

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 25, 2024

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

AGENDA

- | | | |
|-----------|--|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, 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/#27, AR#23-24/#28, AR#23-24/#29
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __ | |
| | 3.2.2 Early Graduation: WHS#10326235
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Consider Non-renewal of Coach Contract for Employee #UCL- 495
Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __ | |
| | 3.3.2 Consider Paid and Unpaid Leave of Absence for Classified Employee #UCL-496
Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __ | |
| | 3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957
Action: Motion__ ; Second__ . Vote: Yes__ ; No__ ; Absent__ ; Abstain __ | |
| | 3.3.4 Conference with Labor Negotiators
Government Code §54957.6
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/#27, AR#23-24/#28,

3.2.1 AR#23-24/#29

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

6b Report Out of Action Taken on Early Graduation: WHS#10326235

3.2.2

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

6c Report Out of Action Taken on Consider Non-renewal of Coach Contract for

3.3.1 Employee #UCL- 495

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

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

3.3.2 Classified Employee #UCL-496

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

7. Approve Regular Minutes of June 11, 2024

1-6

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

8. Student Representative Reports: None.

9. Recognition & Presentations: An opportunity to honor students, employees and community members for outstanding achievement: None.

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

10.1 Administrative & Business Services:

10.1.1 TeamCivX Presentation of Bond Survey Results

10.2 Educational Services:

10.2.1 Receive Report on State Indicators

7-24

10.2.2 Receive Report on Tracy Charter School State Indicators

25-40

10.2.3 Receive Report on TUSD Coaching and Athletics

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:

12.1 Business Services: None.

12.2 Education Services: None.

12.3 Human Resources:

12.3.1 Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) **41**

- 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 received by Tracy Unified.

13.1 Administrative & Business Services:

- 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **42-44**
- 13.1.2** Approve Entertainment, Assembly, Service, Business and Food Vendors **45**
- 13.1.3** Approve Accounts Payable Warrants (May 2024) (Separate Cover) **46**
- 13.1.4** Approve Payroll Reports (May 2024) **47-51**
- 13.1.5** Approve Revolving Cash Fund Reports (May 2024) **52-54**
- 13.1.6** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year **55-56**

13.2 Educational Services:

- 13.2.1** Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for the 2024-2025 School Year **57-60**
- 13.2.2** Approve Master Contract (MC) for Creative Alternatives, NPS for the 2024-2025 School Year (Separate Cover) **61**
- 13.2.3** Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for the 2024-2025 School Year **62-63**
- 13.2.4** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover) **64**
- 13.2.5** Approve Price Quote for Subscription Fees with ELLevation Education for the 2024-2025 and 2025-2026 School Year **65-67**
- 13.2.6** Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Behaviorist Services in the 2024-2025 School Year **68-71**
- 13.2.7** Approve Contract Service Agreement with Faith in Action Community Education Services (F.A.C.E.S.) for Mental Health Counselors, Board Certified Behavior Analyst (BCBA), Registered Behavior Technician (RBT), Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Certified Occupational Therapist Assistant (COTA), Academic Tutors for the 2024-2025 School Year **72-75**
- 13.2.8** Approve the Annual District Title III Plan for the 2023-2024 School Year **76-84**
- 13.2.9** Approve Agreement for Special Contract Services with the California History Social Studies Project at UC Davis to provide Ethnic Studies Training for Teachers during the 2024-2025 School Year **85-98**
- 13.2.10** Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School during the 2024-2025 School Year **99-104**

- 13.2.11 Approve Agreement for Monte Vista Sixth Grade Students and Supervisors to attend Science Camp at Exploring New Horizons Camp October 28, 2024 to October 31, 2024 105-117
- 13.2.12 Approve Agreement for Contract Services between FACES and Monte Vista Middle School for the 2024-2025 School Year 118-121
- 13.2.13 Approve Agreement for Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2024-2025 School Year 122-129
- 13.2.14 Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Monte Vista Middle School during the 2024-2025 School Year 130-135
- 13.2.15 Approve Agreement for Contract Services between the Boys & Girls Club of Tracy and North School for the 2024-2025 School Year 136-139
- 13.2.16 Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development for 7th and 8th Grade Math Teachers During the 2024-2025 School Year 140-148
- 13.2.17 Approve Out of State Travel for the Director of Student Services, Coordinator of Prevention Services, Community Family Services Advisor and two Parent Liaisons to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in Orlando, Florida, November 16-19, 2024 149-150
- 13.2.18 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and George & Evelyn Stein High School for Behaviorist Services in the 2024-2025 School Year 151-155
- 13.2.19 Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School for the 2024-2025 School Year 156-159
- 13.2.20 Approve Agreement for Contract Services for Suicide Awareness and Prevention between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2024-2025 School Year 160-163
- 13.2.21 Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2024-2025 School Year 164-167
- 13.2.22 Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) Parent Café Program for the 2024-2025 School Year 168-171
- 13.2.23 Approve Agreement for Contract Services between San Joaquin Pride Center and Freiler, Kelly, Monte Vista, North, Poet, Williams, Kimball High, Tracy High, Stein Continuation and West High School during the 2024-2025 School Year 172-175
- 13.2.24 Approve Out of State Travel for Two Educational Services Staff to attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, Illinois, November 12-14, 2024 176-178
- 13.2.25 Approve Agreement for Contract Services between Thriving YOUiversity and George and Evelyn Stein High School for the 2024-2025 School Year 179-183

