

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
AUGUST 22, 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: 6:40 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: None.

3.2 Educational Services:
3.2.1 Reinstatements: AR#23-24/#03
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___

3.3 Human Resources:
3.3.1 Consider Unpaid Leave of Absence for Classified Employee #UC-456
Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion___; Second___. Vote: Yes___; No___; Absent___; Abstain ___
3.3.3 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |
| 4. | Adjourn to Open Session | |
| 5. | Call to Order and Pledge of Allegiance | |

6. Closed Session Issues:

6a Report Out of Action Taken on Reinstatements: AR#23-24/#03

3.2.1

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

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

3.3.1 Employee #UC-456

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

7. Approve Regular Minutes of August 8, 2023

1-5

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

8. Student Representative Reports:

8.1 Kimball High: Harleen Kaur; **Alternative Education:** Jeffery Moss; **West High:** Noah Watkins, Kaelyn Garcia; **Tracy High:** Olivia Orcutt

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

9.1 Recognize Lauren Silcox for Being Named Tracy's Distinguished Young Woman 2024

9.2 South West Park

10. Information & Discussion Items: An opportunity to present information or reports concerning items that maybe considered by Trustees at a future meeting. None.

10.1 Administrative & Business Services: None

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

12. PUBLIC HEARING: 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 **6-7**
Which Meet the Criteria for Placement on the Consent Agenda

13.1.2 Accept the Generous Donations from the Various Individuals, **8-9**
Businesses, and School Site Parent Teacher Associations Listed Herein
with Thanks and Appreciation from the Staff and Students of the Tracy
Unified School District

13.1.3 Accept and Review the Status of School Connected **10-11**
Organization/Booster Club Applications Submitted for the 2023/24
School Year

13.2 Educational Services:

- | | | |
|----------------|--|--------------|
| 13.2.1 | Approve Out of State STEM Conference, Solution Tree Mathematics in a PLC at Work Summit, in Las Vegas, Nevada, for one Monte Vista Administrator and seven Monte Vista teachers for December 11-13, 2023 | 12 |
| 13.2.2 | Approve Purchase for SCUTA for Poet-Christian School, North School and Art Freiler School to provide License for the 2023-2024 School Year | 13-16 |
| 13.2.3 | Updated Teacher Data Tables for all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2021-22 School Year | 17 |
| 13.2.4 | Revised 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 | 18 |
| 13.2.5 | Ratify Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluation (IEE) for the 2023-2024 School Year | 19-22 |
| 13.2.6 | Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2023 - 2024 School Year | 23-28 |
| 13.2.7 | Approve Agreement for Special Contract Services with Inspired Life School Assemblies for The Forward BMX Show at Louis Bohn School for the 2023 - 2024 School Year | 29-34 |
| 13.2.8 | Approve Agreement for Special Contract Services with Soul Shoppe at Louis Bohn School for the 2023 - 2024 School Year | 35-50 |
| 13.2.9 | 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 | 51-54 |
| 13.2.10 | Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for Tutoring for the 2023-2024 School Year | 55-58 |
| 13.2.11 | Approve Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for the 2023-2024 School Year | 59-63 |
| 13.2.12 | Approve Agreement for Special Contract Services Top Youth Speakers at Williams Middle School for the 2023-2024 School Year | 64-68 |

13.3 Human Resources:

- | | | |
|---------------|--|--------------|
| 13.3.1 | Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment | 69-70 |
| 13.3.2 | Approve Classified, Certificated, and/or Management Employment | 71-73 |

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: None.

14.2 Educational Services: None.

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, August 8, 2023**

- 6:15 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, J. Silcox
Trustee MacDonald resigned as of 7/25/23, therefore there are only 6 members currently on the board.
Staff: R. Pecot, M. Bunch, T. Salinas, J. Stocking, S. Smith; Absent: T. Jalique
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Action Taken on Reinstatements: Reinstatements: AR#23-24/#01,
3.2.1 AR#23/24/#02
Action: Fagin, Hawkins. **Vote:** Yes-6; No-0; Absent-0
6b Report Out of Action Taken on Approve Funding for Parent
3.2.2 Reimbursement and Attorney's Fee Per Confidential Settlement
Agreement
Action: **Vote:** Yes-6; No-0; Absent-0
- Minutes:** 7. Approve Regular Minutes of June 27, 2023.
Action: Fagin, Hawkins **Vote:** Yes-6; No-0; Absent-0
- Audience:** Ramona Soto, Jacqui Nott, Marji Baumann, Susan Hawkins, Debra Schneider, Kaleigh Felisberto, Jason Noll, Tony Quintana, Donna Ensor, Bob Browne, Chris Munger, Zach Boswell, Mary Petty, Audra Munoz
- Student Rep Reports:** 8.1 None.
- Recognition & Presentations:** 9.1 North Elementary School
Susan Hawkins, Principal of North School and Audra Munoz, Assistant Principal, created a video of their first days back to school. They are honored to work at North School and were excited to welcome parents to their first Lions Days. Student registration took place, parents had the opportunity to sign up for the Boys and Girls Club and learn of support resources available to them and take pictures with their very own "Leo the Lion". At the district by back day held at Kimball High School they learned new strategies, and teachers had opportunities to collaborate, discuss, and have hands on trainings and experiences. Staff were able to get together with other school sites to learn more about PLC. North's vision for the year is 'North School is All In!'. Leo the Lion welcomed students and parents on the first day of

school. Parents were welcomed to the backstage and participated in the pledge of the allegiance. Students are engaged and off to a great start; they have many things to look forward to this year.

**Information &
Discussion Items:**

10.1 None.

**Hearing of
Delegations**

11. Jacqui Nott, Principal of Bohn School, along with Principals Ramona Soto, Susan Hawkins, and Marji Baumann, were present to represent principles that attended the NAESP conference this summer. They wanted to thank the board for the opportunity. They felt, in comparison to other districts across the country, TUSD is doing a pretty good job. During the conference, they were able to connect, and team build with each other, discuss topics, and get to know each other better. and they are continuing to do so.

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: Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-0
- 13.1 **Administrative & Business Services:**
- 13.1.1 Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.2 Approve Entertainment, Assembly, Service, Business and Food Vendors
- 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
- 13.1.4 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year
- 13.2 **Educational Services:**
- 13.2.1 Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2023-2024 School Year
- 13.2.2 Approve Agreement for Special Contract Services with Chest of Hope for the 2023-2024 School Year
- 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
- 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
- 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
- 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
 - 13.2.7 Approve Contract Service Agreement with School Psychology Group, Inc. for Independent Educational Evaluations (IEEs)
 - 13.2.8 Approve Master Contract (MC) for Non-Public School East Valley Education Center for the 2023-2024 School Year (Separate Cover)
 - 13.2.9 Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending July 15, 2023
 - 13.2.10 Ratify Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for (7) Pyramid Certified Classrooms
 - 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
 - 13.2.12 Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for 2023-2024
 - 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
 - 13.2.14 Approve Memorandum of Understanding for the Library Speakers Consortium's BookBreak Program for the 2023-24 Academic Year
 - 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
 - 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
 - 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
 - 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
 - 13.2.19 Approve Contract Service Agreement with Excel Interpreting LLC for the 2023-2024 School Year
 - 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
 - 13.2.21 Approve Master Contract for Sierra Vista Child & Family Services (Kirk Baucher) NPS for the 2023-2024 School Year (Separate Cover)
 - 13.2.22 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2023-2024 School Year

- 13.2.23 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
- 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
- 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
- 13.2.26 Approve Agreement for Contract Services between SCUTA and Williams Middle School to Provide License for the 2023-2024 School Year
- 13.2.27 Approve Agreement for Contract Services between Sow A Seed Community Foundation and Williams Middle School for the 2023-2024 School Year
- 13.2.28 Ratify Agreement for Contract Services with 360 Degree Customer, Inc. for the 2023-2024 School Year
- 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
- 13.2.30 Approve the ASIR Visual Marketing MOU for the Tracy Unified School District
- 13.3 Human Resources:**
 - 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
 - 13.3.2 Approve Classified, Certificated and/or Management Employment
 - 13.3.3 Approve Agreement for 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
 - 13.3.4 Approve Paid Student Internship Agreement with Humphreys University
 - 13.3.5 Approve Paid Student Internship Agreement with Pacific Oaks College
 - 13.3.6 Approve Unpaid Student Teaching Agreement with Pacific Oaks College
 - 13.3.7 Approve Paid Student Internship Agreement with UMass Global (Separate Cover)

Action Items:

- 14.1 Administrative & Business Services:**
 - 14.1.1 Consider Claim 623725
Action: Silcox, Fagin **Vote:** Yes-6; No-0; Absent-0
 - 14.1.2 Consider Claim 624565
Action: Hawkins, Silcox **Vote:** Yes-6; No-0; Absent-0
- 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)
Action: Item pulled. No vote taken.

