs and services throughout TUSD and a digital marketing campaign. This item supports:

- District Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.
- District Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student academic, social, and emotional potential.
- District Goal 3: Apply fiscal, operational, and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: The ASIR Visual Marketing MOU will be funded by ESSER III, not to exceed \$140,600.

RECOMMENDATION: Approve the ASIR Visual Marketing MOU for the Tracy Unified School District.

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



MEMORANDUM OF AGREEMENT

August 2, 2023

2023-2024 CREATIVE SERVICES FOR TRACY UNIFIED SCHOOL DISTRICT

This memorandum of Agreement is entered into this 2nd day of August, 2023, constitutes an understanding by and between Tracy Unified School District (hereinafter referred to as "TUSD") and ASIR Visual Marketing (hereinafter referred to as "ASIR"), concerning Creative Services for Tracy Unified School District. Note that any deletions, additions, or modifications to this memorandum of Agreement must be mutually acceptable to both parties.

1.0 PURPOSE

The purpose of this Agreement is to provide marketing consultation, digital media buy and videography services. ASIR will produce sixteen (16) district promotional videos for TUSD and simultaneously provide digital marketing and media buy in order to promote the videos and district wide services to students, parents and the local community.

2.0 DELIVERABLES

Under the terms of this Agreement, ASIR will provide marketing consultation and creative services to produce sixteen (16) District videos and provide two (2) digital media buy campaigns. The Agreement deliverables will be broken up into the following sections:

2.1 TUSD Promotional Videos

ASIR will design, shoot, and produce sixteen (16) videos for TUSD including an intro and outro using the district branding for consistency and professionalism that represents TUSD. The videos will range between 2-3 minutes in length. This task will include the following:

- a. ASIR will meet TUSD Associate Superintendent of Educational Services, Julianna Stocking and/or designee(s) prior to each video to discuss the objective and goal for the video.
- b. Based on the objective and goal from the meeting ASIR will provide a storyboard and concept for the video.
- c. ASIR will film on-location interviews and b-rolls.
- d. ASIR will develop a rough cut of each video. This video will be shared with TUSD for feedback.

- e. ASIR will deliver the final cut of each video in a digital format suitable for desktop, mobile and streaming services.
- f. List of all videos to be produced for the 2023-2024 academic year can be found in estimate TUSD-D-001.

2.2 Digital Marketing Campaigns

ASIR will provide strategic consultation and creative design services to execute two (2) digital marketing campaigns for the 2023-2024 academic year, which will include a media buy component. Campaign one (1) will be targeted towards promoting district wide services to the community, through the videos developed in section 2.1. Campaign two (2) will be targeted toward teacher/staff recruitment for TUSD.

- a. Upon board approval and contract signing, a kick-off meeting will be scheduled with TUSD representatives Julianna Stocking and Bobbie Etcheverry to discuss the details of the campaign(s).
- b. During the campaign kick-off meeting, the following topics will be discussed:
 - i. **Campaign Objectives**
Clearly define the goals of the campaign(s) for example, increasing brand awareness, driving website traffic, generating leads, or promoting a specific product/service.
 - ii. **Target Audience:**
Identify the specific demographics, interests, and behaviors of TUSD target audience. Understanding the District and community is crucial for choosing the right media channels.
 - iii. **Budget Allocation:**
Determine the total budget for the campaign and allocate it across different media channels based on their effectiveness, audience reach, and cost.
 - iv. **Media Channels:**
Choose the media channels that align with TUSD's audience and campaign objectives. This can include digital channels (social media, display ads, search ads, email marketing, etc.), traditional channels (TV, radio, print), and other mediums like outdoor advertising.
 - v. **Creative Assets:**
ASIR will develop compelling and engaging creative assets (advertisements, visuals, copy, videos) that will resonate with the target audience and align with the media channels' requirements.
 - vi. **Campaign Schedule:**
Create a detailed schedule outlining the start and end dates for each media placement. Ensure that the campaign timeline aligns with any promotional events or marketing initiatives.

- vii. **Monitoring and Tracking:**
Implement tracking mechanisms (Google pixel) to monitor the performance of the campaign in real-time. Utilize analytics tools to measure key performance indicators (KPIs) such as impressions, clicks, conversions, and return on investment (ROI).
- viii. **Optimization:**
ASIR and TUSD will continuously analyze the campaign's performance data to identify strengths and weaknesses. Optimize the media buy by reallocating budget to high-performing channels and adjusting creative elements if needed.
- ix. **Reporting and Analysis:**
ASIR will provide quarterly campaign reports and a final more comprehensive end-of-campaign report, unless campaign duration is schedule for less than 3 months. Reports will provide comprehensive data and analytics on the campaign's performance, highlighting key insights, allowing ASIR to make recommendations for future improvements.

ASIR understands that media buy campaigns should be flexible and adaptable. The landscape of media channels and audience behavior changes over time, so it's essential for us stay updated and be ready to adjust the strategy as needed to benefit TUSD and maximize the advertising budget.

3.0 TIMELINE

A kick-off meeting will be scheduled upon Board approval and final Agreement signatures. At which point a more in-depth discussion regarding; expectations, deadlines, contacts, ect. will take place. A final, more accurate timeline will be provided upon completion of this meeting and will become an attachment to this Memorandum of Agreement as "Attachment A."

As we move forward with the project, it is crucial for both TUSD and ASIR to maintain an open and responsive line of communication. TUSD's personnels and/or representatives' active involvement is fundamental to ensuring the project stays on track and progresses smoothly. By actively participating, scheduling video shoot dates, and providing timely feedback plays a pivotal role in achieving the project's objectives within the designated timeline.

4.0 COST

Below is the cost breakdown for the above-mentioned deliverables. ASIR realizes the importance of this investment for TUSD. The value of each of these deliverables for students, parents and community is immense, however, collectively as a whole it would magnify the value and impact, give TUSD the most return on investment (ROI) and provide the best engagement for students, parents and the community.

4.1	Promotional Videos	\$65,000
4.2	Digital Marketing Campaign (1)	\$37,800
4.3	Digital Marketing Campaign (2)	\$37,800

**Both campaign pricing currently
reflects a 10% bundle discount*

TOTAL \$140,600

Once the Agreement is signed and designed work has commence, any modification to the Agreement which results in the removal of any sections from (2.1 through 2.2) will void the 10% discount and all remaining sections (2.1 through 2.2) will be invoiced at the original rate.

5.0 PAYMENT

ASIR will invoice TUSD for the above deliverables accordingly:

- 5.1 Videos:** Videos will be invoiced upon completion and delivery of final video. Invoice(s) will be paid upon receipt.
- 5.2 Digital Marketing and Media Buy:** Will be invoiced on a monthly basis for designs and videos produced for the campaign(s) and media buy for each month. Invoice(s) will only be sent for the month(s) that the digital ads are ran. Invoice(s) will be paid upon receipt.

6.0 AMENDMENTS AND MODIFICATIONS

This agreement may be modified/amended by mutual agreement in writing by either party.

7.0 TERMINATION

Either TUSD or ASIR may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective (30) days from when the notice of termination is provided. TUSD will pay ASIR for all work performed (based the percentage of sections (2.1 through 2.2) ie. If 50% of videos are done, TUSD will be responsible for paying 50% of \$65,000), up to when the notice of termination is provided. In such scenario, all media buy that have been or in the process of being purchased will be paid in full to ASIR.

8.0 LIMITATION OF DAMAGES

ASIR shall not be held liable for any indirect, incidental, special or consequential damages or loss of revenue or profits arising under or with respect to this Agreement, even if TUSD has been advised of the possibility of such damages.

9.0 DISCLAIMER

ASIR will make every reasonable effort to provide minimal disruption during photo shoots and ensure that all the deliverables identified on the Agreement is up to TUSD satisfaction and delivered within the project timeline. However, ASIR is not responsible for unforeseen technical problems, out of service printers, shortage of paper or ink, or other events outside it's reasonable control which may temporarily disrupt or delay deadlines.

TUSD will make every reasonable effort to accommodate and schedule meetings with teachers, students and ASIR in a timely manner in order to adhere to the timeline set forth in Attachment A. Accessibility to teachers and students for photo shoot, interviews, b-rolls and photographs will be paramount to the success of this Agreement. TUSD will be responsible for getting waivers for teachers and students signed.

10.0 APPLICABLE LAWS

This Agreement is subject to all applicable laws of the State of California, rules and regulations of the State Board of Education, and all applicable federal laws, all of which are made part of this Agreement and incorporated herein as if fully set forth. It is also subject to any amendments in such laws during the term of this Agreement. Should it be determined by a Court of competent jurisdiction that this contract of any portion of it is illegal or invalid, the contract shall be deemed terminated and both parties relieved of their obligations hereunder except the obligation of TUSD to pay for work already completed. The venue for all litigation in connection with the Agreement is San Joaquin County.

11.0 INDEMNIFICATION

TUSD agrees to defend, indemnify, and hold harmless ASIR and it's elected or appointed officials, agents, employees, volunteers, and contractors from any and all third party liability or loss arising in any way out of TUSD's negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damages sustained by TUSD and or TUSD's employees or agents.

ASIR agrees to defend, indemnify, and hold harmless TUSD and its elected or appointed officials, agents, employees, volunteers, and contractors from any and all third party liability or loss arising in any way out of ASIR's negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damages sustained by ASIR and or ASIR's employees or agents.

12.0 ENTIRE AGREEMENT

This agreement contains the entire Agreement between ASIR and TUSD and supersedes all other oral or written provisions. Any major development, services, maintenance and/or support beyond the agreement will be subject to a subsequent Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first set forth above.