13.2.26	Approve Agreement for Special Contract Services with ATX Learning to Provide Credentialed Special Education Teachers, School Psychologists, Registered Behavior Technicians, Occupational Therapists, Certified Occupational Therapist Assistants, Speech & Language Pathologists, and Speech & Language Pathologist Assistants for the 2024-2025 School Year	184-187
13.2.27	Approve Agreement for Special Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing to Provide Staffing Services for the 2024-2025 School Year (Separate Cover)	188
13.2.28	Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2024-2025 School Year	189-192
13.2.29	Approve Agreement for Contract Services between Community Medical Centers and Hirsch, Jacobson, Kimball High, McKinley, South/West Park Elementary, Duncan Russell, Stein Continuation High and Tracy High for the 2024-2025 School Year	193-197
13.2.30	Approve Agreement for Contract Services between Valley Community Counseling and Bohn, Central, Freiler, Kelly, North, Poet, Villalovoz, Williams and West High for the 2024-2025 School Year	198-201
13.2.31	Approve Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 School Year	202-205
13.2.32	Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2024-2025 School Year	206-209
13.2.33	Approve Master Contract for Non-Public School Anova Center for Education for the 2024-2025 School Year (Separate Cover)	210
13.2.34	Approve Master Contract for Non-Public School Bay Area Education Institute dba Bayhill High School for the 2024-2025 School Year (Separate Cover)	211
13.2.35	Approve Master Contract for East Valley Education Center, NPS for the 2024-2025 School Year (Separate Cover)	212
13.2.36	Approve Master Contract for Non-Public School Hanna Academy for the 2024-2025 School Year (Separate Cover)	213
13.2.37	Approve Master Contract for Point Quest Education, NPS for the 2024-2025 School Year (Separate Cover)	214
13.2.38	Approve Master Contract for Specialized Education of California Operating the Sierra School of San Joaquin, NPS for the 2024-2025 School Year (Separate Cover)	215
13.2.39	Approve Agreement for Contract Services between TUSD and Hatching Results for the 2024-25 School Year	216-222
13.2.40	Approve Master Contract (MC) for Sierra Vista Child & Family Services, NPS for the 2024-2025 School Year (Separate Cover)	223
13.2.41	Approve Master Contract for Summa Academy, NPS for the 2024-2025 School Year (Separate Cover)	224
13.2.42	Ratify Master Contract for Non-Public School Hanna Academy for the 2023-2024 Extended School Year	225
13.2.43	Approve Agreement with The Center for Model Schools, a Division of Houghton Mifflin Harcourt to Provide PD for District Administrators, Site Administrators and Teachers in the 2024-2025 School Year	226-231

13.2.44	Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during the 2024-2025 School Year	232-237
13.2.45	Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2024-2025 School Year	238-246
13.2.46	Approve Out of State Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year	247-248
13.2.47	Approve Overnight Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year	249-250
13.2.48	Approve All Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year	251-257
13.2.49	Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) for a Behaviorist and West High School during the 2024-2025 School Year	258-262
13.2.50	Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) and West High School during the 2024-2025 School Year	263-266
13.2.51	Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Merrill F. West High School during the 2024-2025 School Year	267-272
13.2.52	Approve Out of State Travel for West High School Agriculture Program to attend The National FFA Convention in Indianapolis, IN October 23-27, 2024	273-274
13.2.53	Approve Overnight Travel for the 2024-2025 School Year for the West High Agriculture Staff Chaperons and Students	275-276
13.2.54	Approve Travel for West High Agriculture Advisors and Students to attend FFA functions for the 2024-2025 School Year	277-290
13.2.55	Approve Agreement for Contract Services between Faith in Action Community Education Services and Williams Middle School for the 2024-2025 School Year	291-295
13.2.56	Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2024	296-297

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	298-300
13.3.2	Approve Classified, Certificated, and/or Management Employment	301-302
13.3.3	Approve the Classified and Certificated Calendar Listings for 2024 – 2025 School Year	303-305
13.3.4	Approve Student Teacher and Counseling Experience with University of San Francisco	306-312

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

14.1 Administrative & Business Services:

14.1.1	Approve the Purchase of Rational Ovens for the Kimball High Kitchen	313
Action:	Motion ___; Second ___ . Vote: Yes ___; No ___; Absent ___; Abstain ___.	