- 14.3.2 Adopt Revised Board Policy 4020 Drug and Alcohol-Free Workplace (First Reading)
Action: Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-0
- 14.3.3 Acknowledge Revised Administrative Regulation 4112.5, 4212.5 and 4312.5 and Abolish Administrative Regulation 4112.62, 4212.62 and 4312.62 (Second Reading)
Action: Fagin, Silcox **Vote:** Yes-6; No-0; Absent-0
- 14.3.4 Adopt New Board Policy 4119.26, 4219.26 and 4319.26 Maintaining Appropriate Adult-Student Interactions (First Reading)
Action: Hawkins, Fagin **Vote:** Yes-6; No-0; Absent-0
- 14.3.5 Approve Amendment for a Previously Approved Provisional Internship Permit
Action: Fagin, Silcox **Vote:** Yes-6; No-0; Absent-0
- 14.3.6 Approve Revised Job Description for Coordinator of Financial Services
Action: Silcox, Fagin **Vote:** Yes-6; No-0; Absent-0
- 14.3.7 Approve a Declaration for a Provisional Internship Permit
Action: Silcox, Hawkins **Vote:** Yes-6; No-0; Absent-0

Board Reports:

Trustee Hoffert thanked everyone for coming out and wished staff, students, and classified employees the best of luck this school year. Trustee Fagin thanked North School for their presentation, he felt it was very nicely done. He wished all a great school year. Trustee Alexander also thanked everyone for coming out and wished everyone a happy school year. Trustee Hawkins thanked Jason Noll and the rest of the staff that provided lunch for the teachers. They did a great job! Congratulations to the staff for getting through the first day back to school with the internet down. Trustee Silcox passed. Trustee Abercrombie also thanked Mr. Noll, it was great seeing the staff. He also thanked cabinet for helping serve. It was a great time. He is glad the school year got off to a good start, we survived without internet because TUSD is tough!

Superintendent Report:

Dr. Pecot expressed we will have a great school year because we are a great community, with great employees, great students, and great parents. He thanked Mr. Noll for the idea to have the luncheon and pulling it off successfully. For the first day of school, we did more than just get through it, there was a really positive ~~vibe~~ at all the schools. He gave a special thank you to Mrs. Baumann, Principal of Villalovoz for navigating the construction and last-minute preparations. Thank you to bs dept that worked so hard to get the school ready to go on time. We are off to a great start and will have a great school year.

Adjourn: 7:27 P.M.

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: August 11, 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 22 , 2023
SUMMARY OF SERVICES

A.	Vendor:	M.C.Kimball and Associates
	Sites:	District Wide
	Item:	Purchase Order
	Services:	Developing situational awareness and de-escalation training (in-person) delivered on August 01, 2023, for up to 130 participants.
	Cost:	\$15,665.00
	Project Funding:	General Funding/Compliance



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 Sisk Financial Service for the value of \$400.00. This donation will go to the Journalism club. The donation consists of two leather desk chairs and one desk to be used by teacher and news anchor. Four stationary chairs to be used for guests.

Art Freiler School:

1. Tracy Unified School District/Art Freiler School: From The Blackbaud Giving Fund/PG&E for two checks totalling the amount of \$504.00 (ck# 1110229344 & 1110226548). This donation will go towards a new marquee.

North Elementary:

1. Tracy Unified School District/North Elementary: From DonorsChoose.org for the total value of \$512.02. Optical gaming mouse were donated for in class for Clever, Zern and district work.

Kimball High School:

2. Tracy Unified School District/Kimball High School: From Kimball High Athletic Booster Club for the total amount of \$2742.75 (check # 6033). This donation will be used towards fee for Varsity Football bus to their LA game in September.

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: August 9, 2023
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2023/24 School Year**

BACKGROUND: The District recognizes the importance of having parent support/booster clubs that enhance and assist in furthering the educational opportunities of students. Community support organizations (CSO's) such as Parent Teacher Clubs, Parent Teacher Associations, Athletics Boosters, Band Boosters, Advisory Groups, and any other organizations approved by the Board, promote, encourage, and support the approved academic, co-curricular, and extracurricular activities of the district. The attached document reflects the current status of active School Connected Organizations for the current year. Those groups approved by prior Board Action are indicated as *Approved*. Those being submitted for current approval are indicated as *Recommended for Approval*. Those groups that have indicated an interest in approval, but have not yet met all approval requirements, are indicated as *Pending*. In addition to the status of *Approved*, *Recommended for Approval*, and *Pending*, each organization is marked as being either *Current* or *Revoked*. *Current* means the organization has submitted a current reconciled bank statement within the past two months and all other documentation is adequate. *Revoked* means the organization has failed to submit a current reconciled bank statement within the past two months, other documentation is inadequate, or some other condition exists for which additional compliance steps are required.

RATIONALE: Acceptance of this item indicates endorsement by the School Board of the current status of each recognized School Connected Organization or Booster Club in order to meet the District's strategic goal: strategic goal #5 – Continuously improve fiscal, facilities and operational processes.

FUNDING: There are no financial obligations associated with this agenda however sites and departments of the District may incur responsibilities and costs associated with donations made through the (CSO's) fundraising endeavors.

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

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



2023/2024 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Approved</i>	<i>Current</i>
Bohn Parent Teacher Organization	<i>Recommended for approval</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly Parent Alliance	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Assoc.	<i>Approved</i>	<i>Current</i>
Kimball High School Athletic Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Kimball High School Music Booster Club	<i>Approved</i>	<i>Current</i>
Kimball High Jaguar Theatre Booster Club	<i>Recommended for approval</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>Approved</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>
West High 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: August 9, 2023
SUBJECT: Approve Out of State STEM Conference, Solution Tree Mathematics in a PLC at Work Summit, in Las Vegas, Nevada, for one Monte Vista Administrator and seven Monte Vista teachers for December 11-13, 2023

BACKGROUND: Solution Tree has provided, and continues to provide, excellent professional development for Monte Vista staff. This math conference lines up with the TUSD focus of rigor and the promotion of PLC work throughout the district.

RATIONALE: As students change, our teaching methodology must change. With the intense focus on STEM in Tracy Unified, this conference will assist us in delivering rigorous STEM lessons, especially in Mathematics. Solution Tree mathematics experts will share research – affirmed and proven classroom instructional strategies. This workshop will assist us in erasing inequities in student learning, inspire relevant and meaningful math teaching and learning, and implement effective homework, assessment, and grading practices.

FUNDING: This conference is to be paid with District STEM funds and Site Title 1 Funding. The conference will not exceed \$24,000.

RECOMMENDATION: Approve Out of State STEM Conference, Solution Tree Mathematics in a PLC at Work Summit, in Las Vegas, Nevada, for one Monte Vista Administrator and seven Monte Vista teachers for December 11-13, 2023.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 3, 2023
SUBJECT: **Approve Purchase for SCUTA for Poet-Christian School, North School and Art Freiler School to provide License for the 2023-2024 School Year**

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

RATIONALE: SCUTA is a web-based counselor application used to develop a data-driven, evidenced based school counseling program. SCUTA follows the ASCA (American School Counseling Association) national model recommendations and offers confidential, comprehensive documentation and use of time analysis system. The SCUTA application will be used by 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 \$420.00 for Poet-Christian School, the cost, not to exceed \$425.00 for North School and total cost not to exceed \$250.00 for Art Freiler, will be paid from A-G Improvement Grant.

RECOMMENDATION: Approve Purchase for SCUTA for Poet-Christian School, North School and Art Freiler School to Provide License for the 2023-2024 School Year.

Prepared by: Albert Strong, Poet-Christian School Principal.