TRACY UNIFIED SCHOOL DISTRICT
"TUSD"



ASIR Visual Marketing
"ASIR"

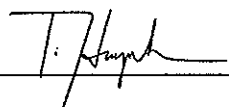
Name: _____

Signature: _____

Title: _____

Date: _____

Name: _____ Tim Huynh

Signature: _____ 

Title: _____ Owner / Brand Strategist

Date: _____ 8/2/2023



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 26, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENT**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Stephen Reed Call Finance Director	DEC	08/29/2023 As amended	Retirement

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Abad, Christina Marie Site Secretary	WMS	06/30/2023	Resigned to accept teaching position at Kelly
Doyle, David Assistant Principal	KHS	07/14/2023	Personal
Martocchio, Joe ISET Tech Coordinator	DEC	06/30/2023	Personal
Paz, Erica Psychologist	DEC	07/20/2023	Personal

Riley, Maureen
Assistant Principal

KHS

06/30/2023

Accepted AP
position at FES

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anderson, Scott Teacher	KHS	07/27/2023	Resigned to accept Assistant Principal position at KHS
Cameron, Kristine Teacher	NES	06/30/2023	Personal
Carbaugh, Michael Teacher	WHS	06/30/2023	Personal
Dalpogetti, Kaitlin Teacher	WMS	06/30/2023	Personal
Dell'Aringa, Dante Teacher	TISCS	07/23/2023	Resigned to accept Assistant Principal position at KHS
Jamero, Nicholas Teacher	WHS	07/11/2023	Personal
Martin, Shelby Teacher	WHS	06/30/2023	Personal
McDaniel, Elisa Teacher	MES	06/27/2023	Personal
Noble, Allison Teacher	Central	07/13/2023	Personal
Sedillo, Melissa Teacher	FES	06/30/2023	Personal

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cheeseman, Denise Driver Trainer/Dispatcher	DSC/MOT	8/1/23	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Clark, Lesly IEP Para Educator I	VES	6/30/23	Personal
Erickson, Chrystal Food Service Worker	WHS	7/1/23	Personal
Garcia, Jose Food Service Worker	KES	5/26/23	Personal
Gonzalez, Jaime Irrigation/Bus/Custodian	MOT	8/1/23	Personal
Govea Delgadillo, Yuliana Bilingual Para Educator I	WHS	9/15/23	Personal
Heizer, Tracy Para Educator I	GKES	7/26/23	Personal
Janganure, Vandana Para Educator I	JES	7/6/23	Personal
Payta, Jaime Clerk Typist I	WMS	7/28/23	Personal
Ramirez, Ricardo Utility Person II	KHS	6/27/23	Personal
Saulsbury, Dana Bilingual Para Educator I	SWP	7/20/23	Personal
Serrano, Victoria Special Education Para Educator I	NES	7/6/23	Personal
Tejada, Briana Clerk Typist I	SWP	7/25/23	Personal
Torres, Trinidad Driver/Trainer/Dispatcher	MOT	8/8/203	Personal
Vera, Hector Groundskeeper I	MOT	7/7/23	Personal

Wallace, Olga Food Service Worker	THS	8/4/23	Personal
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BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gonsalez, Agustin Varsity Softball	WHS	6/21/23	Personal
Nicholas Jamero Swimming Assistant Coach	WHS	7/11/23	Personal

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

Prepared by: Tammy Jalique, Associate Superintendent for Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 31, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Anderson, Scott

Kimball High School
Assistant Principal (Replacement)
LME 54, Step A - \$128,320.00
Fund: General

Butler, Shorei

West High School
Counselor (Replacement)
LMP 7, Step D - \$102,302.00
Fund: General

Calderon, Tanya

DEC/Financial Services
Budget Analyst (Replacement)
LME 35, Step A - \$102,208.50
Fund: General

Dell'Aringa, Dante

Kimball High School
Assistant Principal (Replacement)
LME 54, Step A - \$126,069.00
Fund: General

Faamausili, Adrien

Districtwide
Program Specialist – Special Ed (Replacement)
LME 47, Step D - \$139,552.00
Fund: Special Education

Martin, Maurico	West High School Assistant Principal (Replacement) LME 54, Step E - \$155,480.00 Fund: General
McCullar, Jennifer	Art Freiler School Site Secretary (Replacement) LMH 8, Step C - \$30.89 per hour Fund: General
Nelson, Lori	DEC/Financial Services Director of Financial Services (Replacement) LME 58, Step A - \$142,706.25 Fund: General
Nelson, Tara	Art Freiler School Site Secretary (Replacement) LMH 8, Step C - \$30.89 per hour Fund: General Note: Tara resigned this position before starting to accept the Site Business Manager position
Nelson, Tara	Tracy High School Site Business Manager (Replacement) LMH 15, Step B - \$34.67 per hour Fund: General
Riley, Maureen	Art Freiler School Assistant Principal (Replacement) LME 51, Step E - \$139,309.00 Fund: General
Sterritt, Michelle	Tracy High School Site Secretary (Replacement) LMH 12, Step E - \$36.75 per hour Fund: General
Tomlinson, Suzette	DEC/Financial Services Accounting Supervisor (Replacement) LMH 17, Step C - \$ 38.64 per hour Fund: General
Valencia, Deisy	North Elementary School School Psychologist (Replacement) LMP-8, Step C - \$100,984.00 Fund: Special Education

BACKGROUND:

Abad, Christina Marie

Aguirre, Jose

Atwal, Pardeep

Avila, Nancy

Coffee, Katerine

De Trinidad, Cristian

Ervin, Ciara

Guy, Daniel

Khanduja, Pooja

Kunde, Sarah

CERTIFICATED

George Kelly School
Kindergarten (Replacement)
“A”, Class I, Step 1 - \$58,538.00
Fund: General

Bohn Elementary School
SDC Grades 3/4 (Replacement)
“A”, Class I, Step 1 - \$61,602.00
Fund: Special Education

Central Elementary
5th Grade (New)
“A”, Class V, Step 1 - \$60,799.00
Fund: IASA–Title I BAS Grants Low Inc

South/West Park
1st Grade (Replacement)
“A”, Class I, Step 1 - \$58,538.00
Fund: General

South/West Park
3rd Grade GATE
“A”, Class III, Step 1 - \$58,538.00
Fund: General

South/West Park
4th Grade
“A”, Class I, Step 1 - \$58,538.00
Fund: General

McKinley Elementary School
5th Grade (Replacement)
“A”, Class I, Step 1 - \$58,538.00
Fund: General

West High School
RSP 9-12 (New)
“A”, Class I, Step 1 - \$61,602.00
Fund: Special Education

Williams Middle School
Science (Replacement)
“B”, Class IV, Step 1 - \$65,675.00
Fund: General

Jacobson Elementary
SDC TK-2 ESN (New)
“B”, Class VI, Step 1 - \$73,229.00
Fund: Special Education

Inthavong, Kayla	Freiler Elementary RSP 6-8 Grade (New) "A", Class I, Step 1 - \$61,602.00 Fund: Special Education
Le, Stacy	West High School English (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
LeBron, Erin	Kimball High School Biology (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Lopez, Edgar	Poet Christian School Physical Education (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Naderpour, Maryam	Kimball High School Social Science (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Mandac, Veronica	Freiler Elementary Transitional Kindergarten (New) "A", Class I, Step 1 - \$58,538.00 Fund: General
Mate, Kimiko	Bohn Elementary 4 th Grade (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Mehlhaff, Miranda	Art Freiler School 3 rd Grade (Replacement) "B", Class VI, Step 22 - \$113,438.00 Fund: General
Mohammadi, Marwa	West High School English (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Moore, Sophia	North School 3 rd Grade (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General

Nicholsky, Nicholas	West High School RSP 9-12 (Replacement) "B", Class IV, Step 1 - \$66,478.00 Fund: Special Education
Pagonda Rani, Samyuktha	Kimball High School Mathematics (Replacement) "B", Class VI, Step 1 - \$70,165.00 Fund: General
Pease, Ashley	Kimball High School Physical Education (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Peterson, Brenda	West High School Agriculture (New) "A", Class I, Step 1 - \$58,538.00 Fund: General
Pombo, DeAnna	West High School Social Science (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Rey, Emmylou	Central Elementary SDC TK-2 ESN/Aut (New) "A", Class I, Step 1 - \$61,602.00 Fund: Special Education
Rivas, Jennifer	Monte Vista Middle School Science (Replacement) "B:", Class II, Step 1 - \$61,283.00 Fund: General
Spencer, Cassye	South West Park Kindergarten (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General
Velazquez, Jose	West High School Physics (Replacement) "B", Class III, Step 1 - \$63,544.00 Fund: General
Winters, Ciara	South/West Park 3 rd Grade Gate (Replacement) "A", Class I, Step 1 - \$58,538.00 Fund: General

BACKGROUND:

Balatayo, Patricia

Bhatt, Drushti

DiBattista, Anne

Fernandez, Erica

Gleese, Sarah

Grotle, Veronica

Harvey, Neville

Heizer, Tracy

Hewell, Alexandra

CLASSIFIED

Payroll Technician (Replacement)
District Office
Range 52, Step E - \$40.55 per hour
Fund: General

Para Educator I (Replacement)
Poet- Christian School
Range 24, Step B - \$18.25 per hour
Fund: ELO Grant

Para Educator I (Replacement)
Tracy High School
Range 24, Step E - \$20.99 per hour
Fund: CTE/ROP

School Supervision Assistant (New)
North Elementary
Range 21, Step A - \$16.29 per hour
Fund: General

Secretary to the Director of Adult and
Career and Technical Education (Replacement)
Adult School
Range 40, Step D - \$29.15 per hour
Fund: 40% General, 60% Adult Education

Elementary Attendance Clerk (Replacement)
Jacobson Elementary
Range 28, Step D - \$21.96 per hour
Fund: General

Para Educator I (Replacement)
Central Elementary
Range 24, Step B - \$18.25 per hour
Fund: ELO Grant

Para Educator I (Replacement)
Kelly School
Range 24, Step E - \$20.99 per hour
Fund: ELO Grant

Utility Person III (Replacement)
MOT/Grounds Team
Range 38, Step C - \$26.53 per hour
Fund: 50% Maintenance, 25% Special Education
Transportation, 25% Home to School
Transportation

Hicks, Lauren	Para Educator I (Replacement) Monte Vista Middle School Range 24, Step C - \$19.14 per hour Fund: General
Hollins, Armelia	Food Service Technician (Replacement) Food Services Range 36, Step E - \$27.79 per hour Fund: Child Nutrition School Program
Kaur, Ranvir	Special Education Para Educator (New) Central Elementary Range 27, Step A - \$18.72 per hour Fund: Special Education
Lopez, Eddy	Groundskeeper I (Replacement) West High School Range 33, Step E - \$25.89 per hour Fund: Maintenance
Lucatero, Graciela	Food Service Worker (Replacement) Tracy High School Range 25, Step B - \$18.72 per hour Fund: Child Nutrition School Program
Mavis, Michelle	Special Education Para Educator (Replacement) North School Range 27, Step D - \$21.49 Fund: Special Education
Muzzi, Dan	School Supervision Assistant (Replacement) Jacobson Elementary Range 21, Step B - \$17.06 per hour Fund: General Fund
Oliva, Jane	Parent Liaison (Replacement) Kelly School and Kimball High School Range 28, Step B - \$20.04 per hour Fund: Targeted EL
Pereira, Richard	Irrigation Specialist (Replacement) Tracy High School Range 36, Step E - \$27.79 per hour Fund: Maintenance
Pribble, Jacob	Utility II (New) MOT/West High School Range 35, Step B - \$23.60 per hour Fund: General

Pribble, Lisa

High School Administrative Secretary
(Replacement)
Tracy High School
Range 32, Step E - \$25.29 per hour
Fund: General

Taa, Claire Ashley

Para Educator I (Replacement)
Central School
Range 24, Step A - \$17.44 per hour
Fund: Targeted EL

Tate, Maribel

Utility Person II (Replacement)
West High School
Range 35, Step B - \$23.60 + night differential
Fund: General

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 14, 2023
SUBJECT: **Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Department and Site Administrators for the 2023-2024 School Year**

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

RATIONALE: Tracy Unified School District department and site administrators are trained in First Aid/CPR/AED in order to better respond to emergencies that may arise at their site or work locations.