14.1.2	Adopt Resolution No. 23-18 Ordering an Election in School Facilities Improvement District No. 3 to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with other Elections Occurring on November 5, 2024	314-333
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.3	Approve the Local Control Accountability Plan (LCAP) (Separate Cover)	334-335
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.4	Approve the Tracy Charter School Local Control Accountability Plan (LCAP) (Separate Cover)	336-337
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.5	Adopt the 2024-25 Annual School District Budget (Separate Cover)	338-340
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.1.6	Adopt Resolution No. 23-19 Committed Fund Balance	341-344
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2 Educational Services:		
14.2.1	Adopt TUSD K-8 and High School Handbook changes for the 2024-2025 School Year (Separate Cover)	345-347
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.2	Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (Second Reading)	348-352
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.3	Approve Beyond SST Contract for 2024-2025, 2025-2026, 2026-2027 School Years (Separate Cover)	353
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.4	Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (Second Reading)	354-373
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.5	Adopt Revised Board Policies 6144 Controversial Issues (Second Reading)	374-378
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.6	Adopt Revised Board Policies 6161.1, 6161.11 Supplementary Instructional Materials and Acknowledge Administrative Regulation 6161.1 (Second Reading) (Separate Cover)	379
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.7	Adopt Revised Board Policy 6163.1 Library/Resource Centers (Second Reading)	380-394
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.8	Approve Revised Board Policy 6141 Curriculum Development and Evaluation (Second Reading)	395-398
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.9	Approve Revised Board Policy 6142.91 Reading/Language Arts Instruction (Second Reading)	399-404
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	
14.2.10	Adopt TUSD Athletic and Coaches Handbook updates for the 2024-2025 School Year (Separate Cover)	405
Action:	Motion ___; Second ___. Vote: Yes ___; No ___; Absent ___; Abstain ___.	

14.2.11 Adopt Tracy Charter School Student Handbook and Master Agreements for 2023-2024 (Separate Cover) **406-412**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2.12 Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools **413-433**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.2.13 Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School **434-437**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3 Human Resources:

14.3.1 Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2024-2025 School Year **438-439**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3.2 Approve Revised Job Description for STEM/ELO-P Recruiting Coordinator **440-443**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3.3 Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2024-2025 School Year **444-446**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3.4 Acknowledge Revised Administrative Regulation 4112.3, 4212.3, and 4312.3 Oath or Affirmation and Exhibit 4112.3, 4212.3, 4312.3 (Second Reading) **447-451**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3.5 Approve a Declaration for a Provisional Internship Permit **452-453**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3.6 Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers **454-455**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

14.3.7 Approve Revised Job Description for School Readiness Programs Administrator **456-459**

Action: Motion___; Second___. **Vote:** Yes___; No___; Absent___; Abstain__.

15. Board Reports: An opportunity for board members to discuss items of particular importance or interest in the district.

16. Superintendent's Report: An opportunity for the superintendent to share matters of special interest or importance which are not on the board agenda and/or special presentations of district programs or activities.