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

Attn : Jaskaran Batther
GLADYS POET-CHRISTIAN ELEMENTARY
School Counselor
jbatther@tusd.net
(209) 830-3325
Thursday, 3rd August 2023

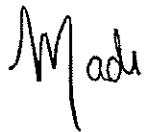
Thank you for the opportunity to quote SCUTA. Your Quote# may also be used to expedite your purchase.

Quote

Licensing Period: 8/3/23 - 8/1/24.	Quantity	Annual Cost	Total
SCUTA Pro	0	\$175	\$0.00
SCUTA Max (Reg. \$225)	1	\$250	\$250.00
+ Outlook	1	\$95	\$95.00
+ Google Calendar	0	\$75	\$0.00
+ Appointments	0	\$75	\$0.00
+ ISCA Model 2.0	0	\$50	\$0.00
+ RAMP	0	\$100	\$0.00
+ Survey	1	\$50	\$75.00
Total Amount			\$420.00
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
Total Amount Due			\$420.00

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
Download our W9: zLabs-SCUTA-W9

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

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

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

Attn : Jazmin Sioxson
ART FREILER
School Counselor
jsioxson@tusd.net
(209) 740-2700

Wednesday, 9th August 2023

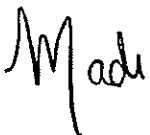
Thank you for the opportunity to quote SCUTA. Your Quote# may also be used to expedite your purchase.

Quote

Licensing Period: 8/9/23 - 8/1/24	Quantity	Annual Cost	Total
SCUTA Pro	0	\$175	\$0.00
SCUTA Max (Reg. \$225)	1	\$250	\$250.00
+ 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	0	\$100	\$0.00
+ Survey	0	\$50	\$0.00
Total Amount			\$250.00
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
Total Amount Due			\$250.00

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)

zLabs
1500 Colesville Road,
Bethlehem, PA 18015
1-833-887-2882

Attn : Jessica Almaraz
TRACY JOINT UNIFIED
jalmaraz@tusd.net
Jessica Almaraz

Friday, 9th June 2023

Dear Jessica Almaraz,

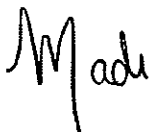
Thank you for the opportunity to quote SCUTA. SCUTA is a modern, secure, web based application with an annual per user license. SCUTA has quickly become the leading advocacy tool for school counseling programs. It is the solution of choice for managing school counseling programs, documenting effectiveness, monitoring alignment with the ASCA National Model, analyzing use of time data and preparation for RAMP applications.

Quote

Licensing Period: 8/1/23 - 8/1/24	Need	Annual Cost	Total
SCUTA Pro	0	\$175	\$0.00
SCUTA Max	1	\$250	\$250.00
+ Outlook	0	\$95	\$0.00
+ Google Calendar	0	\$75	\$0.00
+ Appointments		\$75	\$0.00
+ ISCA Model 2.0	0	\$75	\$0.00
+ RAMP	1	\$100	\$100.00
+ Survey	1	\$75	\$75.00
Total Amount			\$425.00
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
Total Amount Due			\$425.00

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

Download our W9: zLabs-SCUTA-W9

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: August 3, 2023
SUBJECT: Updated Teacher Data Tables for all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2021-22 School Year

BACKGROUND: Since November 1988, state law has required that schools receiving state funding to prepare and distribute a SARC. A similar requirement is also contained in the federal Elementary and Secondary Education Act (ESEA). Although there is great variation in the design of School Accountability Report Cards, they generally begin with a profile that provides background information about the school and its students. The profile usually summarizes the school's mission, goals, and accomplishments. State law requires that the SARC contain all the following: Demographic data, school safety, climate for learning information, academic data, school completion rates, class sizes, teacher and staff information, curriculum and instruction descriptions, postsecondary preparation information, fiscal and expenditure data. CDE finally released the Teaching Assignment Monitoring files for this year on July 28, 2023, so our SARC's will have the updated data and text provided by our district. Teacher data tables (i.e., Table 6-Teacher Preparation and Placement, Table 7-Teachers Without Credentials and Misassignments, Table 8-Credentialed Teachers Assigned Out-of-Field, and Table 9-Class Assignments) was uploaded electronically to Tracy Unified District's website on August 3, 2023.

RATIONALE: The purpose of the School Accountability Report Card is to provide parents and the community with important information about each school. A School Accountability Report Card can be an effective way for a school to report on its progress in achieving goals. The public may also use a School Accountability Report Card to evaluate and compare schools on a variety of indicators. School Accountability Report Cards must be updated annually and published by February 1. SARCS are posted on school websites, CDE and a hard copy can be requested at school sites. This meets Tracy Unified School District goal #3. Goal 3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and students.

FUNDING: No cost.

RECOMMENDATION: Updated Teacher Data Tables for all Tracy Unified School District School Accountability Report Cards (SARCs) for the 2021-22 School Year.

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



EDUCATIONAL SERVICES MEMORANDUM

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

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

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

FUNDING: Lodging and transportation costs will total approximately \$11,618.45, to be paid by the Kimball High Athletic Booster Club (\$9,974.94) and by ASB (\$1,643.51). All funding was raised through fundraising, concessions, and gate receipts.

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 11, 2023
SUBJECT: Ratify Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluation (IEE) for the 2023-2024 School Year

BACKGROUND: Board approval is requested to contract with Educational Professionals of Central California, LLC. The District's Special Education administration would like to contract with Educational Professionals of Central California, LLC to provide services as part of the individualized education plan (IEP). Approval at this time is necessary pursuant to individual student needs as indicated in student IEPs.

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

FUNDING: Expenses for the 2023-2024 regular school year and related services will not exceed \$18,000.00. 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 Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluation (IEE) 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 Educational Professionals of Central California, LCC, 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: Independent Education Evaluations (IEE's)
will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the student who was evaluated. The IEE will include a psycho-educational assessment. 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 30 () ☒ **HOURS** [] **DAYS**, under the terms of this agreement at the following location the assessors location.

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

- a. District shall pay \$6,500.00 per [] **HOUR** [] **DAY** ☒ **FLAT RATE**, not to exceed a total of \$18,000.00. 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 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:

Contractor Signature

Title

IRS Identification Number

Title

Address

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: August 2, 2023
SUBJECT: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2023 - 2024 School Year

BACKGROUND: The Artist-in-Residence Program is provided by the San Joaquin County Office of Education. The program will provide artists who will work with students Kindergarten through fifth grade for four sessions. Students will learn basic art concepts and carry out various art projects.

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

FUNDING: This contract will be paid with Title 1 Funding. The Villalovoz Elementary School contract for this MOU will not exceed \$4,968 to be paid from Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Residence Program at Villalovoz Elementary School for the 2023 - 2024 School Year.

Prepared by: Marji Baumann, Principal, Villalovoz Elementary School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Artist in Residence COE, 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: Artist in Residence is to offer art lessons once a week for 4 weeks to 18 classrooms at Villalovoz Elementary

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 72 () | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location Villalovoz Elementary School.