FUNDING: The cost of combined CPR, AED and First Aid training will be \$5,525 and will train up to 85 participants. The total cost for the CPR, AED and First Aid training is not to exceed \$5,525.00 and will be paid through Title II funds.

RECOMMENDATION: Approve Agreement for Contract Services between Cascade Training Center and Tracy Unified School District to Provide Professional Development to Department and Site Administrators for the 2023-2024 School Year.

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Cascade Training Center _____, hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Provide First Aid, CPR, and AED training to TUSD management staff, up to 85 people. Additional staff at \$65/person.

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

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

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

- a. District shall pay \$65.00/person per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 5,525.00. 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 September, 2023, and shall terminate on November, 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, Tammy Jalique, at (209) 830-3260 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor ☐ WILL ☒ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

<u>Billie Justice</u>	<u>Operations Manager</u>
Contractor Signature	Title
<u>38-3932565</u>	
IRS Identification Number	
<u>Operations Manager</u>	
Title	
<u>15810 S. Harlan Rd. Ste. C</u>	
Address	
<u>Lathrop, CA 95330</u>	

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. of Human Resources
DATE: July 19, 2023
RE: Approve Paid Student Internship Agreement with Humphreys University

BACKGROUND: Tracy Unified School District currently employs interns through a variety of colleges, universities, and programs. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. An agreement with Humphreys University and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be valid for a total of five (5) academic years.

RATIONALE: By approving this agreement with Humphreys University the District will expand its pool of applicants. This agenda item meets strategic goal #2 - Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Paid Student Internship Agreement with Humphreys University.

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



**Multiple Subject Teaching Credential Program
Memorandum of Understanding for Internships**

Employing Organization: Tracy Unified School District

The California Commission on Teacher Credentialing (CCTC) University Internship Program is a partnership between Humphreys University and participating schools, districts, counties, and Charter Management Organizations which allows teacher candidates enrolled in the University's SB 2042 Credential Program to provide instructional services while they complete teacher preparation program requirements. Interns complete coursework for the Credential Program as well as complete their internship (a minimum of two university quarters) in lieu of the traditional student teaching experience. An intern must meet district employment criteria as well as University and Credential Program admission standards.

This contract covers five whole academic years from the date of signing.

As part of this collaboration, the **employing organization agrees to**

1. ensure that a qualified administrator of the site with employed interns holds at least a preliminary administrative credential, demonstrates commitment to collaborative evidence-based practices and continuous program improvement, and is aware of the shared responsibilities set forth in this agreement.
2. provide a Master Teacher (Cooperating Teacher/District-Employed Supervisor/Mentor). This person should
 - a. not be the intern's site evaluator.
 - b. hold a clear multiple subject credential, an EL Authorization, and have a minimum of 3 years of successful K-8 teaching experience as well as experience or knowledge of effective coaching techniques.
 - c. provide a minimum of 5 hours per week of support and guidance in a variety of ways including but not limited to modeling, problem-solving, observation and coaching, and advising on curriculum, classroom management, etc.
 - d. determine a weekly dedicated time to work with the intern within the school day.
 - e. be assigned prior to the intern assuming daily teaching responsibilities.
3. ensure the intern is the teacher of record in a minimum .5 FTE, face-to-face teaching position which is aligned to a multiple subject teaching credential.
4. provide sufficient resources for instruction at least equal to that of other non-intern teachers.



Humphreys University

EST. 1986

STOCKTON CAMPUS
6650 Inglewood Avenue
Stockton, California 95207
209.478.0800

MODESTO CAMPUS
3600 Sisk Road #5A
Modesto, California 95356
209.543.9411

5. honor the confidentiality between Master Teacher and intern.
6. inform Humphreys University of its intent to hire an intern prior to issuing a contract in order to assure student eligibility for the credential program and/or teaching assignment and allow sufficient time to process the student's application for the Internship Program.
7. assign minimal outside responsibilities to the intern (coaching or other extracurricular activities). Interns assume the functions that are authorized by the Multiple Subject Preliminary credential (SB 2042 standards).
8. pay the intern a salary during the internship. No intern's salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person.
9. base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.
Reference Code Section 44462.
10. consult the local bargaining unit on matters pertinent to the Internship Program.
11. certify that interns do not displace certificated employees in the district and that qualified certificated persons holding the appropriate credential were not available. The exclusive representative of certificated employees in the credential area is invited to provide a written statement to the Committee on Accreditation to support justification of the internship placement in the respective district or county office of education.
12. terminate the agreement if it is found that continuation is detrimental to students or if, based on performance to-date, employing organization or University supervisors recommend dismissal from the Internship Program.

As part of this collaboration and pursuant to California Education Code 44321, the supervision and support of interns is the responsibility of both the employing site/district and Humphreys University. **Jointly, these parties will provide**

1. a minimum of 144 hours of support/mentoring and supervision to each intern teacher per school year to coach, model, and demonstrate within the classroom, and to assist with course planning and problem-solving regarding students, curriculum, and effective teaching methodologies.
 - a. The site will provide minimum of five hours of support/mentoring and supervision shall be provided to the intern teacher every five instructional days.
 - b. The University will
 - i. provide a minimum of two hours of support/mentoring and supervision every five instructional days.
 - ii. develop a procedure for the intern to document the CCTC required hours of support from both agencies.
 - iii. monitor, with the intern, the accumulating hours of support.



2. a minimum of 45 hours of support/mentoring and supervision specific to the needs of English Learners with a minimum of five hours per month for interns who do not already hold a valid English Learner Authorization.
 - a. The site will provide an on-site support person for advising and coaching around assessing language needs, classroom modifications, and progress monitoring. This may be the intern's Master Teacher, if appropriate.
 - b. The University will
 - i. provide opportunities for support specific to the needs of EL learners.
 - ii. develop a procedure for the intern to document the CCTC required hours of support from both agencies.
 - iii. monitor, with the intern, the accumulating hours of support.

As part of this collaboration, **Humphreys University** agrees to

1. verify interns meet internship criteria as stipulated on the Intern Eligibility Checklist, including
 - a. a bachelor's degree from a regionally accredited institution.
 - b. passage of the basic skills and subject matter competency requirements.
 - c. possession of Certificate of Clearance, current CPR certification, and TB clearance.
 - d. a minimum of 120 hours of intern preservice coursework.
2. support the intern through 3 quarterly observation and feedback sessions focused on TPE progress.
3. provide CCTC required coursework within the teacher preparation program.
4. advise the intern regarding the best sequence of courses to complete the program including the early program completion option and its requirements.
5. provide support for the Master Teacher.
6. submit documentation to the California Commission on Teacher Credentialing to recommend the intern for a teaching credential and notify the district in writing that the intern has been recommended.

As part of the collaboration, the **Intern** agrees to

- 1) enroll in and successfully complete the Intern Teaching Seminar course for two quarters.
- 2) follow site responsibilities and schedule including participating in site meetings, collaborations, and professional development.
- 3) Participate in and maintain accurate records of the 144 hours of general and 45 hours of EL support.



Humphreys
University
EST. 1996

STOCKTON CAMPUS
6650 Inglewood Avenue
Stockton, California 95207
209.478.0800

MODESTO CAMPUS
3600 Sisk Road #5A
Modesto, California 95356
209.543.9411

- 4) maintain enrollment in the University Credential Program for a minimum of four units per quarter.
- 5) meet the legal, ethical, and professional standards expected of credentialed teachers and identified in the California Standards for the Teaching Profession (CSTP).
- 6) recognize that continuation as an intern is contingent upon demonstration of satisfactory teaching competence and that termination of an assignment, based on inadequate performance, is the responsibility of the employing organization and the University based on professional judgment.

SIGNATURES

The following signatures indicate that the employing organization agrees to the terms of the MOU and will participate in the partnership.

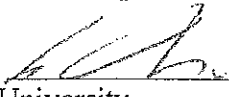
Name of approving official _____

Position/Title _____

Signature of approving official _____ Date _____

Signature of Organization Board _____ Date _____
(If appropriate)

The following signature indicate that Humphreys University agrees to the terms of the MOU and will participate in the partnership.

Dr. Robert Humphreys  _____ Date 7/12/23
President, Humphreys University



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: May 23, 2022
RE: Approve Paid Student Internship Agreement with Pacific Oaks College

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges, universities, and programs. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. An agreement with Pacific Oaks College and Tracy Unified School District will expand options for meeting staffing needs.

RATIONALE: By approving this agreement with Pacific Oaks College the District will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Paid Student Internship Agreement with Pacific Oaks College.

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

MEMORANDUM OF AGREEMENT
BETWEEN

Pacific Oaks Education Corporation

AND

Tracy Unified School District

This Memorandum of Understanding (the "Agreement") is entered into by and between Pacific Oaks Education Corporation, d/b/a Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California 91103 (the "College"), and **Tracy Unified School District** located at **1875 W. Lowell Avenue, Tracy, CA 95376** (the "School District").

A. Agreement Term and Parameters

This Agreement shall be effective for a period of three (3) years (the "Initial Term") from the Effective Date. Thereafter, this Agreement will automatically renew for periods of one (1) year (each a "Renewal Term") on the Effective Date Anniversary.

All stipulations in this Agreement are contingent upon the Parties' (including College students') fulfillment of any rules and regulations established by the College, the School District, and the California Commission on Teacher Credentialing ("CTC") relative to its internship program¹ (collectively, the "Program").

B. Purpose

The purpose of this Agreement is to set forth the terms and conditions, as well as other operative conditions, which will govern the parties' relationship in forming a cooperative working relationship to provide an internship program for College's students enrolled in one more of College's programs approved by the CTC (the "College Intern Program").

C. Roles and Responsibilities

1. The School District agrees to:

- a. Participate in College Intern Program evaluation including, without limitation, observations and evaluations of each student enrolled in the College Intern Program (each an "Intern") by providing at least five (5) hours of support to each Intern and attending mandatory meetings regarding the College Intern Program as set forth by the College.
- b. Participate in a clearly defined selection of School District support providers (i.e. mentor teachers) to participate in the College Intern Program who have the following minimum qualifications:

¹ [https://www.ctc.ca.gov/credentials/leaflets/university-internship-credentials-\(cl-402a\)](https://www.ctc.ca.gov/credentials/leaflets/university-internship-credentials-(cl-402a))

- i. Valid corresponding Clear or Life Credentials from CTC
 - ii. At least three (3) years of successful teaching experience
 - iii. CTC English Learner Authorization ("ELA")
- c. Provide sufficient resources to Interns, including the identification of protected time for School District-provided support/mentor to work with Interns within the school day with clearly defined expectations for the type and frequency of support/mentorship.
- d. Clarify the Intern's terms of employment, including evaluation process of site support provider. The CTC requires districts to identify an individual who is immediately available to assist the Intern with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and to support language accessible instruction. This individual may be the same mentor teacher, provided that they have ELA and are immediately available.
- e. Ensure the quality of the internship experience by providing a professional development plan to the Intern.
- f. Ensure that all School District and site administrative staff respect the confidentiality between the mentor teacher and the Intern. Intern activities will not have a relationship to district teacher evaluation.
- g. Only hire Interns who meet the requirements necessary for obtaining an intern credential.
- h. Assign the Intern to positions that are authorized to be performed by holders of a Clear credential in the specific credential area that the Intern is seeking credentialing in.
- i. Provide the minimum hours of general and ELA support as required by the College Intern Program and CTC requirements.
- j. Place each participating Intern with a fully credentialed mentor teacher, preferably at the same site as the Intern and with experience in the curricular area or grade level assigned to the Intern.
- k. Ensure that mentor teachers complete the mentor teacher ten (10)-hour training as required by the CTC.
- l. Upon request of the School District for good cause, the School District shall notify the College of termination or change of assignment of any Intern in the College Intern Program.