17. Board Meeting Calendar:

17.1 August 13, 2024

17.2 August 27, 2024

17.3 September 10, 2024

18. Upcoming Events:

18.1 August 5, 2024

First Day of School

18.2 September 2, 2024

No School, Labor Day

18.3 October 7 – 11, 2024

No School, Fall Break

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, June 11, 2024**

- 6:40 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, N. Kahlon, J. Silcox
Staff: R. Pecot, T. Salinas, T. Jalique, S. Smith. Absent: J. Stocking
- 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 Finding of Facts: 23/24#71, 23/24#74, 23/24#75,
3.2.1 23/24#76
Action: Approved. Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.
- 6b Report Out of Action Taken on Early Graduation: WHS#10354730,
3.2.2 WHS#10326259, WHS#10346000
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- 6c Report Out of Action Taken on Approve Funding for Parent
3.2.3 Reimbursement per Confidential Settlement Agreement for
Compensatory Educational Services
Action: Approved. **Vote:** Yes-7; No-0; Absent-0.
- Minutes:** 7. **Approve Regular Minutes of May 28, 2024.**
Action: Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- Audience:** Jacqui Nott, Stephanie Olsen, Lori Nelson, Jason Noll, Debra Schneider, Tanya Calderon, Annabelle Lee.
- Student Rep Reports:** 8.1 None.
- Recognition & Presentations:** 9.1 None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:**
10.1.1 **Receive Information Regarding the Proposed Local Control Accountability Plan (LCAP) for TUSD (Separate Cover Item)**
Mary Petty, Director of Continuous Improvement, State and Federal Programs, shared the 24/25 LCAP plan. This year begins a new 3-year cycle that describes goals, actions, services, and expenditures to support positive student outcomes that address state and local priorities. Required components include the LCFF budget overview for parents, an annual update, and plan summary. The LCAP is developed working with parents,

educators, students, and the community. Total budget general fund expenditures are \$225,902,122, total budgeted LCAP expenditures are \$160,364,100. The educational partner engagement process begins in August and ends in May consisting of parent advisories, community engagement, consultations, and surveys. The LCAP will go before the board as an action item for approval at the June 25 board meeting.

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

Annabelle Lee, Principal of the Tracy Charter School, shared the TISCS proposed LCAP which also serves as the schools site plan. The total budgeted general fund expenditures are \$3,817,787, total budgeted LCAP expenditures in the LCAP are \$4,529,880. The LCAP consists of two goals, each with detailed action items. The Charter has their own advisory committee consisting of parents, teachers, and members of the community. The TISCS LCAP will go before the board as an action item for approval at the June 25 board meeting.

Trustee Hoffert left the meeting at 7:23 p.m.

Trustee Hoffert returned to the meeting at 7:25 p.m.

10.1.3 Receive Report on the 2024-2025 Annual School District Budget (Separate Cover Item)

Tania Salinas, Associate Superintendent of Business Services, and Lori Nelson, Director of Finance, provided an update of the 24/25 district budget. The budget is a guiding financial plan for meeting the local school district governing boards goals and objectives for the year. The budget for 24/25 reflects revenues of \$192,429,336 with expenditures projecting at \$160,481,117. We are in declining enrollment so that is always a consideration during budget planning. Because education funding levels are up for debate each year as part of the annual state budget process, we rely on projections until the state budget is approved by the end of June. Therefore, it is understood that TUSD's, and all other local districts, budgets change and require revision. The budget will go before the board for adoption at the June 25 board meeting.

Hearing of Delegations

11. None.

Public Hearing:

12.1 Administrative & Business Services:

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

Opened Public Hearing: 7:32 p.m.

No comments were received.

Closed Public Hearing: 7:32 p.m.

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

Opened Public Hearing: 7:32
No comments were received.
Closed Public Hearing: 7:32

- 12.1.3 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2024-25 School District Budget

Opened Public Hearing: 7:32 p.m.
No comments were received.
Closed Public Hearing: 7:33 p.m.

Consent Items:

13. **Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:** Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.

13.1 **Administrative & Business Services:**

- 13.1.1 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year

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

13.2 **Educational Services:**

- 13.2.1 Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Louis Bohn Elementary School during the 2024-2025 School Year

- 13.2.2 Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Central Elementary School for the 2024-2025 School Year

- 13.2.3 Approve Agreement for Contract Services between IXL Learning, and George Kelly Elementary School to Provide IXL Learning Site License in Math for the 2024-2025 School Year

- 13.2.4 Approve Agreement for Special Contract Services with SJCOE for the Artist-in-Residence Program at Villalovoz Elementary School for the 2024 – 2025 School Year

- 13.2.5 Approve Agreement for Contract Services between Valley Community Counseling and Villalovoz Elementary for the 2024-2025 School Year

- 13.2.6 Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Villalovoz Elementary School for the 2024-2025 School Year

- 13.2.7 Approve Professional Development Support Services for TUSD High School Drama and Theater Departments for 2024-2025 School Year

- 13.2.8 Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and George Kelly School for the 2024-2025 School Year

- 13.2.9 Approve Purchase Agreement with Solution Tree and George Kelly School for Global Professional Development for Teams for the 2024-2025 School Year