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

- a. District shall pay \$ 4.968 per | | HOUR | | DAY | ☒ | FLAT RATE, not to exceed a total of \$ 4.968. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a ☒ MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Wanewtz
Contractor Signature

Title

68-0006282
IRS Identification Number

Division Director of Operation
Title

2922 Transworld Drive
Address

Stockton, CA 95206

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



MEMORANDUM OF UNDERSTANDING
(Villalovoz/Ingrid, Tamar, Dani, Linda)

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

I. CONSULTANT AND/OR SERVICE DEFINED

This Agreement calls for **Villalovoz Elementary** to:

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

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

II. TERM OF AGREEMENT

Services by SJCOE will begin: **September 14, 2023 and will continue on the following dates. See quote.**

Number of classes: **18 Classrooms, 4-week sessions**

Staff Contact at site: **Marji Baumann 209-830-3331 mbaumann@tUSD.net**

Artist Contact: **Ingrid 858-8694 czingc68@gmail.com**
Tamar 485-2888 tamarvefet.art@gmail.com
Dani 483-9136 danivalles123@gmail.com
Linda 914-5309 brownftf@yahoo.com

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

III. COMPENSATION

In consideration of the services provided, **Villalovoz Elementary** will pay SJCOE the sum of **\$4,968.00.**

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

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

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

IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION

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

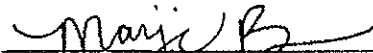


SAN JOAQUIN COUNTY OFFICE OF EDUCATION
Troy A. Brown, Ed.D., County Superintendent of Schools

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

V. EXTENSION OF TERM

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

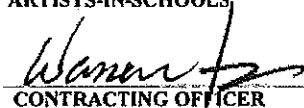

Villaloboz Elementary School
1550 Cypress Dr., Tracy, CA 95376

7/28/23

Date


SANDRA WENDELL, COORDINATOR
ARTISTS-IN-SCHOOLS

7/28/23
Date


CONTRACTING OFFICER
SAN JOAQUIN COUNTY OFFICE OF EDUCATION

7/31/23
Date

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 21, 2023
SUBJECT: Approve Agreement for Special Contract Services with Inspired Life School Assemblies for The Forward BMX Show at Louis Bohn School for the 2023 - 2024 School Year

BACKGROUND: The Forward BMX show is a BMX performance assembly that can take place inside or outside of the school site. The assembly will take place on April 12, 2024, at 9:00 A.M to about 9:45. This show was created by two professional riders who wanted to make a bigger impact on their communities. The show is a professional assembly that encourages a growth mindset. They use themselves as an example to inspire building new skills and learning to apply them. They discuss the importance of perseverance, positivity, goal setting, and working hard to achieve those goals.

RATIONALE: This is an extended learning opportunity that supplements the learning standards of the curriculum. The projected outcome is that students can use their current understanding in the extended learning opportunities to further their academic and social-emotional learning. We hope that the assembly will inspire students to dream, make goals, persevere, and achieve those goals they set. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: This contract is to be paid with Title 1 Funding. Bohn School contract will not exceed \$2,485.00 from Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Inspired Life School Assemblies for The Forward BMX show at Louis Bohn School for the 2023 - 2024 School Year.

Prepared by: Hannah Green, Assistant Principal, Louis Bohn 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 Inspired Life School Assemblies, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 1 BMX school assembly on April 12, 2024 at 9:00 AM.
The Assembly will run for 35-45 minutes. You will provide standard box jump and pro audio booth-2 professional BMX bike riders.
BMX team members will arrive approximately at 8:00 A.M. and take down equipment up to 45 minutes after event.

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 1/2 () **[X] HOURS** [] **DAYS**, under the terms of this agreement at the following location Louis A. Bohn Elementary School.

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

- a. District shall pay \$ 2,485.00 per [] **HOURLY** [] **DAY** **[X] FLAT RATE**, not to exceed a total of \$ 2,485.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] **SHALL** **[X] SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [] **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 April 12, 2024, and shall terminate on April 12, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature _____ Title _____

IRS Identification Number _____

Title _____

Address _____

Tracy Unified School District _____

Date _____

Account Number to be Charged _____

Department/Site Approval _____

Budget Approval _____

Date Approved by the Board _____

Performance agreement for **The Forward BMX Show**

PRESENTER: Inspired Life School Assemblies / 377 Richardson Rd. SE #8, Calhoun GA 30701 / Phone: (706) 247-6076 / Email: office@forwardbmx.show / Website: www.ForwardBMX.show

School:

Louis A. Bohn Elementary
350 E. Mt Diablo Ave
Tracy CA 95376

Contact: Stephanie Olsen
Email: solsen@tusd.net
Phone: 209-814-3187

PRESENTATION INFORMATION:

(1) Original School Assembly
1 BMX School Assembly - April 12th, 2024 @ 9:00am
Assembly run-time: 35 - 45 minutes
Standard Box Jump and Pro Audio Booth - 2 Professional BMX Riders

BMX team arrival: approximately one hour prior to the event. Set-up time: approximately 45- 60 minutes. Tear down time: approximately 45 minutes.

FEE FOR PRESENTATION: \$2,485.00

Payment shall be made in full, or for the agreed deposit amount within a reasonable time period upon the receipt of your school's invoice.

SPECIFIED DEPOSIT: \$1,242.50

NOTE: Deposit is subtracted from FEE FOR PRESENTATION with any remaining balance due on the day of the presentation.

*If your school needs payment accommodations other than what we have specified, just let us know. Purchase Orders for the full amount are accepted.

****See invoice for further payment instructions: Invoice # 0004475

TERMS OF CONTRACT:

1. This contract serves as a commitment on behalf of the school to book the PRESENTER for the date(s) and event(s) described under PRESENTATION INFORMATION and to provide accommodations to facilitate the presentation.
2. If the presentation is postponed/rescheduled less than 48hrs prior to the event, The Forward BMX Show is compensated 50% of the fee listed under FEE FOR PRESENTATION or amount equal to the SPECIFIED DEPOSIT to cover travel costs and talent acquisition for the date specified under PRESENTATION INFORMATION.

*****Adverse weather conditions can impact rider safety. Any event postponements; including for rain, high winds (20mph+), temperatures below 40 degrees F, or Covid19 issues; will be rescheduled on the soonest available date of the same school year, if possible, and the following school year if necessary.*****

Please return this contract via email as soon as possible. Thanks!

Representative Signature
Bohn Elementary

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 24, 2023
SUBJECT: Approve Agreement for Special Contract Services with Soul Shoppe at Louis Bohn School for the 2023 - 2024 School Year

BACKGROUND: The mission of Soul Shoppe is to create safe learning environments that bring forth a culture of compassion, connection, and curiosity—eliminating bullying at the roots. Their innovative, interactive, and highly effective programs give the entire school community an experience of empathy, transforming not only our behaviors, but the very ways we see each other. Soul Shoppe programs support kids by giving conflict resolution tools that allow them to support each other as allies. They have reached more than 525,000 students. This Soul Shoppe-inspired paradigm shift creates a sustained climate of safety. The fun, easily integrated trainings allow students and staff to embody what they've learned on a daily basis, from one interaction to the next.

RATIONALE: This is an extended learning opportunity that supplements the learning standards of the curriculum. The projected outcome is that students can use their current understanding in the extended learning opportunities to further their academic and social-emotional learning. We hope this Soul Shoppe experience supports our students in their journey to be empathic, safe, and compassionate people now and as they grow. This supports Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers.

FUNDING: This contract is to be paid with Title 1 Funding. Bohn School contract will not exceed \$7,800.00 from Title 1 funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Soul Shoppe Programs at Louis Bohn School for the 2023 - 2024 School Year.

Prepared by: Jacqui Nott, Principal, Louis Bohn 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 Soul Shoppe Programs, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide 3 Free to Be assemblies and additional content such as courses, videos, follow up activities, and resources via an online learning platform. Assembly dates are October 24, 2023, January 9, 2024, and March 19, 2024. The Free to Be program is designed to build a culture of compassion, connection, and curiosity. Bohn will receive from Soul Shoppe an entire school experience of empathy, transforming not only our behaviors, but the very way we see each other.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn Elementary School.

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

- a. District shall pay \$7,800 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$7,800. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 23, 2023, and shall terminate on May 31, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

Soul Shoppe Programs



2023-2024

Bohn Elementary School Agreement



This Agreement is entered into by and between SOUL SHOPPE PROGRAMS ("SOUL SHOPPE") and Bohn Elementary ("SCHOOL") (collectively "the Parties") for the 2023-24 school year ("Period"). SCHOOL is contracting with SOUL SHOPPE to receive access to certain education products through SOUL SHOPPE's in-person training and/or Online Learning Platform. The Online Learning Platform may include digital courses, Livestream Lessons, videos, questions, quizzes, worksheets, follow up activities, and the like.