2. College agrees to:

- a. Designate a member of the faculty in teacher education to provide leadership for the College Intern Program. The College will assume the cost of a faculty member to provide leadership of the College Intern Program and work with the School District.

- b. Ensure that Intern candidates meet the requirements necessary to acquire an intern credential, including the following:
 - i. Bachelor's degree from an accredited school of higher education
 - ii. Certificate of Clearance or other valid CTC-issued permit
 - iii. Basic Skills Requirement as set forth by the CTC
 - iv. Negative TB test results
 - v. Cumulative minimum GPA of 3.0
 - vi. Subject Matter Proficiency as set forth by the CTC
 - vii. Complete a course (two semester units or three quarter units) in the provisions and principles of the U.S. Constitution or pass an examination given by a regionally-accredited college or university
 - viii. One-hundred and twenty (120) pre-service hours as set forth by the CTC
- c. Recommend only Intern eligible candidates meeting the above requirements to the CTC for the intern credential.
- d. Enhance the Intern candidate's growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- e. Assign a fieldwork supervisor who will provide support and assistance to the Intern through regularly scheduled classroom visits.
- f. Provide the minimum hours of general and EL support as provided by the College Intern Program and CTC requirements
- g. Ensure the quality of the internship experience by providing ongoing support and supervision throughout the entirety of the internship credential.
- h. Notify the School District in the event that an Intern is not maintaining enrollment and/or responsibilities in the courses to complete the College Intern Program, and of any intention to revoke the Intern's credentials.

D. General Terms and Conditions

1. **Intern Employment Status.** The parties agree that Interns shall be considered School District employees for all purposes, including for the payment of any federal, state, or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation contributions, vacation pay, sick leave, retirement benefits or any other payments or benefits for or on behalf of Interns.
2. **Non-Discrimination.** In the process of carrying out their respective duties under this Agreement, both parties shall comply with all applicable federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, creed, national origin, citizenship, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation, or gender identity.

3. **Indemnification.** Each party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other and its respective agents, affiliates, subsidiaries, officers, officials, employees, and students (collectively, the "Indemnified Party") from and against all claims, legal demands, damages, losses, liabilities, injuries, and expenses (including but not limited to reasonable attorney fees and court costs) arising from any breach of this Agreement by the Indemnifying Party through any combination of its own negligent or willful acts or omissions of the Indemnifying Party or those of, its agents, affiliates, subsidiaries, employees, officers, officials, or students. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification and the provisions of this section shall survive the termination of this Agreement.

Insurance. Without limiting the indemnification obligations stated above, each party shall provide and maintain and/or cause its respective agents, affiliates, subsidiaries, officers, officials, employees, and students to provide and maintain at their own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, commercial general liability and professional liability coverage. The School District's commercial general liability insurance shall have minimum coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The College's professional liability insurance shall carry a single limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate.

In addition to the foregoing coverage, the School District shall maintain workers' compensation insurance in such amounts as mandated under state law. For the purposes of this Agreement, School District acknowledges that each Intern shall be a paid employee of the School District and thus covered under the School District's insurance policies, including Workers' Compensation, to the extent available to other School District faculty and staff. No Intern shall be considered an employee or agent of College while performing services for the School District.

The College shall provide insurance documentation per Exhibit 1.

Upon request, the parties agree to furnish one another with appropriate certificates of insurance. Both College and School District agree to promptly inform the other party of any revocation, reduction, or material change in any insurance required under this clause.

4. **Effective Date.** The effective date of this Agreement is the date on which the Agreement becomes fully executed.

5. **Termination.** Any party may terminate this Agreement without cause by giving the other party thirty (30) days' written notice of the intention to terminate. Termination of this Agreement on the part of the College or School District is mutually exclusive from termination of the Intern's, mentor teacher's, or credential analyst's employment.
6. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Street
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu
Copy to: contracts@tcsedsystem.edu

For School District: **Tracy Unified School District**
Attn: Tammy Jalique
1875 W. Lowell Avenue
Tracy, CA 95376
Email: tjalique@tusd.net

7. **Modification.** This Agreement may be revised or modified only by a written amendment signed by duly authorized signatories of both parties.
8. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
9. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this shall not operate as a waiver of any such right, power, or privilege.
10. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties.
11. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

[Signature Page Follows]

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified below.

	Jerell Hill	Dean	
College Representative Signature	Printed Name	Title	Date
	Tammy Jalique	Assoc. Supt for HR	
School District Representative Signature	Printed Name	Title	Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: July 10, 2023
RE: Approve Unpaid Student Teaching Agreement with Pacific Oaks College

BACKGROUND: Tracy Unified School District encourages colleges and universities to place students in our schools to fulfill their requirements for obtaining their credential. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. A contract between Pacific Oaks College and Tracy Unified School District will expand options for meeting staffing needs.

RATIONALE: By adding Pacific Oaks College student teacher program the District will expand its pool of applicants. This agenda item meets strategic goal #2- Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: None.

RECOMMENDATION: Approve Unpaid Student Teaching Agreement with Pacific Oaks College

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

MEMORANDUM OF AGREEMENT
BETWEEN
Pacific Oaks Education Corporation
AND
Tracy Unified School District

This Memorandum of Agreement (the "Agreement") is entered into by and between Pacific Oaks Education Corporation, d/b/a Pacific Oaks College, a non-profit institution of higher education located at 45 Eureka Street, Pasadena, California 91103 (the "College"), and **Tracy Unified School District** located at **1875 W. Lowell Avenue, Tracy, CA 95376** (the "School District").

A. RECITALS:

WHEREAS, the College is a California non-profit institution of higher education offering to its students degree programs in education;

WHEREAS, directed teaching experience is a required and integral component of the College's education curriculum;

WHEREAS, the College desires the cooperation of School District in the development and implementation of the directed teaching experience phase of its education curriculum;

WHEREAS, the School District recognizes its professional opportunity and responsibility to participate in the training of education students; and

WHEREAS, the School District wishes to join the College in the development and implementation of a Directed Teaching Program at School District for College's education students.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the College and the School District enter into this Agreement on the terms and conditions set forth below.

B. DEFINITIONS:

1. "Student" refers to a student enrolled in an education program at the College.
2. "Master Teacher" refers to a faculty member of the School District that supervises the practical aspect of the Student Teacher's participation in the Directed Teaching Program and that provides support to the Student Teacher. The Master Teacher must hold a clear credential issued by the California Commission on Teacher Credentialing ("Commission") in the same credential area the candidate is seeking – this includes three or more years of teaching experience with an English Learner authorization. The Master Teacher shall also complete the mentor teacher training approved by the College or show proof of previous training and must be authorized to serve as a classroom teacher in a school or classroom where the Directed Teaching Program is provided.
3. "Student Teacher" refers to Students enrolled in the College's teaching credential program who have completed the prerequisites (including, but not limited to, Certificate of Clearance, TB test, CBEST, CSET, and coursework), and are eligible for the Directed Teaching Program at the School District.

4. "Fieldwork Supervisor" refers to the College staff or faculty member tasked with serving as a liaison or coordinator to the School District and with administering the College's responsibilities related to the Directed Teaching Program.
5. "Fieldwork Team" refers to members of College's faculty and/or staff that are tasked with acting as liaison with the School District, and coordinating any specific student teaching requirements including but not limited to student teaching placements and prerequisites.
6. "Student Teaching" refers to the active participation by a Student in the duties and function of classroom teaching under the direct supervision and instruction of the Master Teacher or other employees of the School District holding valid credentials issued by the Commission authorizing the employees to serve as classroom teachers in the schools/classrooms in which the Directed Teaching Program is provided.
7. "Directed Teaching Program" refers to all Student teaching activities at the School District conducted in accordance with this Agreement that satisfy all of the Commission's requirements.

C. THE COLLEGE AND THE SCHOOL DISTRICT MUTUALLY AGREE:

1. To collaborate to establish the educational objectives for the Directed Teaching Program, devise methods for their implementation, and continually evaluate to determine the effectiveness of the Directed Teaching Program.
2. The College agrees to select and assign Students to School District for purposes of directed teaching. Any assignment of a Student Teacher to the School District shall be at the discretion of the College. However, School District reserves the right to interview any Student selected by the College prior to accepting that Student for training in the Directed Teaching Program. Subject to the foregoing, Students selected for assignment shall be assigned to School District for a period of time mutually determined in advance by the parties, which may be altered by thirty (30) days' prior written notice, with consideration given to the School District staff and space availability.
3. Either party may terminate a Student Teacher's placement in the Directed Teaching Program where the Student Teacher's performance falls below acceptable School District or College standards, after appropriate support and advice efforts have been conducted. The parties shall provide reasonable notice to one another prior to terminating any Student Teacher's placement in the Directed Teaching Program.
4. Each party shall as applicable, secure and maintain in confidence all files and personally identifiable information of the students of the other party which it encounters as part of the Directed Teaching Program. Use of such files and information must be limited by the receiving party to carrying out its duties under this Agreement. Access to such files and information must also be limited to employees or students on a limited-need-to-know basis

and each receiving party agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to either the College or School District. For the purpose of this Agreement, pursuant to FERPA, specifically 34 C.F.R. § 99.31(a)(1)(i)(A), each party hereby designates the other as a School Official with a Legitimate Educational Interest in the Educational Records of its respective students to the extent that access to the records is required by the receiving party to carry out its responsibilities under this Agreement. This provision shall survive the termination of this Agreement to the extent allowable under current law.