- 13.2.10 Approve Agreement for Special Contract Services with the Community Training Assistance Center, Inc. (CTAC) to Provide Professional Development for STEMLine Academy in the 2024-2025 School Year
 - 13.2.11 Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School P.E. Teachers, Water Coaches and Athletic Directors for the 2024-2025 School Year
 - 13.2.12 Approve Agreement for Special Contract Services with the County Office of Education for Professional Development on Math Frameworks and Math Literacy for Teachers during the 2024-2025 School Year
 - 13.2.13 Approve Contract Service Agreement with Alegre Care Inc., dba Alegre Home Care and Staffing for the 2024-2025 School Year
 - 13.2.14 Approve Contract Service Agreement with Excel Interpreting LLC for the 2024-2025 School Year
 - 13.2.15 Approve Contract Service Agreement with Pawar Transportation for the 2024-2025 School Year
 - 13.2.16 Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to provide Professional Development to Support STEM Implementation
 - 13.2.17 Approve Agreement for Services between IXL Learning, and Tracy Charter School to provide IXL Learning Site license in Math for the 2024-2025 School Year
 - 13.2.18 Approve Out of State Overnight Travel for the West High School Track & Field Athlete Xienna Cardona Renshaw, Coach Renshaw and Coach Williams to attend the New Balance Nationals in Philadelphia, PA. June 13 - 16, 2024
- 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 Employment of 2024 Summer School Staff

Action Items:

- 14.1 Administrative & Business Services:**
- 14.1.1 Adopt Revised Board Policy and Acknowledge Administrative Regulation 1330 Community Rental of School District Facilities (Second Reading) (Separate Cover)
Action: Hawkins, Alexander. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.2 Adopt Resolution No. 23-17 to Accept Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE)
Action: Alexander, Hawkins. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.3 Accept Agreement for Grant Funding Administered through the California Schools Healthy Air, Plumbing, and Efficiency Program (CALSHAPE) (Separate Cover)
Action: Kahlon, Silcox. **Vote:** Yes-7; No-0; Absent-0.
 - 14.1.4 Approve List of Architects with Whom the District may Enter into Agreements for Architectural Services for Future Projects
Action: Alexander, Hawkins. **Vote:** Yes-7; No-0; Absent-0.

14.2 Educational Services:

14.2.1 Approve Agreements with the Boys and Girls Club of Tracy and SJCOE, to provide Extended Learning Opportunities to TUSD students under the Expanded Learning Opportunity Program Plan (ELO/ELO-P) (Separate Cover)

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

14.2.2 Adopt Revised Board Policy 6020 Parent Involvement and Acknowledge Administrative Regulation 6020 Parent Involvement (Second Reading)

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

14.2.3 Adopt Revised Board Policy 6190 Evaluation of the Instructional Program (Second Reading)

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

14.2.4 Adopt Revised Board Policy 6146.1 High School Graduation Requirements/Standards of Proficiency (Second Reading) (Separate Cover)

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

14.2.5 Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (First Reading) (Separate Cover)

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

14.2.6 Adopt Revised Board Policies 6161.1, 6161.11 Supplementary Instructional Materials and Acknowledge Administrative Regulation 6161.1 (First Reading) (Separate Cover)

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

14.2.7 Adopt Revised Board Policy 6144 Controversial Issues (First Reading)

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

14.2.8 Adopt Revised Board Policy 6163.1 Library/Resource Centers (First Reading)

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

14.2.9 Approve Revised Board Policy 6142.91 Reading/Language Arts Instruction (First Reading)

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

14.2.10 Approve Revised Board Policy 6141 Curriculum Development and Evaluation (First Reading)

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

14.2.11 Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (First Reading)

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

14.3 Human Resources:

14.3.1 Approve Amendment to Superintendent Contract

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

14.3.2 Approve a Declaration for a Provisional Internship Permit

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

14.3.3 Approve a Variable Term Waiver for Administrative Services

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

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

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

- 14.3.5 Acknowledge Revised Administrative Regulation 4112.4, 4212.4, and 4312.4 Health Examinations and Abolish Board Policy 4112.4 and 4212.4 (Second Reading)
Action: Hawkins, Silcox. **Vote:** Yes-7; No-0; Absent-0.
- 14.3.6 Acknowledge Revised Administrative Regulation 4112.3, 4212.3, and 4312.3 Oath or Affirmation and Exhibit 4112.3, 4212.3, 4312.3 (First Reading)
Action: Silcox, Kahlon. **Vote:** Yes-7; No-0; Absent-0.