I. LIST OF SERVICES & RATES

SOUL SHOPPE agrees to provide the following services at the following rates:

♥ PEACE PACKAGES

Peace Path Practice Package	<input type="checkbox"/> \$2,500
Peacemaker Trainer Certification	<input type="checkbox"/> \$6,000
Peacemakers Unite!	<input type="checkbox"/> \$3,000

♥ STUDENT PROGRAMS

<i>All digital courses include the HUB (value of \$1500)</i>	Digital Course Only	Digital Course with virtual livestream lessons	Digital Course with on site lessons	Digital Course with on site lessons and on site class visits
Tools of the Heart	<input type="checkbox"/> \$4,350	<input type="checkbox"/> \$7,750 4 lessons	<input type="checkbox"/> \$8,900 4 lessons	<input type="checkbox"/> \$15,250 4 lessons + 4 visits
Free to Be	<input type="checkbox"/> \$4,350	<input type="checkbox"/> \$6,600 3 lessons	<input checked="" type="checkbox"/> \$7,800 3 lessons	<input type="checkbox"/> \$12,000 3 lessons + 3 visits
Respect Differences	<input type="checkbox"/> \$2,495	<input type="checkbox"/> \$5,020 2 lessons	<input type="checkbox"/> \$6,500 2 lessons	<input type="checkbox"/> \$8,900 2 lessons + 2 visits



♥ PARENT WORKSHOPS

Parenting Reset (5 parts)	<input type="checkbox"/> \$1750
Decolonizing Parenting for Beginners (4 parts)	<input type="checkbox"/> \$1500
Building Safe and Sacred Containers at Home (4 parts)	<input type="checkbox"/> \$1500
Get Off That Phone (3 parts)	<input type="checkbox"/> \$1250
Classroom Culture (1 part)	<input type="checkbox"/> \$750
How to Stay Calm When Your Kid Is Not (1 part)	<input type="checkbox"/> \$750

♥ TEACHER WORKSHOPS

Soaring to Success (2 parts)	<input type="checkbox"/> \$1500
Individual Staff Training	<input type="checkbox"/> \$750
Individual Classified Staff Training	<input type="checkbox"/> \$750

♥ OTHER SERVICES

<input type="checkbox"/>	
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TOTAL ESTIMATED FEE FOR SERVICES: \$7,800



II. TERMS OF AGREEMENT

A. Definitions:

1. **Services** means those services provided by SOUL SHOPPE to SCHOOL as set forth in Section II, above.
2. **Period** refers to SCHOOL's 2023 to 2024 school year, the duration in which SOUL SHOPPE will provide Services.
3. **Online Learning Platform** refers to the platform through which SOUL SHOPPE will deliver its Services and includes on-demand content such as courses, videos, questions, quizzes, worksheets, follow up activities, resources, and the like.
4. **Synchronous Lessons** refers to those lessons SOUL SHOPPE delivers as Livestream Lessons via Zoom or other compatible real-time video conferencing application requested by SCHOOL and Onsite Lessons delivered in person.
5. **Licensed Material** refers to the SOUL SHOPPE product and Services specified in this Agreement, including in Section II above, materials delivered via SOUL SHOPPE's Online Learning Platform, Livestream Lessons, video, audio, and other content, curriculum, documentation, and software.
6. **Confidential Information** means all non-public information including Personally Identifiable Information ("PII") as defined by Applicable Law, disclosed by a party ("Discloser") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure ("Confidential Information"). SOUL SHOPPE's Confidential Information includes, without limitation, the Services, its user interface design and layout, pricing information, and the Licensed Material.

Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser; (ii) was known to the Recipient before its disclosure by the Discloser without breach of any obligation owed to the Discloser; (iii) is received from a third party without breach of any obligation owed to Discloser; or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but will provide Discloser with advance written notice to seek a protective order.
7. **SOUL SHOPPE Property** means the Online Learning Platform, Licensed Material, content, documentation, software, workflow processes, user interface, designs, know how and other items provided by SOUL SHOPPE as part of Services or in response to SCHOOL's requests for customized content. All rights, titles and interests in and to such items, including all associated intellectual property rights, remain only with SOUL SHOPPE. SOUL SHOPPE reserves all rights unless expressly granted in this Agreement.



B. License: SOUL SHOPPE grants SCHOOL a limited, non-exclusive, non-transferable license, without sublicense rights, to access and use Licensed Material during the Period.

C. Online Lessons: SCHOOL understands that SOUL SHOPPE will deliver its Services virtually through its Online Learning Platform and via Zoom. SCHOOL acknowledges that SOUL SHOPPE's responsibility is only to deliver the contracted Services in Section II above. Accordingly, it is SCHOOL's responsibility to provide all other resources, materials, products, or services required by SCHOOL. SCHOOL shall ensure that students are adequately equipped to access SOUL SHOPPE's virtual content.

1. Technology Requirements: SOUL SHOPPE's Online Learning Platform is built using the Thinkific platform. A device (desktop, laptop, tablet, mobile phone) with access to the internet is required. The following web browsers are supported:

Desktop (the last two versions): Chrome, Firefox, Safari, Microsoft
Edge Mobile: iOS Safari - 11 and up, Chrome, Samsung Internet

Note that SOUL SHOPPE does not support Internet Explorer.

D. Online Learning Platform Access: SOUL SHOPPE provides course access through Clever, or alternatively, will provide SCHOOL an onboarding packet that contains links to the Online Learning Platform and instructions for how to gain access to the course. SCHOOL will distribute access information to their teachers and students. SOUL SHOPPE recommends that each teacher user and student user have a unique account to access the Online Learning Platform. Accounts are set up using an email address. One week lead time is required for course access.

E. Rescheduling or Cancellations for Synchronous Lessons: SOUL SHOPPE budgets its year based on contracts such as this Agreement. However, SOUL SHOPPE also recognizes that unexpected situations arise and schedule changes are sometimes necessary. Accordingly, the Parties agree to address the rescheduling of Synchronous Lessons as follows:

1. Good Faith Collaboration: SOUL SHOPPE is committed to being in partnership with SCHOOL to support Synchronous Lesson delivery and will make every reasonable effort to fulfill the agreed upon Services, including scheduling substitute facilitators when possible. In return, SCHOOL agrees to collaborate in good faith and make every reasonable effort to ensure Synchronous Lessons are delivered in the sequence and time that coincides with the intention of the course. The following policies have been created to ensure robust and supportive communication and fulfillment of contracted Services:

a. 24 hours' notice: SOUL SHOPPE commits resources to fulfill the agreed upon services contracted with schools. If a school needs to cancel a Synchronous Lesson, it **must be canceled with at least 24 hours' advance notice** or SOUL SHOPPE will bill the school or district for the full price of the Synchronous Lesson. If SCHOOL cancels a Synchronous Lesson **with at least 24 hours' advance notice**, SOUL SHOPPE will work with SCHOOL to reschedule the lesson.



- b. **Attempts at re-scheduling:** If SCHOOL cancels a Synchronous Lesson, SOUL SHOPPE will attempt to reschedule the lesson. However, if SOUL SHOPPE attempts to contact the school **at least 3 times** to reschedule, and the school does not communicate with SOUL SHOPPE, SOUL SHOPPE will bill the full price of the Synchronous Lesson to the school. If SCHOOL responds that it no longer wants the lesson delivered, the Parties will cooperate to reach a mutually agreeable solution appropriate to the circumstances. If a mutually agreeable solution cannot be reached, SCHOOL remains responsible for paying for the Synchronous Lesson.
- c. **Synchronous Lesson canceled by SOUL SHOPPE:** If SOUL SHOPPE must cancel a Synchronous Lesson, SOUL SHOPPE and SCHOOL will work in good faith to reschedule the lesson. However, if rescheduling is not feasible, SOUL SHOPPE will not invoice SCHOOL for that lesson.

F. Data and Data Security:

1. **SCHOOL Data and Student User Data:** All data and materials uploaded or entered by SCHOOL, including user information and user records, remain the property of SCHOOL ("SCHOOL Data"). All user-generated content and personally identifiable information about any users ("User Data") shall remain the property of the User, or of the parent or legal guardian of the User. SCHOOL represents and warrants that it has appropriate rights to any SCHOOL Data and User Data. SCHOOL grants SOUL SHOPPE the right to use the SCHOOL Data and User Data solely for purposes of performing under this Agreement. Users (or parents or legal guardians of the User), retain ownership and control of all User Data that is provided or accessed through SOUL SHOPPE's course, and ownership of such User Data never passes to SOUL SHOPPE. During the term of this Agreement, SCHOOL may export SCHOOL Data and User Data to the extent allowed by the functionality within SOUL SHOPPE's Services. For training and demonstration purposes, SOUL SHOPPE may use and share SCHOOL Data and User Data, but will share only with supervisors, instructors and other SCHOOL employees who have appropriate authorization.
2. **SCHOOL Responsibilities:** SCHOOL must (i) keep its passwords secure and confidential; (ii) be solely responsible for SCHOOL Data and all activity in its account; (iii) use commercially reasonable efforts to prevent unauthorized access to its account and notify SOUL SHOPPE promptly of any such unauthorized access; and (iv) use the SOUL SHOPPE's Services only as contemplated by this Agreement. SCHOOL authorizes its integrators or other third-party vendors and SOUL SHOPPE to conduct initial setup and to allow continued access to SCHOOL Data for the sole benefit of SCHOOL. SCHOOL may provide SOUL SHOPPE the name and contact information for all third parties authorized by SCHOOL, or necessary for SCHOOL to use the Services. SCHOOL is solely responsible for ensuring compliance by its authorized integrators or other third-party vendor(s) with all federal, state and local privacy laws and regulations.