D. THE COLLEGE AGREES:

1. To ensure that each Fieldwork Supervisor visits and observes each Student Teacher and provides support to the Student Teacher and Master Teacher as necessary.
2. To assume responsibility for assuring the Directed Teaching Program's compliance with the educational standards established by the California State Board of Education or any other relevant authority.
3. To provide prerequisite coursework, academic instruction, and support for Student Teachers enrolled in the Directed Teaching Program.
4. To establish and maintain, as necessary for the implementation and performance of this Agreement, ongoing communication between the Fieldwork Team, Fieldwork Supervisor, the School District's Supervising Principal and the School Site Mentor (or other similarly designated personnel) assigned by the School District on items pertinent to teacher education and supervision.
5. To direct the Student Teacher to comply with the existing pertinent rules and regulations of the School District and all reasonable directions given by qualified School District personnel.
6. To supply the appropriate faculty or staff at the School District with the appropriate forms to be used in evaluating the performance of the Student Teacher.
7. To require the Student Teacher to provide, prior to the commencement of the Directed Teaching Program, such confidential on-boarding information as may be required by the School District or deemed necessary for the training and guidance of the Student Teacher.
8. To pay a one-time stipend directly to each Student Teacher's Master Teacher after completion of the Master Teacher's duties hereunder, at the close of the College's semester, and upon receipt of any supporting documentation that is required by the College to remit the stipend payment. This includes, without limitation, a completed Form W-9. In the event a Student Teacher's placement is terminated, the School District shall receive payment from the College as though there had been no termination, except that if

the Student Teacher is terminated before one half of the College's semester is completed, the Master Teacher shall be paid only one half of the stipend.

9. Student teachers are required to fingerprint with Tracy Unified School District at their own expense, \$25.00.
10. Student teachers are required to provide negative TB exam certificate from no more than three years from the placement start date.

E. THE SCHOOL DISTRICT AGREES:

1. To designate a member of its faculty or staff who will be responsible for organizing and coordinating the planning and implementation of the Directed Teaching Program, and administering School District's responsibilities under this Agreement.
2. To provide student teaching experience for all Student Teachers.
3. To provide the physical facilities and equipment necessary to conduct the Directed Teaching Program.
4. To designate a Master Teacher, mutually agreed upon by the School District and the College.
5. To advise the College of any changes in personnel, operation, or policies that may affect the Directed Teaching Program.
6. To inform the Student Teacher of the School District's requirements (i.e., health status, criminal background) for acceptance into the School District's Directed Teaching Program.
7. To provide the Student Teacher with a copy of the School District's existing pertinent rules and regulations with which the Student Teacher is expected to comply.
8. In accordance with Section III(c) of this Agreement, advise the College of any serious deficiency noted in the ability of a Student Teacher to progress toward achievement of the stated objectives of the Directed Teaching Program. It will then be the mutual responsibilities of the assigned Student Teacher, the Master Teacher, and the College's Fieldwork Team to devise a plan by which the Student Teacher may be assisted to achieve the stated objectives.

F. GENERAL TERMS AND CONDITIONS

1. **Non-Discrimination.** In the process of carrying out their respective duties under this Agreement, both parties shall comply with all applicable federal, state, and local laws, rules, and regulations, and executive orders concerning non-discrimination in employment, education, and services on the actual or perceived basis of race, religion, color, creed, national origin, citizenship, ancestry, age, marital status, pregnancy, physical

or mental disability, medical condition, genetic information, veteran status, gender or sexual orientation, or gender identity.

2. **No Compensation.** Except as otherwise provided in the Agreement, the parties agree that because the Directed Teaching Program is for the benefit of the Student Teacher and the School District derives no immediate advantage from the activities of the Student Teacher, Student Teachers will not be paid any compensation by School District in connection with the Directed Teaching Program. School District represents that (i) no employee or faculty is being displaced by the Student Teacher; (ii) the Directed Teaching Program is not being used as a "trial period" for future employment for any Student Teacher; and (iii) the Directed Teaching Program is not being used to augment School District's workforce. College and School District shall each bear their own costs associated with this Agreement and no payment is required by either College or School District to the other party.
3. **Indemnification.** Each party (an "Indemnifying Party") shall defend, indemnify, and hold harmless the other and its respective agents, affiliates, subsidiaries, officers, officials, employees, and students (collectively, the "Indemnified Party") from and against all claims, legal demands, damages, losses, liabilities, injuries, and expenses (including but not limited to reasonable attorney fees and court costs) arising from any breach of this Agreement by the Indemnifying Party through any combination of its own negligent or willful acts or omissions of the Indemnifying Party or those of its agents, affiliates, subsidiaries, employees, officers, officials, or students. The insurance requirements of this Agreement will not be construed as limiting the scope of this indemnification and the provisions of this section shall survive the termination of this Agreement.

Insurance. Without limiting the indemnification obligations stated above, each party to this Agreement shall provide and maintain and/or cause its respective agents, affiliates, subsidiaries, officers, officials, employees, and students to provide and maintain at their own expense a program of insurance covering its activities and operations hereunder. Such program of insurance shall include, but not be limited to, commercial general liability and professional liability coverage. The School District's commercial general liability insurance shall have minimum coverage of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The College's professional liability insurance shall carry a single limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. The College shall provide insurance documentation per Exhibit 1.

Upon request, the parties agree to furnish one another with appropriate certificates of insurance. Both College and School District agree to promptly inform the other party of any revocation, reduction, or material change in any insurance required under this clause.

4. **Independent Contractor.** College faculty, staff, and students are not officers, agents, or employees of the School District by virtue of this Agreement. Each party shall be solely

liable for its own debt, obligations, acts, and omissions, including the payment of all liability, withholding, social security, worker's compensation, or other taxes or benefits on behalf of its employees.

5. **Worker's Compensation Insurance.** It is understood and agreed that College's Students are not to be considered employees of the School District and therefore Students are not eligible for worker's compensation insurance and the College does not maintain worker's compensation insurance for student coverage. Rather, Students are fulfilling specific requirements for pre-clinical or clinical experiences as part of a degree program. Students, in consideration of this service are paying for service under their tuition arrangements with the College.
6. **Term.** This Agreement shall be effective for a period of three (3) years ("Initial Term") from the Effective Date. Thereafter, this Agreement will automatically renew for periods on one (1) year (each a "Renewal Term") on the Effective Date Anniversary unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the then-current Term.
7. **Effective Date.** The effective date of this Agreement is the date on which the Agreement becomes fully executed.
8. **Termination.** Any party may terminate this Agreement without cause by giving the other party thirty (30) days' written notice of the intention to terminate. In the event this Agreement is terminated, School District shall allow Student Teachers to complete their Directed Teaching Program, to the extent they were scheduled to begin on or before the termination date.
9. **Notices.** All notices required to be given under this Agreement shall be sufficient if sent by electronic mail, facsimile, or U.S. Mail as follows:

For College: Pacific Oaks College
Attn: Dr. Jerell Hill
45 Eureka Street
Pasadena, CA 91103
Tel: 626.529.8420
Email: credentials@pacificoaks.edu
Copy to: contracts@tcsedsystem.edu

For School District: **Tracy Unified School District**
Attn: Tammy Jalique
1875 W. Lowell Avenue
Tracy, CA 95376
Email: tjalique@tusd.net

10. **Modification.** This Agreement may be revised or modified only by a written amendment signed by duly authorized signatories of both parties.

11. **Severability.** Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the Agreement is invalid or unenforceable for any reason, or if same should occur by operation of law, all remaining paragraphs and subparagraphs will remain in full force and effect.
12. **Waiver.** The failure or delay of either party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of any such right, power, or privilege.
13. **Assignment.** Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties.
14. **Governing Laws and Jurisdiction.** This Agreement shall be governed by and construed pursuant to the laws of the State of California. In the event that a dispute arises in relation to this Agreement, all parties agree to submit to the jurisdiction of the courts of Los Angeles County, California.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement to be effective as of the day specified below for a total of three or five years..

	Jerrell Hill	Dean	
College Representative Signature	Printed Name	Title	Date
	Tammy Jalique	Assoc. Supt. for HR	
School District Representative Signature	Printed Name	Title	Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: July 12, 2023
RE: **Approve Paid Student Internship Agreement with UMass Global**

BACKGROUND: Tracy Unified School District currently employs interns through a variety of colleges, universities, and programs. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. An agreement with UMass Global and Tracy Unified School District will expand options for meeting staffing needs.

RATIONALE: By approving this agreement with UMass Global the District will expand its pool of applicants. This agenda item meets strategic goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Paid Student Internship Agreement with UMass Global.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 14, 2023
SUBJECT: Consider Claim 623725

BACKGROUND: On July 10, 2023, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on April 25, 2023.

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The amount of the claim is noted as being in excess of \$10,000.00.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 623725.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: July 25, 2023
SUBJECT: Consider Claim 624565

BACKGROUND: On July 19, 2023, a claim was received by the Tracy Unified School District in which the claimant stated that a loss or injury occurred on June 8, 2023.

The District's insurance providers reviewed the subsequent claim and determined:

- a. The information provided to date does not suggest that there is a liability on behalf of the School District.

The District's insurance providers recommend a rejection/denial of this claim by the Board of Trustees.

The amount of the claim is noted as being in excess of \$10,000.00.

RATIONALE: District's insurance advisors, legal advisors, and District staff recommend rejection/denial of this claim. This is standard practice in order to protect the District from future litigation.

FUNDING: District insurance account covers costs up to the Board approved deductible amount.

RECOMMENDATIONS: Reject Claim No. 624565.

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 28, 2023
SUBJECT: **Adopt Revised Board Policy and Administrative Regulation 4144 and 4244
Grievances/Complaints (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Board Policy 4144, 4244 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Adopt Revised Board Policy and Administrative Regulation 4144 and 4244 Grievances/Complaints (First Reading)

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources

GRIEVANCES/COMPLAINTS

A. Purpose and Scope

To provide guidance and direction for District personnel regarding grievances and/or complaints.

B. General

1. The Superintendent shall establish procedures for dealing promptly and equitably with complaints which may be resolved expeditiously without resolving to more formal grievance procedures.
2. Specific procedures shall be established for individual to appeal their complaints to the Governing Board if redress is not obtained through established channels.
3. A grievance must be based upon an alleged violation of a specific employee organization contract.

C. Forms Used and Additional References

Grievance form

D. Procedure

Grievances

1. Definitions

- a. A "grievance" is a formal written allegation by a grievant that the grievant has been adversely affected by a violation of the specific provisions of the employee agreement. (See employee agreement for procedures)
- b. A "grievant" may be any member of the bargaining unit covered by the terms of an agreement between the bargaining unit and the Governing Board of this school district.

GRIEVANCES/COMPLAINTS (continued)

- e. ~~A “day” (for the purposes of this grievance procedure) is any day on which the central administrative office of this school district is open for business.~~
- d. ~~The “immediate supervisor” is the building principal or administrator having immediate jurisdiction over the grievant and who has been designated to adjust grievances.~~

Complaints

1. Definition

A “complaint” shall be defined as an alleged misapplication of the policies and/or regulations of the district as set forth in this manual. Procedures for a complaint are established by the administration and provide a route of appeal through channels to the Governing Board, if necessary. Complaints and other matters for which a specific method of review is provided by law, by the policies of the Governing Board, or board adopted regulations, or by the administrative regulations and procedures of this school district are not within the scope of the procedure for grievances as defined above.

2. Procedure for Complaints

The official path of communication in dealing with complaints is as follows:

- a. Employee should confer about information, questions, complaints and problems with their immediate supervisor and/or their building principal.
- b. If the situation is one that can be handled at the immediate supervisor level, the supervisor shall proceed to take whatever action is necessary. At the building level the principal is the immediate supervisor.
- c. The immediate supervisor shall, in turn, inform the superintendent of the situation and the action.