Board Reports:

Trustee Kahlon thanked all that worked on the LCAP and the team that supports and works on the budget. Trustee Hoffert thanked those that attended the meeting and for the presentations. Trustee Fagin thanked everyone for a great school year. He had a great time attending graduations. Trustee Alexander thanked those that attended; she enjoyed the presentations. Trustee Hawkins also thanked those that came to the meeting this evening. Trustee Silcox passed on comment. Trustee Abercrombie gave congratulations to this year's graduates. He had a great time at the WHS graduation. The Police Activities League is providing an internship for high school seniors during the month of August. Participants will receive prerequisites to get into the trades. They have had 23 students apply, of those 12 were picked. The last cleanup day has taken place with the assistance of DARE students. He attended the DARE Day at the A's game, the students had a great time.

Superintendent Report:

Dr. Pecot thanked those that were present at the board meeting, the Business team, and Dr. Petty. He wanted to also thank the summer school staff for the seamless transition into the summer program and for supporting students. He also wanted to acknowledge the HR Department and Tammy Jalique. They have had a lot of momentum hiring and filling most of our open positions.

Adjourn: 7:47 pm.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 29, 2024
SUBJECT: Receive Report on State Indicators

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

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the District’s progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on State Indicators.

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



TRACY

UNIFIED SCHOOL DISTRICT

2024-25 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Tracy Unified School District	Dr. Mary Petty Director of Continuous Improvement, State and Federal Programs	mpetty@tUSD.net 209 830-3210

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2023-2024	680	*	70	*	35	*	*	*

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

3. Rate the LEA’s progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. Rate the LEA's progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education				4		
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

Support for Teachers and Administrators

5. Rate the LEA's success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				4	
Identifying the professional learning needs of individual teachers				4	
Providing support for teachers on the standards they have not yet mastered			3		

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	5
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	4

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

The Tracy Unified School District (TUSD) places a high value on fostering positive community relationships. To facilitate communication about the academic and social-emotional resources available for student and family success, TUSD has invested in Parent Liaisons. The TUSD Prevention Services Department collaborates with school staff and directly with students facing homelessness or those in foster care, providing necessary resources to promote success in school. Additionally, school sites engage with their School Site Council and English Learner Advisory Committee (ELAC) to periodically assess and adjust school plans and budgets, ensuring they meet the unique needs of each school and narrow the achievement gap.

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

The creation of an English Learner Advisory Committee (ELAC) in each school, coupled with the district-wide Student Advisory Committee (SAC) this past academic year, and the active involvement of site leaders, staff, and parent liaisons in organizing engagement events, has resulted in improved interactions between school personnel and families.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

TUSD staff are committed to enhancing the engagement of underrepresented families by personally inviting them to parent meetings and school activities. The district has invested in Parent Liaisons to facilitate communication about the academic and social-emotional resources available, aiming to improve student outcomes. These liaisons are frequently seen conversing with families outside the school office or making calls to their homes. Additionally, our

prevention services team has expanded its outreach through partnerships within the community, providing individualized support to students and families with specific needs.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	5
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	4
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	5

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

The Tracy Unified School District (TUSD) is dedicated to actively engaging with all families, using various communication methods including automated calls/texts, social media, website updates, and the Aeries Parent Portal. TUSD has Bilingual Parent Liaisons for outreach in English and Spanish, and the Prevention Services Department provides individual support to students who are homeless or in foster care. School sites work with their School Site Council and English Learner Advisory Committee (ELAC) to customize school plans to meet specific needs. Feedback indicates that TUSD's efforts to nurture staff-family relationships are acknowledged and valued. The district cherishes these community connections and has invested in Parent Liaisons to educate families about resources, programs, and services. TUSD plans to broaden its parent and community engagement initiatives in the 2023-24 period, including The Latino Literacy Project, College Bound via the Boys & Girls Club, PIQE, Mental Health Workshops, and Educational Nights focusing on STEM, Math, and Literacy. TUSD will maintain a Prevention Services Coordinator to enhance parent outreach, particularly for underrepresented families. Furthermore, TUSD will organize parent workshops to clarify the special education process and parents' rights, as well as continue Title I Parent Advisory Meetings to inform parents about Title I services and contribute to the LCAP.

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

TUSD remains committed to enhancing the delivery of two-way communication between families and educators, utilizing language that is clear and accessible for all diverse family groups.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Every TUSD school site collaborates with its School Site Council and English Learner Advisory Committee (ELAC) to evaluate and enhance school plans, ensuring they meet the unique needs of each school and its students. In an effort to better involve our underrepresented families and bolster parent participation, each TUSD school will organize an independent ELAC, facilitating greater access to current information and fostering stronger community ties. Moreover, the TUSD Prevention Services Department offers personalized support to students facing homelessness or in foster care, delivering essential resources to their families to promote better student success.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	5
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	5
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	4
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	5

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

- Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

TUSD is expanding the range of opportunities for parent and family involvement in decision-making processes. These opportunities include participation in the School Site Council, District and site ELAC, Title I Parent Advisory Committees, LCAP Surveys, and LCAP Community Engagement Meetings.

- Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

The Tracy Unified School District's first district-wide Student Advisory Committee (SAC) was a success, emphasizing ongoing enhancement that bolstered student participation in their educational settings and offered crucial insights for decision-making, as well as feedback for the Local Control and Accountability Plan (LCAP). Furthermore, the LCAP survey data remains an effective method for collecting feedback that informs decision-making processes within TUSD and shapes the LCAP.

- Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

TUSD will continue to host an ELAC (English Learner Advisory Committee) at each individual school site to seek more input from underrepresented families. Additionally, in reviewing applications for SAC (Student Advisory Committee), students who represent our diverse population, including those from underrepresented groups at each school site, will be selected.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

The Tracy Unified School District conducts an annual LCAP survey targeting parents, students, and staff. This survey encompasses questions related to safety and climate, gauging student perceptions of school safety and their sense of belonging. It addresses both physical and emotional safety and the extent to which students feel connected to staff, comfortable seeking assistance, and inspired to learn. The climate results (percentage of respondents agreeing or strongly agreeing that there is a positive climate) are as follows:

Parents: 92.31%
Students: 78.85%
Staff: 84.38%

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Data shows that around 79% of students feel secure and engaged while at school. The Tracy Unified School District continued to augment the count of mental health experts, tutors, contracted behaviorists, and socio-emotional initiatives at school locations to assist in fostering a sense of safety and connection among students.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

In response to these findings, the district has substantially augmented resources including mental health professionals, hired tutors and behavior specialists, in-school and after-school intervention tutoring, broadened safe and secure after-school programs utilizing grant funds, and provided social-emotional programs during the school day at each school site. These measures aim to improve student well-being, increase the sense of safety, and reinforce the school community's bonds. Ongoing evaluations and modifications guarantee that these initiatives meet the evolving needs of students, fostering a nurturing atmosphere that supports learning and personal development.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

TUSD utilizes CALPADS and Aeries Analytics for reporting to monitor the degree of access all students have to a comprehensive curriculum. TUSD counselors collaborate with students to determine course selections. The percentages of students in grades 7-12 enrolled in a Visual and Performing Arts program/course are as follows:

All Students: 41.6%
EL Students: 25.8%
LTEL Students: 38.5%
SED Students: 41.2%
HOM Students: 41.4%
FY: 55.6%

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

TUSD employs master schedules and CALPADS reports to monitor the accessibility of a comprehensive curriculum for all students. Academic counselors in TUSD collaborate with students to explore available course options at their respective schools. Students are provided with a course catalog that includes course sections, high school diploma criteria, and A-G requirements. TUSD is currently in its fifth year of implementing and broadening the inclusion model, which aims to enhance the access of students in special education to a wide-ranging course of study.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

TUSD is actively examining bell and master schedules at the high school level to enhance students' access to credit recovery, core courses, and acceleration opportunities.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

TUSD continues to partner with the San Joaquin County Office of Education to improve academic and A-G outcomes, ensuring students are college and career-ready. Middle and high school teams analyzed suspensions, grades, and attendance data to identify students needing additional academic or social-emotional support, focusing on A-G course completion. Key groups included Foster Youth, English Learners, and Socio-Economically Disadvantaged students. TUSD is also in its fifth year of expanding the inclusion model to provide special education students with broader course access. A-G completion rates for the Class of 2023, reported in Fall 2023, are:

- All Students: 31.0%
- English Learners: 8.1%
- Socio-Economically Disadvantaged Students: 21.7%
- Homeless Students: 11%
- Foster Youth: Data was suppressed for privacy due to fewer than 11 students

Coordination of Services for Expelled Students – COE Only (LCFF Priority 9)

Assess the degree of implementation of the progress in coordinating instruction for expelled students in your county.

- Rating Scale (lowest to highest):
- 1 - Exploration and Research Phase
 - 2 - Beginning Development
 - 3 - Initial Implementation
 - 4 - Full Implementation
 - 5 - Full Implementation and Sustainability

Coordinating Instruction	1	2	3	4	5
1. Assessing status of triennial plan for providing educational services to all expelled students in the county, including:	[No response required]				
a. Review of required outcome data.					
b. Identifying existing educational alternatives for expelled pupils, gaps in educational services to expelled pupils, and strategies for filling those service gaps.					
c. Identifying alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who					

Coordinating Instruction	1	2	3	4	5
pose a danger to other district pupils.					
2. Coordinating on development and implementation of triennial plan with all LEAs within the county.					
3. Establishing ongoing collaboration and policy development for transparent referral process for LEAs within the county to the county office of education or other program options, including dissemination to all LEAs within the county a menu of available continuum of services for expelled students.					
4. Developing memorandum of understanding regarding the coordination of partial credit policies between district of residence and county office of education.					