G. FERPA, and Privacy: SOUL SHOPPE will comply with, and will cause each of its employees, agents, and contractors to comply with, all state, federal, and municipal laws and regulations applicable to its performance under this Agreement ("Applicable Law"), including without limitation the Family Educational Rights and Privacy Act ("FERPA"), and



relevant state law regarding the confidentiality and handling of student records, including but not limited to California Education Code sections 49073 and sequential.

1. **"School Official":** If SCHOOL is a public entity receiving federal Title I funds, SCHOOL represents that SOUL SHOPPE is a "School Official" with a "legitimate educational interest" under the definitions of those terms set forth in the SCHOOL's FERPA notification(s) to students and parents during the term of this Agreement. SOUL SHOPPE agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA. SCHOOL recognizes and agrees that for purposes of all Applicable Laws, SOUL SHOPPE has a legitimate educational interest for purposes of SCHOOL disclosing to SOUL SHOPPE students' education records. Regardless of whether SCHOOL is a public entity receiving federal Title I funds, to the extent permitted by Applicable Law SOUL SHOPPE or its affiliates may provide SCHOOL with confidential information (as designated by SOUL SHOPPE) required by SCHOOL in writing for its internal use or reporting to regulatory authorities. SCHOOL agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to maintain the confidentiality of such confidential information.
2. **Notice to Parents:** SCHOOL is responsible for providing notice of its own privacy policy to parents of its students and for obtaining any necessary parental consents for students to use SOUL SHOPPE's Online Learning Platform as may be required by Applicable Law. SCHOOL may use "Introduction to Online Learning" and "Introduction to Livestream Lessons" to provide notice to parents about SOUL SHOPPE's Services.
3. **Student Data Access Transfer/Access Requests:** To the extent SCHOOL requests that SOUL SHOPPE provide access or transfer to any SCHOOL employee or third party contractor with access to student Personally Identifiable Information, SCHOOL is responsible for ensuring that such a request is compliant with applicable SCHOOL's policies and procedures, local, state, or federal law, and for informing SOUL SHOPPE of any restrictions SOUL SHOPPE must follow in complying with such a request. SCHOOL shall hold SOUL SHOPPE harmless and indemnify SOUL SHOPPE pursuant to the Paragraph U of this Agreement.

H. Fingerprinting/Criminal Records Check of SOUL SHOPPE Employees (applies only to Onsite Services): SOUL SHOPPE complies with the provisions of California Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. To the extent Education Code §45125.1 is applicable, SOUL SHOPPE shall not permit any employee to have any contact with pupils until such time as SOUL SHOPPE has verified in writing that such employee has not been convicted of a felony.

I. Mutual Confidentiality: Each party agrees to use the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. Each Recipient of Confidential



Information must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this Agreement. This clause survives the termination of this Agreement.

J. Restrictions on SOUL SHOPPE Property: SCHOOL may not (i) sell, resell, rent or lease the access to Services or use it in a service provider capacity; (ii) interfere with or disrupt the integrity or performance of Services or attempt to gain unauthorized access to Services or its related systems or networks; (iii) use Services for other than internal SCHOOL educational purposes; (iv) reproduce, frame, mirror, modify, translate, enhance, decompile, disassemble, copy, download or reverse engineer Services or modify, create derivative works based on Services; or (v) access Services to build a competitive service or product, or copy any feature, function or graphic for competitive purposes. This clause survives the termination of this Agreement.

K. No Unauthorized Recording or Reproduction: All content delivered by SOUL SHOPPE as part of its Services is the property of SOUL SHOPPE and SCHOOL shall not at any time record, reproduce, or copy such content without SOUL SHOPPE's express written authorization.

L. Compensation: SCHOOL agrees to compensate SOUL SHOPPE for Services delivered during the 2023-24 school year at the rates set forth above in Section II. The total compensation to SOUL SHOPPE shall not exceed \$7,800, except as otherwise agreed to by the Parties. SCHOOL shall be responsible for any and all expenses incurred in association with the performance of Services.

M. Form and Timing of Payments: SCHOOL shall make payments via check, credit card or Electronic Funds Transfer to SOUL SHOPPE. Credit card payments are subject to a three percent (3%) service fee. Payment for Services are due within ten (10) days after both Parties have signed this Agreement and prior to the commencement of delivery of Services.

N. Late Fees: Any invoice not paid within 60 days of billing is subject to a two percent (2%) monthly interest charge. SOUL SHOPPE reserves the right to use any and all means of collection available under Applicable Law to collect any amount past due.

O. Payments, Correspondence, and Notices: All payments, correspondence, and notices to SOUL SHOPPE shall be delivered to SOUL SHOPPE as follows:

SOUL SHOPPE PROGRAMS
111 FAIRMOUNT AVENUE, SUITE 503
OAKLAND, CA 94611
PHONE: (510) 338-3231
FAX: (510) 338-3234
SUPPORT@SOULSHOPPE.ORG

P. Termination of Contract: This Agreement may only be terminated before its expiration as follows: a) by written consent of both Parties; or b) by the non-breaching party if either party materially breaches the contract and fails to cure the breach within 30 days following written notification of such breach from the other party.



1. Upon termination of this Agreement by either party for any reason, each party shall promptly (no later than 30 days after the effective date of termination) return to the other all Confidential Information, property, or material in any form, whether digital, electronic, audio, hardcopy, or otherwise and shall not retain copies of any such Confidential Information, property, or material unless expressly permitted by this Agreement or required by Applicable Law.
2. SCHOOL's access to SOUL SHOPPE's Online Learning Platform and contracted for Services shall be discontinued.
3. SCHOOL shall pay SOUL SHOPPE all amounts due upon either the earlier of their invoiced due dates or thirty (30) days after the effective date of termination.

Q. SCHOOL Liaison: SCHOOL will designate an individual to serve as its primary liaison to SOUL SHOPPE for all communications related to SOUL SHOPPE's provision of Services.

R. Conflict Resolution and Communication: If problems arise with delivery or quality of Services, the Parties agree to communicate immediately so such problems can be handled expediently. The Parties further agree to communicate honestly and openly with the intent of resolving any and all issues to the best of their ability.

S. Limitation of Liability: SOUL SHOPPE is not liable for any indirect, special, incidental or consequential damages arising out of or related to this Agreement (including, without limitation, costs of delay, loss of data, records, or information). SCHOOL further agrees that SOUL SHOPPE's total liability arising out of or related to this Agreement, whether in contract, tort, or otherwise does not exceed the amount paid by SCHOOL within the 12-month period before the event giving rise to the liability.

T. SCHOOL's Exclusive Remedy and SOUL SHOPPE's Sole Liability for Intellectual Property Infringement Claims: SOUL SHOPPE will defend or settle any third party claim against SCHOOL to the extent that such claim alleges that SOUL SHOPPE technology used to provide Services violates a copyright, patent, trademark or other intellectual property right. SCHOOL must promptly notify SOUL SHOPPE of any such claim in writing, cooperate with SOUL SHOPPE in the defense, and allow SOUL SHOPPE solely to control the defense or settlement of the claim. If such a claim appears likely, then SOUL SHOPPE may modify Services, procure the necessary rights, or replace the infringing part of Services with a functional equivalent. If SOUL SHOPPE determines that none of these are reasonably available, then SOUL SHOPPE may terminate Services and refund any prepaid and unused fees. SOUL SHOPPE has no obligation for any claim, in whole or in part, arising from information, items or technology not provided by SOUL SHOPPE or for any third party services not owned by SOUL SHOPPE.