GRIEVANCES/COMPLAINTS (continued)

- d. If, in the immediate supervisor's judgment the situation requires consolation with other administrative officers before taking action, the supervisor shall do so.
- e. If the immediate supervisor desires joint meeting with the personnel concerned and the superintendent, a request for such meetings shall be made by the supervisor.
- f. If, in the immediate supervisor's judgment, the situation should go directly to the superintendent, the supervisor should consult with the superintendent, and turn the situation over to the superintendent. The superintendent shall inform the immediate supervisor concerning the disposal of the situation.
- g. In the event that an individual presents the superintendent with a situation that had not been presented to the immediate supervisor, even though the situation should have been so presented, the superintendent will direct the particular person back to the immediate supervisor and will inform the immediate supervisor concerning the situation.
- h. If an employee presents the superintendent with situations about which the employee has conferred with the immediate supervisor and about which the employee is still discontent, the superintendent or his designee shall hear the employee's discussion and, in turn, shall hear the immediate supervisor's discussion.

The superintendent or his designee shall then require joint conferences of the superintendent, the immediate supervisor and the employee. After due conferences of such nature without a successful solution, the superintendent shall arbitrarily make a decision. In the event of such a necessity, the superintendent will also present a written description of the situation to the governing board including the superintendent's arbitrary decision. Copies of this description shall be given to all affected parties.

GRIEVANCES/COMPLAINTS (continued)

- i. If any party involved in (h) above is still dissatisfied with the decision as rendered, he/she may submit in writing to the superintendent a request for a conference with the Governing Board and the superintendent. The superintendent shall submit this request to the Governing Board for its consideration.
- j. If the Governing Board decides to authorize the conference, the superintendent will arrange a time suitable to all parties. After the conference, the Governing Board shall render a decision which shall be final.
- k. In some instances, the aggrieved party has recourse to legal action, in which event, all the preceding activities become a matter of record. The subsequent court decision would then be the final decision. (cf. 4118.111/4218.111 - Grievance Procedure for title IX)

E. Reports Required

None

F. Record Retention

Deposition of grievance on file in Human Resources office

G. Responsible Administrative Unit

Human Resources
Superintendent

H. Approved By

Associate Superintendent for Human Resources
Superintendent

Human Resources – All Personnel Certificated

AR 4144 (d)

AR 4244 (d)

GRIEVANCES/COMPLAINTS (continued)

Legal Reference:

GOVERNMENT CODE

3543 (re public school employees' rights)

Regulation Adopted:

HS BD: 11/20/85

EL BD: 7/6/82

Regulation Revised:

Joint Policy: 4/22/97, (Tentative 8/22/23)

GRIEVANCES/COMPLAINTS

The Governing Board recognizes the need to establish a process to allow employees and job applicants to have their concerns heard in an expeditious and unbiased manner. The Board expects that employees will make every effort to resolve complaints and disagreements informally before filing a complaint.

The Board prohibits retaliation against complainants. The Superintendent or designee may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint.

All matters related to a complaint shall be kept confidential and any document, communication, or record regarding the complaint shall be placed in a separate file and shall not be placed in an employee's personnel file.

Specific procedures shall be established for individuals to appeal their problems to the Governing Board if redress is not obtained through established channels.

~~For additional information on this subject see the current employee agreement(s) with~~

~~TRACY TEACHERS ASSOCIATION
TRACY SECONDARY EDUCATORS ASSOCIATION~~

The Governing Board recognizes that provisions for dealing with grievances are an essential part of good personnel administration.

Definitions

A "grievance" must be based upon an alleged violation of a specific provision of an employee organization contract.

For additional information on this subject see the current employee agreement(s) with

~~TRACY EDUCATORS ASSOCIATION
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION
CHAPTER 98~~

~~The Governing Board expects the superintendent of schools to establish procedures for dealing promptly and equitably with complaints which may be resolved expeditiously without resorting to more formal grievance procedures.~~

~~Specific procedures shall be established for individuals to appeal their problems to the Governing Board if redress is not obtained through established channels.~~

Human Resources -- All Personnel Certificated

BP 4144 (a)

BP 4244 (a)

~~NOTE: A "grievance" must be based upon an alleged violation of a specific provision of an employee organization contract. "Complaints" from employed personnel regarding alleged misapplication of policies, rules, regulations and procedures outside the scope of an employee organization contract will be dealt with as provided by said policies, rules, regulations and procedures.~~

The Governing Board recognizes that provisions for dealing with **complaints** grievancees are an essential part of good personnel administration.

Definitions

A "complaint" shall be defined as an alleged misapplication of the policies and/or regulations of the district.

For additional information regarding complaints of this category refer to:
AR 4144

The Governing Board believes that the quality of the educational program can improve when the District listens to complaints, considers differences of opinion, and resolves disagreements through an established objective process.

For additional information on this subject refer to:
BP/AR 4115.5—Complaints Concerning District Employees (Certificated)
BP/AR 4215.5—Complaints Concerning District Employees (Classified)

Legal Reference:

GOVERNMENT CODE

3543	(re public school employees' rights)
3543.1	Rights of employee organizations
53296	Definitions
53297	Filing complaint
53298	Reprisals
53298.5	Violations; punishment

Policy Adopted:

HS BD: 11/20/85
EL BD: 7/6/82

Policy Revised:

Joint Board: 4/22/97, (Tentative 8/22/23)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 13, 2023
SUBJECT: Adopt Revised Board Policy 4020 Drug and Alcohol-Free Workplace (First Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and administrative regulations as current laws and requirements change. The proposed revisions to Board Policy 4020 reflect California School Board Association recommendations to update this policy.

RECOMMENDATION: Adopt Revised Board Policy 4020 Drug and Alcohol-Free Workplace (First Reading)

Prepared by: Tammy Jalique, Associate Superintendent of Human Resource

DRUG AND ALCOHOL-FREE WORKPLACE

The Governing Board believes that the maintenance of a drug- and alcohol-free workplaces is essential to ~~school and district operations~~ staff and student safety and to help ensure a productive and safe work and learning environment..

~~No~~ An employee shall **not** unlawfully manufacture, distribute, dispense, possess, use ~~or be under the influence of any alcoholic beverage, drug or controlled substance as defined 21 U.S.C. § 801 et seq., before, during or after school hours at school or in any school district workplace~~ any controlled substance in the workplace. (Government Code 8355; 41 USC 8103)

Employees are prohibited from being under the influence of controlled substances or alcohol while on duty. For purposes of this policy, on duty means while an employee is on duty during both instructional and noninstructional time in the classroom or workplace, at extracurricular or cocurricular activities, or while transporting students or otherwise supervising them. Under the influence means that the employee's capabilities are adversely or negatively affected, impaired, or diminished to an extent that impacts the employee's ability to safely and effectively perform his/her job.

A school district workplace is any place where school district work is performed, any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

The Superintendent or designee shall notify employees of the district's prohibition against drug use and the actions that will be taken for violation of such prohibition. (Government Code 8355; 41 USC 8103)

An employee shall abide by the terms of this policy and shall notify the district, within five days, of his/her conviction for violation in the workplace of any criminal drug statute. (Government Code 8355; 41 USC 8103)

The Superintendent or designee shall notify the appropriate federal granting or contracting agency within 10 days after receiving notification, from an employee or otherwise, of any conviction for a violation occurring in the workplace. (41 USC 8103)

In accordance with law and the district's collective bargaining agreements, the Superintendent or designee shall take appropriate disciplinary action, up to and including termination, against an employee for violating the terms of this policy and/or shall require the employee to satisfactorily participate in and complete a drug assistance or rehabilitation program approved by a federal, state, or local public health or law enforcement agency or other appropriate agency.

Drug-Free Awareness Program

The Superintendent or designee shall establish a drug-free awareness program to inform employees about: (Government Code 8355; 41 USC 8103)

1. The dangers of drug abuse in the workplace
2. The district's policy of maintaining a drug-free workplace
3. Available drug counseling, rehabilitation, and employee assistance programs
4. The penalties that may be imposed on employees for drug abuse violations occurring in the workplace

The Superintendent or designee shall:

- ~~1. Publish and give to each employee a notification of the above prohibitions. The notification shall specify the actions that will be taken against employees who violate these prohibitions. The notifications shall also state that as a condition of employment, The employee will abide by the terms of this policy and notify the employer, within five days, of any criminal drug or alcohol statute conviction which he/she receives for a violation occurring in the workplace.~~
- ~~2. Establish a drug and alcohol free awareness program to inform employees about:
 - a. the dangers of drug and alcohol abuse in the workplace;
 - b. the district policy of maintaining drug and alcohol free workplaces;
 - c. any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - d. the penalties that may be imposed on employees for drug and alcohol abuse violations.~~
- ~~3. Notify the appropriate federal granting or contracting agencies within ten (10) calendar days after receiving notification from an employee or otherwise, of any conviction for a violation occurring in the workplace.~~
- ~~4. Initiate disciplinary action within thirty (30) calendar days after receiving notice of a conviction for a violation in the workplace from an employee or otherwise. Such action shall be consistent with state and federal law, the appropriate employment contract, the applicable collective bargaining agreement and district policy and practices.~~

Human Resources - All Personnel

BP 4020 (a)

DRUG AND ALCOHOL-FREE WORKPLACE

- ~~5. Make a good faith effort to continue maintaining a drug and alcohol free workplace through implementation of Board policy.~~

~~In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug assistance or rehabilitation program approved by federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.~~

~~The Board may not employ or retain in employment persons convicted of a controlled substance offense as defined in California Education Code § 44011. If any such conviction is reversed and the person acquitted in a new trial or the charges dismissed, his/her employment is no longer prohibited. For the purpose of this policy, "conviction" shall mean a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged to determine violations of federal or state criminal drug or alcohol statutes.~~

~~A classified employee may be reemployed after conviction of such an offense if the Board determines, from the evidence presented, that the person has been rehabilitated for at least five years.~~

DRUG AND ALCOHOL-FREE WORKPLACE

Legal Reference:

EDUCATION CODE

- § 44011 Controlled substance offense
- § 44425 Conviction of ~~controlled substance offenses as grounds for revocation of credential~~ **sex or narcotic offense**
- § 44836 Employment of certificated persons convicted of controlled substance offenses
- § 44940 Compulsory leave of absence for certificated persons
- § 44940.5 Procedures when employees are placed on compulsory leave of absence
- § 45123 Employment after conviction of controlled substance offense
- § 45304 Compulsory leave of absence for classified persons

CALIFORNIA GOVERNMENT CODE

§§ 8350-8357 Drug-Free Workplace Act of 1990

UNITED STATES CODE, TITLE 20

§§ 7111-~~7140~~ **7117** Safe and Drug Free Schools and Communities Act

UNITED STATES CODE, TITLE 21

§ ~~801 et seq.~~ **812** Schedule of controlled substances

CODE OF FEDERAL REGULATIONS, TITLE 21

§§ 1308.01-1308.49 Schedule of controlled substances

UNITED STATES CODE, TITLE 41

§§ ~~701-707~~ **8101-8106** Drug Free Workplace Act of 1988

Policy Adopted:

HS BD: 3/22/94

EL BD: 3/29/94

Policy Revised:

Joint Board 12/10/96

Policy Revised: 11/14/06

DRUG AND ALCOHOL-FREE WORKPLACE NOTICE TO EMPLOYEES

YOU ARE HEREBY NOTIFIED that it is a violation of Board policy for any employee at a school district workplace to unlawfully manufacture, distribute, dispense, possess, use or be under the influence of any alcoholic beverage, drug or controlled substance as defined in 21 U.S.C. § ~~804~~ **812** *et seq.*

"School district workplace" is defined as any place where school district work is performed, including a school building or other school premises; any school-owned or school-approved vehicle used to transport students to and from school or school activities; any off-school sites when accommodating a school-sponsored or school-approved activity or function such as a field trip or athletic event, where students are under district jurisdiction; or during any period of time when an employee is supervising students on behalf of the district or otherwise engaged in district business.