U. Indemnity: To the extent permitted under Applicable Law, each party will defend, indemnify and hold harmless the other party from and against any third party claims, injuries, losses, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys' fees) that arise from or relate to (i) the indemnifying party's negligence, misconduct or breach of this Agreement; and (ii) an indemnifying party's violation of Applicable Law.



- V. Disclaimer of Warranties:** SOUL SHOPPE provides its services "AS IS" and makes no warranties, express or implied, including any implied warranty of fitness for a particular purpose and noninfringement with respect to the Online Learning Platform and the materials. SOUL SHOPPE does not warrant that access to the Online Learning Platform will be uninterrupted or that the Online Learning Platform or the materials are error-free. Some states do not allow the disclaimer of all warranties, and you may have other rights that vary depending on your state.
- W. Non-discrimination:** The Parties agree that they will not illegally discriminate against any person in violation of local, state and federal laws, including but not limited to Title 2, Title 7, and Title 9.
- X. Compliance with Laws, Policies, Regulations, Procedures, and Rules:** The Parties agree to comply with all local, state, and federal laws and regulations, and each of the Parties respective policies, procedures, and rules. Each party agrees to make available to the other its policies, procedures, and rules applicable to this Agreement.
- Y. Governing Law, Jurisdiction, and Venue:** The laws of the State of California govern this Agreement. Any action to enforce the rights, duties and obligations of the Parties shall be brought and maintained in state and federal courts in Alameda County, California and both parties hereby submit to the jurisdiction of such courts.
- Z. Enforceability:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, the Parties intend that such provision be modified to make it enforceable to the maximum extent permitted by law. If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- AA. No Assignment:** Neither party may assign or transfer this Agreement to a third- party without the consent of the other party, except that this Agreement may be transferred to a third-party without consent of the other party as part of a merger or sale of all or substantially all the assets of a party.
- BB. No Third Party Rights:** This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third-party, including a relationship in the nature of a third party beneficiary or fiduciary.
- CC. Attorneys' Fees and Costs:** If either party files any action or brings any proceedings against the other arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to its costs of suit and damages, reasonable attorneys' fees to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover its costs of suit as awarded by a court of competent jurisdiction, whether or not suit proceeds to final judgment. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to its costs or attorneys' fees.



- DD. Waiver:** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- EE. Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for failure to pay fees) if the delay or failure to perform is due to unforeseen events which occur after the signing of this Agreement and which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure of internet services, failure or diminishment of power of telecommunications or data network services, or refusal of a license by a government agency of the same or any other term, covenant, or condition herein contained.
- FF. Headings and Captions:** The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.
- GG. Entire Agreement of Parties:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both parties.
- HH. Counterparts:** This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For all purposes a signature by fax, digital, or electronic means shall be treated as an original.



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

NAME OF SCHOOL ENTERING INTO AGREEMENT: Bohn Elementary

Authorized Signer

Printed Name & Role

Date

SOUL SHOPPE PROGRAMS:

Vicki Abadesco!, Executive Director

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 22, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2023-2024 School Year

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

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student/family population and have proven success impacting student lives. F.A.C.E.S. will facilitate monthly workshops throughout the 2023/2024 school year to encourage parents to understand and participate in school activities and to provide information that will support relationships with the school, home, and community. They will provide workshops that will assist in student success while overcoming academic challenges. 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 and Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$10,000.00 and will be paid for through CSI funds.

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

Prepared by: Mrs. Susan E. Hawkins, North Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Falth 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: F.A.C.E.S. will provide monthly workshops for parents/guardians of students who attend North School.

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 \$10,000.00 () [] HOURS [] DAYS, under the terms of this agreement at the following location North School.

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

- a. District shall pay \$ 10,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 10,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 23, 2023, and shall terminate on May 31, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:


Contractor Signature
83-0818579
IRS Identification Number
CEO
Title
401 E Main Street
Address
Stockton, CA 95262

CEO
Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 21, 2023
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for Tutoring for the 2023-2024 School Year

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

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily, for the 2023-2024 school year. They will provide tutoring, mentorship, behavior support, restorative practices, and counseling for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: The cost, not to exceed \$120,000.00 will be paid for through CSI (Comprehensive Support and Improvement) Funds.

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

Prepared by: Mrs. Susan E. Hawkins, North Elementary School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide an academic tutor/behaviorist 7 hours per day to assist and support academic achievement in the classroom.
The academic tutor/behaviorist will provide tutoring, restorative practices, behavior support, positive development of academic skills and confidence.

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

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

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

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

4. The terms of the agreement shall commence on August 23, 2023, and shall terminate on May 31, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:



Contractor Signature

83-0818579

IRS Identification Number

CEO

Title

401 E Main Street

Address

Stockton, CA 95262

7/26/2023

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: August 1, 2023
SUBJECT: **Approve Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for the 2023-2024 School Year**

BACKGROUND: Historically, the Tracy Unified School District has offered the Student Teen Educational Parenting Support (STEPS) Program, in which teen parents could continue to pursue a high school education while supporting a child. In addition to providing educational support and parenting education, the STEPS Program also provided an infant and toddler childcare program to these teen parents. This allowed the teen parents to be able to focus on earning a high school diploma without having to worry about the excessive costs of safe and adequate infant and toddler childcare. Since the elimination of the STEPS Program, due to budget cuts, the need for safe and adequate childcare remains. CAPC currently has Infant and Toddler Child Care Programs on two TUSD school campuses – North and McKinley, and would like to continue the expanded partnership on the Stein/Duncan Russell campus, and while the district does currently sponsor two Gran and State-funded preschools, these programs have age criteria and requirements – student must be four or five years old to participate. The CAPC Child Care Program will reserve spaces for the children of TUSD teen parents, while also enrolling children from the community. This partnership agreement fills both District and Community needs by providing childcare to our teen parents so they can successfully graduate with a high school diploma, as well as servicing the community need for adequate infant and toddler-aged childcare at little or no cost.

RATIONALE: The CAPC Infant and Toddler Program will run a full-day childcare and preschool program for children from age 0 to 36 months, filling a need in our District and Community. It will allow TUSD teen parents to earn a high school diploma, thus increasing our District graduation rate. Most of the children enrolled from the Community will eventually attend Tracy Unified schools, and this will give more children the opportunity to participate in early childhood education programs at an earlier age, thus preparing them for a much more successful education experience. This partnership agreement meets District Goals # 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There will be no cost to the District. State Grant Funds obtained by CAPC fund the program.

RECOMMENDATION: Approve Agreement with the Child Abuse Prevention Council of San Joaquin (CAPC) to Provide Infant and Child Care Services on the Stein/Duncan Russell Campus for the 2023-2024 School Year.

Prepared by: Mrs. Traci L Mitchell, Stein High, and Duncan Russell Community Day School Principal.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Child Abuse Prevention, 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 CAPC Infant and Toddler Program will run a full-day child care for children from ages 0 to 36 months. The program will serve up to eight infants and toddlers. Enrollment preference will be given to the children of TUSD teen parents, while also enrolling children from the community. The hours of operation will be 7:30am - 5:30pm. CAPC agrees to reimburse overtime costs incurred for the days CAPC is operating and custodial is not contracted to work.

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 235 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Stein High School.

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

- a. District shall pay \$ -0- per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ -0-. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ -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 8/1/2023, and shall terminate on 7/31/2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:


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

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

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

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

AGREED:

 E.D.
Contractor Signature Title

94-2497046
IRS Identification Number

Executive Director
Title

127 N. Sutter St
Address

Stockton CA 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: July 25, 2023
SUBJECT: Approve Agreement for Special Contract Services Top Youth Speakers at Williams Middle School for the 2023-2024 School Year

BACKGROUND: Top Youth Speakers provides a network of motivational speakers to inspire the next generation and provides a money-back satisfaction guarantee. Dr. Laymon Hicks speaks to students about overcoming struggles with bullying, peer pressure, and overcoming obstacles to achieve their goals. Learning outcomes include resilience, stronger relationships, sustaining motivation, accepting oneself and others, taking responsibility for one's actions, and increasing performance in and out of the classroom.