As a condition of your continued employment with the district, you will comply with the district's policy on Drug and Alcohol-Free Workplace and will, any time you are convicted of any criminal drug or alcohol statute violation occurring in the workplace, notify your supervisor of this conviction no later than five days after such conviction.

In taking disciplinary action, the Board shall require termination when termination is required by law. When termination is not required by law, the Board shall either take disciplinary action, up to and including termination, or shall require the employee to satisfactorily participate and complete a drug assistance or rehabilitation program approved by federal, state or local health, law enforcement or other appropriate agency. The Board's decision shall be made in accordance with relevant state and federal laws, employment contracts, collective bargaining agreements, and district policies and practices.

Pursuant to California Education Code §§ 44836 and 45123, the Board may not employ or retain in employment persons **in public school service who have been** convicted of **a any** controlled substance offense as defined in California Education Code § 44011. ~~If any such conviction a person's conviction for a controlled substance offense as defined in Section 44011 is reversed and the person is acquitted of the offense in a new trial or the charges against him or her are dismissed, his/her employment is no longer prohibited. this section does not prohibit his or her employment thereafter.~~

Pursuant to California Education Code § 45123, the district may employ for classified service a person who has been convicted of a controlled substance offense ~~only if~~ **if the governing board** determines, from ~~the~~ evidence presented, that the person has been rehabilitated for at least five years. The Board shall determine the type and manner of presentation of the evidence, and the Board's determination as to whether or not the person has been rehabilitated is final.

Pursuant to California Education Code § 44425, whenever the holder of any credential issued by the State Board of Education or the Commission on Teacher Credentialing has been convicted of a controlled substance offense as defined in California Education Code § 44011, the commission shall ~~forthwith~~ **immediately** suspend the credential. Pursuant to California Education Code § 44065, the district may not employ noncertificated persons in positions requiring a certificate. **If**

the conviction is reversed and the holder is acquitted of the offense in a new trial or the charges against him or her are dismissed, the commission immediately shall terminate the suspension of the credential. When the conviction becomes final or when imposition of sentence is suspended, the commission shall revoke the credential. (California Education Code § 44425)

Pursuant to California Education Code §§ 44940 and 45304, the district must immediately place on compulsory leave of absence any employee charged with an offense involving aiding or abetting the unlawful sale, use or exchange to minors of certain-controlled substances.

Pursuant to California Education Code §§ 44940 and 45304, the district may immediately place on compulsory leave of absence any employee charged with certain controlled substance offenses.

A list of drug and alcohol counseling, rehabilitation, and/or assistance programs are available in the Human Resources Department.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 14, 2023
SUBJECT: Acknowledge Revised Administrative Regulation 4112.5, 4212.5 and 4312.5 and Abolish Administrative Regulation 4112.62, 4212.62 and 4312.62 (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The revised Administrative Regulations 4112.5, 4212.5 and 4312.5 are updated to reflect the current laws for fingerprinting and maintenance of background information. With the revisions made to the Administrative Regulation 4112.5, 4212.5 and 4312.5, it is recommended to abolish Administrative Regulations 4112.62, 4212.62 and 4312.62 as the information is now contained in the revised ARs.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4112.5, 4212.5 and 4312.5 and Abolish Administrative Regulation 4112.62, 4212.62 and 4312.62 (First Reading).

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

CRIMINAL RECORD CHECK**A. Purpose and Scope**

To provide guidance and direction for administrative personnel regarding fingerprinting procedures and **maintenance of criminal offender records** for employees.

B. General

~~The Superintendent or designee shall ensure that no person is hired in a position requiring certification qualifications or supervising positions requiring certification qualifications who have been convicted of a violent or serious felony, unless that person has obtained a certificate of rehabilitation and a pardon.~~

~~However, a certificated employee may be hired by the district, without obtaining a criminal record summary, if that employee became a permanent employee of another school district as of October 1, 1997.~~

The Superintendent or designee shall not hire or retain in employment, in a certificated or classified position, a person who has been convicted of a violent or serious felony as defined in Penal Code 667.5(c) or 1192.7(c), a controlled substance offense as defined in Education Code 44011, or a sex offense as defined in Education Code 44010. However, the Superintendent or designee shall not deny or terminate employment if: (Education Code 44830.1, 44836, 45122.1, 45123)

- 1. The conviction for a violent or serious felony, controlled substance offense, or sex offense is reversed and the person is acquitted of the offense in a new trial or the charges against the person are dismissed, unless the sex offense for which the conviction is dismissed pursuant to Penal Code 1203.4 involves a victim who was a minor.**
- 2. A person convicted of a violent or serious felony has obtained a certificate of rehabilitation or a pardon.**
- 3. A person who has been convicted of a serious felony, that is not also a violent felony, proves to the sentencing court that he/she has been rehabilitated for purposes of school employment for at least one year.**
- 4. A person who has been convicted of a controlled substance offense is applying for or is employed in a certificated position and has a credential issued by the**

CRIMINAL RECORD CHECK**Commission on Teacher Credentialing.**

5. A person who has been convicted of a controlled substance offense is applying for or is employed in a classified position and has been determined by the Governing Board, from the evidence presented, to have been rehabilitated for at least five years.

A certificated employee may be hired by the district without obtaining a criminal record summary if that employee is employed as a certificated employee in another California school district and became a permanent employee of another California school district as of October 1, 1997. (Education Code 44830.1, 44836)

The Superintendent or designee shall not issue a temporary certificate of clearance to a person whose application for a credential, certificate, or permit is being processed by the Commission on Teacher Credentialing if that person has been convicted of a violent or serious felony, unless the person is otherwise exempt pursuant to Education Code 44332.6 or 44830.1. (Education Code 44332.5, 44332.6)

C. Forms Used and Additional References

Live Scan Request Form

No longer interested notification

~~D. Procedure~~

- ~~1. All new employees for certificated positions, including temporary, substitute and part-time positions shall be required to submit to fingerprint identification testing.~~
- ~~2. The Superintendent or designee shall ensure that no current certificated temporary, substitute or probationary employee serving before March 15 of the employee's second probationary year who has been convicted of a violent or serious felony is retained.~~
- ~~3. When the Governing Board requests a criminal record summary of a temporary, substitute or probationary certificated employee, the district shall send the employee for Livescan processing in accordance with law and have the~~

TUSD Acknowledged: 2/25/03

TUSD Revised:

CRIMINAL RECORD CHECK

~~employee fingerprints forwarded to the Department of Justice.~~

4. ~~Upon notification by the Department of Justice that a current temporary, substitute or probationary employee, serving before March 15 of the employee's second probationary year, has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay.~~

~~When the district receives written electronic notification of the fact of conviction from the Department of Justice, the Superintendent or designee shall immediately terminate the temporary, substitute or probationary employee without regard to any other procedure for termination specified in the Education Code or district procedures, unless that employee has received a certificate of rehabilitation and a pardon.~~

~~If the employee challenges the Department of Justice record and the Department of Justice withdraws in writing its notification, the Superintendent or designee shall immediately reinstate the employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement.~~

5. ~~The Superintendent or designee shall request subsequent arrest service from the Department of Justice as provided under Penal Code 11105.2.~~

6. ~~Before issuing a temporary certificate of clearance to an applicant whose credential is being processed, the San Joaquin County Office of Education (SJCOE), Superintendent or designee shall obtain a criminal record summary from the Department of Justice. The SJCOE, Superintendent or designee shall not issue a temporary certificate of clearance if the applicant has been convicted of a violent or serious felony, unless the applicant has obtained a certificate of rehabilitation and pardon.~~

7. ~~The SJCOE, Superintendent, or designee may issue a temporary certificate of clearance without obtaining a criminal record summary to an employee currently and continuously employed by a district within the county who is serving under a valid credential and has applied for a renewal of that credential or for an additional credential.~~

8. ~~The SJCOE, Superintendent, or designee may issue a temporary certificate of clearance to a person who has been convicted of a serious felony that is not also a violent felony, if that person can prove to the sentencing court of the~~

CRIMINAL RECORD CHECK

~~offense in question, by clear and convincing evidence, that he/she has been rehabilitated for the purposes of school employment for at least one year.~~

D. Pre-Employment Record Check

The Superintendent or designee shall require each person to be employed by the district to submit his/her fingerprints electronically through the Live Scan system so that a criminal record check may be conducted by the Department of Justice (DOJ). The Superintendent or designee shall provide the applicant with a Live Scan request form and a list of nearby Live Scan locations.

When a person is applying for a classified position, the Superintendent or designee shall request that the DOJ also obtain a criminal record check through the Federal Bureau of Investigation whenever the applicant meets one of the following conditions: (Education Code 45125)

1. The applicant has not resided in California for at least one year immediately preceding the application for employment.
2. The applicant has resided in California for more than one year, but less than seven years, and the DOJ has ascertained that the person was convicted of a sex offense where the victim was a minor or a drug offense where an element of the offense is either the distribution to or the use of a controlled substance by a minor.