RATIONALE: Dr. Laymon Hicks from Top Youth Speakers will perform three assemblies on the school site on October 19, 2023, to our 6th-8th grade students during the school day. The central theme of these assemblies is to address our school's diversity and to promote kindness, compassion, and inclusion. This supports the SPSA Strategic Goal #2: Provide a safe and equitable learning environment.

FUNDING: The cost, not to exceed \$4,400.00, will be funded by Williams' Title 1 account.

RECOMMENDATION: Approve Agreement for Special Contract Services Top Youth Speakers at Williams Middle School for the 2023-2024 School Year.

Prepared by: Jenny Hoffman, Assistant 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 Josh Shipp Productions LLC dba Top Youth Speakers, 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: Dr. Laymon Hicks will provide (3) 60 minute prese
person at Williams Middle School on 10/19/2023 on diversity, equity, inclusion, and perseveran

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

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

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

- a. District shall pay \$4400.00 per [] HOUR [] DAY ☒ FLAT RATE, not to exceed a total of \$4400. 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 \$NA 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 10/19/2023, and shall terminate on 10/19/23.

5. This agreement may be terminated at any time during the term by either party upon 7 _____ 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, Jenny Hoffman, at (209) 830-3345 x5476 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
27-2351992

IRS Identification Number
Administrator

Title
PO Box 852, Morgan Hill CA 95038

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

TYS SPEAKERS®

INVOICE

ORGANIZATION: Williams Middle School- Tracy Unified School District 1600 Tennis Ln, Tracy, CA,
95376, United States

SPEAKER: Dr. Laymon Hicks, TYS On-Demand

EVENT: October 19, 2023

AGENT: Cristina Biggs

INVOICE: 696664

DUE: \$ 4,400.00 USD

DESCRIPTION:

(3) 60 minute student presentations In-Person	
	TOTAL: \$ 4,400.00 USD

Issue check or purchase order to:
TOP YOUTH SPEAKERS
PO Box 852
Morgan Hill, CA 95038

Federal Tax ID: 27-2351992

[click here to download our W9 tax form](#)

[click here to pay online with a wire transfer or credit card](#)

- Accepted payment methods: check, purchase order, wire transfer, or credit card.
- Payment by wire transfer or credit card will include a service fee.
- Speaker Fee must be paid without deduction or withholding of any kind.

Thank you kindly 🙏



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 9, 2023
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees.

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Green, Hannah Teacher	North	06/30/2023	Resigned to accept Assistant Principal Position at BES/VES
Villa, Linda Teacher	McKinley	08/04/2023	Resignation

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Allee, Robert	THS	5/26/23	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Wallis, Olga Food Service Worker	THS	8/4/2023	Personal

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anand, Ruchika School Supervision Assistant	SWP	5/27/2023	Personal
Anderson, Christopher Utility Person II	MOT	8/8/2023	Personal
Armer, Christina Special Education Para Educator	FES	8/4/2023	Personal
Arribeno, Martha School Supervision Assistant	BES	8/15/2023	Personal
Contawe, Janelle School Supervision Assistant	MVMS	5/20/2023	Personal
Fracolli, Stephanie IEP Para Educator	THS	8/3/2023	Accepted Position
Maestre Terrazas, Mercadies Special Education Para Educator	Stein	8/4/2023	Personal
Martinez, Octavio Irrigation/Grounds/Bus/Custodian	MOT	8/11/2023	Personal
Perez, Nereida Elementary School Secretary	SWP	7/30/2023	Accepted Position
Rodriguez, Jessica Special Education Para Educator	THS	8/5/2023	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: August 9, 2023
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Green, Hannah

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Villalovoz/Bohn Elementary
Assistant Principal
LME 51, Step A - \$115,021.00
Fund: General

BACKGROUND:

Eash, Elizabeth

CERTIFICATED

McKinley Elementary School
3rd grade (Replacement)
"B", Class IV, Step 1 - \$61,015.00
Fund: General

Hsu, Franklin

Stein Continuation High School
Physical Science (Replacement)
"B", Class VI, Step 23 - \$118,922.00
Fund: General

Ramirez, Jennifer

Jacobson Elementary School
4th Grade (Replacement)
"A", Class I, Step 1 - \$55,689.92
Fund: General

Rege, Shilpa

Villalovoz Elementary School
Kindergarten (Replacement)
"A" Class I, Step 1 - \$56,323.00
Fund: General

Soares, Cherisse

South/West Park
Kindergarten (Replacement)
"A", Class I, Step 1 - \$57,905.00
Fund: General

Wilson, Trishana

Kimball High School
Spanish (Replacement)
"A". Class I, Step 1 - \$57,272.00
Fund: General

BACKGROUND:

Aguilar, Crystal

Special Education Para Educator (Replacement)
McKinley Elementary School
Range 27, Step E - \$22.53 per hour
Fund: Special Education

Alvarez, Vanessa

Clerk Typist II (Replacement)
District Office
Range 27, Step C - \$20.53 per hour
Fund: LCAP

Carbajal, Dyanna

Special Education Para Educator (Replacement)
Villalovoz Elementary School
Range 27, Step D - \$21.49 per hour
Fund: Special Education - Idea Bas Grant

Dokku, Sarada

Food Service Technician (Replacement)
Art Freiler School
Range 25, Step E - \$21.49 per hour
Fund: Child Nutrition – School Program

Dorn, Claudia

Special Education Para Educator (New)
Central Elementary School
Range 27, Step A - \$18.72 per hour
Fund: Special Education

Fracolli, Stephanie

Special Education Para Educator (Replacement)
Tracy High School
Range 27, Step C - \$20.53 per hour
Fund: Special Education

Gonzalez, Denise

Clerk Typist I (Replacement)
Williams Middle School
Range 23, Step D - \$19.55 per hour
Fund: General

Gurusami, Sharmila

Special Education Para Educator (New)
Kelly School
Range 27, Step B - \$19.55 per hour
Fund: Special Education

Guzman, Liliana	School Supervision Assistant (Replacement) Central Elementary School Range 21, Step A - \$16.29 per hour Fund: General
Perez, Nereida	Personnel Technician for Classified/Certificated (Replacement) District Office Range LMH 13, Step D - \$36.57 per hour Fund: General
Quintanilla, Naomi	Budget Clerk (Replacement) South/West Park Elementary School Range 28, Step C - \$20.99 per hour Fund: General
Richard, Mary Dorin	Special Education Para Educator (New) Jacobson Elementary School Range 27, Step A - \$18.72 per hour Fund: Special Education
Suarez, Angie	Special Education Para Educator (New) Jacobson Elementary School Range 27, Step C - \$20.53 per hour Fund: Special Education
Suarez Herrera, Maria Fernanda	Bilingual Para Educator I (Replacement) South/West Park Elementary School Range 24, Step B - \$18.25 per hour Fund: Child Care & Dev. – Gain Market Survey

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 9, 2023
SUBJECT: Acknowledge New Board Policy 4119.26, 4219.26 and 4319.26 Maintaining Appropriate Adult-Student Interactions (Second 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: Acknowledge New Board Policy 4119.26, 4219.26 and 4319.26 Maintaining Appropriate Adult-Student Interactions (Second 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. Rob Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: August 9, 2023
SUBJECT: Acknowledge Revisions to Board Policy 4020 Drug and Alcohol-Free Workplace
(Second 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: Acknowledge Revisions to Board Policy 4020 Drug and Alcohol-Free Workplace (Second 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 AND ALCOHOL-FREE WORKPLACE**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.~~

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.~~

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

DRUG AND ALCOHOL-FREE WORKPLACE

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**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. § 801 812 *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 it~~ **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

DRUG AND ALCOHOL-FREE WORKPLACE

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. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: August 14, 2023
RE: Approve a Variable Term Waiver for Administrative Services

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

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

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services.

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

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

DECLARATION

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

Adrien Faamausili; Special Education; Program Specialist

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: August 3, 2023
RE: Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

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

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

FUNDING: None.

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

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

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

DECLARATION

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

Holly Cuxin; District Wide; Special Education
Cameron Abdollahzadeh; North School; Math

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: August 3, 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.

Bonnie Edwards; Villalovoz Elementary; Special Education

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____