The Superintendent or designee shall immediately notify the DOJ when an applicant who has submitted his/her fingerprints to the DOJ is not subsequently employed by the district. (Penal Code 11105.2)

~~E. Reports Required~~

None

E. Subsequent Arrest Notification

The Superintendent or designee shall enter into a contract with the DOJ to receive notification of subsequent arrests resulting in conviction of any person whose fingerprints have been submitted to the DOJ. (Education Code 44830.1, 45125;

CRIMINAL RECORD CHECK

Penal Code 11105.2)

Upon telephone or email notification by the DOJ that a current temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year has been convicted of a violent or serious felony, the Superintendent or designee shall immediately place that employee on leave without pay. (Education Code 44830.1, 45122.1)

When the district receives written electronic notification by the DOJ of the fact of conviction, the temporary employee, substitute employee, or probationary employee serving before March 15 of his/her second probationary year shall be terminated automatically unless the employee challenges the DOJ record and the DOJ withdraws its notification in writing. Upon receipt of the written withdrawal of notification by the DOJ, the Superintendent or designee shall immediately reinstate that employee with full restoration of salary and benefits for the period of time from the suspension without pay to the reinstatement if the employee is still employed by the district. (Education Code 44830.1, 45122.1)

The Superintendent or designee shall immediately notify the DOJ whenever a person whose fingerprints are maintained by the DOJ is terminated. (Penal Code 11105.2)

F. Notification of Applicant/Employee

The Superintendent or designee shall expeditiously furnish a copy of any DOJ notification to the applicant or employee to whom it relates if the information is a basis for an adverse employment decision. The copy shall be delivered in person or to the last contact information provided by the applicant or employee. (Penal Code 11105, 11105.2)

~~F, Record Retention~~

~~Upon a hiring determination, the records shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained.~~

~~Upon termination, a No Longer Interested Notification will be sent to the Department of Justice.~~

CRIMINAL RECORD CHECK

G. Maintenance of Records

The Superintendent shall designate at least one custodian of records who shall be responsible for the security, storage, dissemination, and destruction of all Criminal Offender Record Information (CORI) furnished to the district and shall serve as the primary contact for the DOJ for any related issues. (Penal Code 11102.2)

An employee designated as custodian of records shall receive a criminal background check clearance from the DOJ prior to serving in that capacity. (Penal Code 11102.2)

The custodian of records shall sign and return to the DOJ the Employee Statement Form acknowledging his/her understanding of the laws prohibiting misuse of CORI. In addition, the custodian of records shall ensure that any individual with access to CORI has on file a signed Employee Statement Form.

To ensure its confidentiality, CORI shall be accessible only to the custodian of records and shall be kept in a locked file separate from other files. CORI shall be used only for the purpose for which it is requested and its contents shall not be disclosed or reproduced. (Education Code 44830.1, 45125)

Once a hiring determination is made, the applicant's CORI shall be destroyed to the extent that the identity of the individual can no longer be reasonably ascertained. (Education Code 44830.1, 45125; 11 CCR 708)

The Superintendent or designee shall immediately notify the DOJ whenever a designated custodian of records ceases to serve in that capacity. (Penal Code 11102.2)

H. Interagency Agreement

Subject to an interagency agreement with other school districts, the district shall submit and receive CORI on behalf of all participating districts. (Education Code 44830.2, 45125.01)

Upon receipt from the DOJ of a report of conviction of a serious or violent felony, the district shall communicate that fact to participating districts and shall remove

CRIMINAL RECORD CHECK

the affected employee from the common list of persons eligible for employment. (Education Code 44830.2, 45125.01)

In addition, upon receipt from the DOJ of a criminal history record or report of subsequent arrest for any person on a common list of persons eligible for employment, the district shall give notice to the superintendent of any participating district, or the person designated in writing by that superintendent, that the report is available for inspection on a confidential basis by the superintendent or the authorized designee. The report shall be made available at the district office for 30 days following the receipt of the notice. (Education Code 44830.2, 45125.01)

The district shall not release a copy of that information to any participating district or any other person. In addition, the district shall retain or dispose of the information in the manner specified in law and in this administrative regulation after all participating districts have had an opportunity to inspect it in accordance with law. (Education Code 44830.2, 45125.01)

The district shall maintain a record of all persons to whom the information has been shown and shall make this record available to the DOJ. (Education Code 44830.2, 45125.01)

I. Responsible Administrative Unit

Human Resources

J. Approved By

Associate Superintendent for Human Resources

Legal References:**State**

11 CCR 701-708

11 CCR 720-724

11 CCR 994-994.15

Ed. Code 44010

Ed. Code 44011

Ed. Code 44332.44332.6

Ed. Code 44346.1

Ed. Code 44830.1

Ed. Code 44830.2

Ed. Code 44836

Description

Criminal offender record information

Incomplete criminal history information

Certification of individuals who take fingerprint impressions

Sex offense; definitions

Controlled substance offense

Temporary certificate of clearance

Applicants for credential; conviction of a violent or serious felony

Criminal record summary certificated employees

Certificated employees; interagency agreement for sharing criminal record information

Employment of certificated persons convicted of controlled

TUSD Acknowledged: 2/25/03

TUSD Revised:

CRIMINAL RECORD CHECK

Ed. Code 44932	substance offenses
Ed. Code 45122.1	Grounds for dismissal of permanent employees
Ed. Code 45125	Classified employees; conviction of a violent or serious felony
	Use of personal identification cards to ascertain conviction of crime
Ed. Code 45125.01	Interagency agreements for criminal record information
Ed. Code 45125.5	Automated records check
Ed. Code 45126	Duty of Department of Justice to furnish information
Ed. Code 49024	Activity Supervisor Clearance Certificate
Gov. Code 6250-6270	California Public Records Act
Pen. Code 11075-11081	Criminal record dissemination
Pen. Code 11102.2	Maintenance of criminal offender records; custodian of records
Pen. Code 11105	Access to criminal history information
Pen. Code 11105.2	Subsequent arrest notification
Pen. Code 11105.3	Record of conviction involving sex crimes, drug crimes or crimes of violence
Pen. Code 11140-11144	Furnishing of state criminal history information
Pen. Code 1192.7	Plea bargaining limitation
Pen. Code 1203.4	<u>Dismissal of conviction</u>
Pen. Code 13300-13305	Local summary criminal history information
Pen. Code 667.5	Prior prison terms; enhancement of prison terms
Management Resources	Description
Court Decision	Central Valley Chapter of the 7th Step Foundation Inc. v. Evelle J. Younger, (1989) 214 Cal. App. 3d 145
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>Office of the Attorney General, Department of Justice, Background Checks</u>



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 28, 2023
SUBJECT: **Adopt New Board Policy 4119.26, 4219.26 and 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading)**

BACKGROUND: The District continues the process of reviewing, revising and adding board policies and regulations as current laws and requirements change. The new Board Policy 4119.26, 4219.26, 4319.26 is being added as recommended by the California School Boards Association.

RECOMMENDATION: Adopt New Board Policy 4119.26, 4219.26 and 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading).

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

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

TUSD Adopted:

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

2. Being alone with a student outside of the view of others
3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent
4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee
6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business
7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students
8. Addressing a student in an overly familiar manner, such as by using a term of endearment
9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities
10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose
11. Transporting a student in a personal vehicle without prior authorization
12. Encouraging students to confide their personal or family problems and/or relationships
13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

MAINTAINING APPROPRIATE ADULT-STUDENT INTERACTIONS

Legal References:

State

5 CCR 80303

5 CCR 80304

Ed. Code 44030.5

Ed. Code 44050

Ed. Code 44242.5

Ed. Code 44940

Ed. Code 48980

Pen. Code 11164-11174.3

Management Resources

Website

Description

Reports of change in employment status; alleged misconduct

Notice of sexual misconduct

Reporting change in employment status due to alleged misconduct

Employee code of conduct; interaction with students

Reports and review of alleged misconduct

Compulsory leave of absence for certificated persons

Parent/Guardian notifications

Child Abuse and Neglect Reporting Act

DescriptionCSBA District and County Office of Education Legal Services**Cross References****Code**

4218

4118

4117.4

4218

DescriptionDismissal/Suspension/Disciplinary Action

Suspension

Dismissal

Dismissal Suspension and Demotion



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 29, 2023
RE: **Approve Amendment for a Previously Approved Provisional Internship Permit**

BACKGROUND: This amendment corrects a typographical error made on employee name request for a PIP.

RATIONALE: This is intended to correct a typographical error made in a previously approved Provisional Internship Permit Agenda that was presented at the June 27, 2023 meeting.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Amendment for a Previously Approved 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 employ 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. An amendment to the agreement as follow:

Previously approved on June 27th board meeting:
Ciara Evans; McKinley Elementary; Multiple Subject

Amended name:
Ciara Ervin; McKinley Elementary; Multiple Subject

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: July 28, 2023
SUBJECT: Approve Revised Job Description for Coordinator of Financial Services

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure that they accurately reflect current essential functions of the position, district requirements and any Federal or California Department of Education requirements. In addition, the Human Resources Department has established as one of its priorities, to review and revise outdated job descriptions.

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

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

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Coordinator of Financial Services

DEPARTMENT: Financial Services

POSITION SUMMARY: Under the supervision of the Director of Financial Services, the Coordinator of Financial Services assists in the planning, organization and direct activities in the daily operations of the Financial Services Department.

ESSENTIAL FUNCTIONS:

1. Assist with the development, preparation and implementation of District Budgets.
2. Assist with the development, maintenance and reconciliation of District Position Control.
3. Maintain and monitor the budget and accounting functions of Tracy Independent Study Charter.
4. Maintain Facility budgets within appropriate funds, verifies expenditures per approved budgets.
5. Prepares difficult and complex reports **for purposes including, but not limited to, district, county, state and federal reporting requirements.**
6. Assists in analysis and evaluation of categorical funding.
7. Assists in the Maintenance of up to date financial statements, cashflows, and verify transactions.
8. Complete and assist with various financial and budgeting projects.
9. Prepares resolutions, agenda items and documentation required for Board action.
10. Trains district staff in proper use of budgets and budget processes.
11. ~~Selects, orients, supervises and evaluates subordinate personnel.~~ **Assists in the selection, training and evaluation of department personnel.**
12. **Supervises and directs the work of department personnel.**
13. ~~May train and delegate duties to lower level department personnel.~~
14. Maintains regular and prompt attendance in the workplace.
15. Performs other related duties as required.

EDUCATION AND EXPERIENCE: The ability to carry out oral and written directions; read, write and speak at a level sufficient to fulfill the duties to be performed. High school diploma or equivalent, and a minimum of three years of successful experience in education finance and budgeting or equivalent is required. An Associate Degree in Accounting, Business, or related field is desired. Possession of an appropriate and valid California driver's license.

SKILLS AND QUALIFICATIONS:

1. Knowledge of school finance;
2. Knowledge of computerized records management systems and applications;
3. Knowledge of financial statement analysis and projections;
4. Ability to plan and carry out work programs with minimal supervision;
5. Ability to analyze problems, including the implementation of effective solutions;
6. Ability to write, speak, and work effectively with individuals and groups;
7. Ability to maintain cooperative working relationships with those contacted during work (consultants and professional experts as well as all levels of district staff);
8. Ability to generate computer spreadsheets as a management tool.

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Work on computers for extended periods of time.
5. Lift and carry up to 25 lbs. at shoulder height for short distances.

WORK ENVIRONMENT: Employees in this position will be required to work indoors in an office environment.

SALARY: Classified Management Range 23

DAYS OF SERVICE: 225 days

BOARD APPROVED:



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: August 1, 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 employment agency. The permits are issued for one year and service is restricted to that employment 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.

Jonathan Le; West High School; Math
Holly Cuxin; District Wide; Special Education
Elizabeth Perez; District Wide; Special Education
Cyrus Juarez; McKinley Elementary; Multiple Subject
James Morales; District Wide; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____