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

Assess the degree of implementation of coordinated service program components for foster youth in your county.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Coordinating Services	1	2	3	4	5
1. Establishing ongoing collaboration and supporting policy development, including establishing formalized information sharing agreements with child welfare, probation, Local Education Agency (LEAs), the courts, and other organizations to support determining the proper educational placement of foster youth (e.g., school of origin versus current residence, comprehensive versus alternative school, and regular versus special education).					

Coordinating Services	1	2	3	4	5
2. Building capacity with LEA, probation, child welfare, and other organizations for purposes of implementing school-based support infrastructure for foster youth intended to improve educational outcomes (e.g., provide regular professional development with the Foster Youth Liaisons to facilitate adequate transportation services for foster youth).					
3. Providing information and assistance to LEAs regarding the educational needs of foster youth in order to improve educational outcomes.					
4. Providing direct educational services for foster youth in LEA or county-operated programs provided the school district has certified that specified services cannot be provided or funded using other sources, including, but not limited to, Local Control Funding Formula, federal, state or local funding.					
5. Establishing ongoing collaboration and supporting development of policies and procedures that facilitate expeditious transfer of records, transcripts, and other relevant educational information.					
6. Facilitating the coordination of post-secondary opportunities for youth by engaging with systems partners, including, but not limited to, child welfare transition planning and independent living services, community colleges or universities, career technical education, and workforce development providers.					
7. Developing strategies to prioritize the needs of foster youth in the community, using community-wide assessments that consider age group, geographical area, and identification of highest needs students based on academic needs and placement type.					

Coordinating Services	1	2	3	4	5
<p>8. Engaging in the process of reviewing plan deliverables and of collecting and analyzing LEA and COE level outcome data for purposes of evaluating effectiveness of support services for foster youth and whether the investment in services contributes to improved educational outcomes for foster youth.</p>					



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 29, 2024
SUBJECT: Receive Report on Tracy Charter School State Indicators

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

RATIONALE: As the District must report to its Governing Board annually on the Local Indicators, this report will provide an update on the Tracy Charter School's progress on the following State indicators: Priority 2: Implementation of State Academic Standards; Priority 3: Parent and Family Engagement; Priority 6: School Climate; and Priority 7: Access to a Broad Course of Study.

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

FUNDING: There is no cost involved with this agenda item.

RECOMMENDATION: Receive Report on Tracy Charter School State Indicators.

Prepared by: Annabelle Lee, Principal, Tracy Charter School



2024-25 Local Performance Indicator Self-Reflection

Local Educational Agency (LEA)	Contact Name and Title	Email and Phone
Tracy Unified School District, Tracy Independent Study Charter School	Annabelle Lee Principal	alee@tusd.net 209-830-3380

Introduction

The California State Board of Education (SBE) approved standards for the local indicators that support a local educational agency (LEA) in measuring and reporting progress within the appropriate priority area.

This template is intended as a drafting tool and based on the Local Performance Indicator Quick Guide published by CDE in January 2024.

Performance Standards

The approved performance standards require an LEA to:

- Annually measure its progress in meeting the requirements of the specific Local Control Funding Formula (LCFF) priority.
- Report the results as part of a non-consent item at the same public meeting of the local governing board/body at which the Local Control and Accountability Plan (LCAP) is adopted.
- Report results to the public through the Dashboard utilizing the SBE-adopted self-reflection tools for each local indicator.

This Quick Guide identifies the approved standards and self-reflection tools that an LEA will use to report its progress on the local indicators.

Local Indicators

The local indicators address the following state priority areas:

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Implementation of State Academic Standards (LCFF Priority 2)

The LEA annually measures its progress implementing state academic standards; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Parent and Family Engagement (LCFF Priority 3)

This measure addresses Parent and Family Engagement, including how an LEA builds relationships between school staff and families, builds partnerships for student outcomes and seeks input for decision-making.

LEAs report progress of how they have sought input from parents in decision-making and promoted parent participation in programs to its local governing board or body using the SBE-adopted self-reflection tool for Priority 3 at the same public meeting at which the LEA adopts its LCAP, and reports to educational partners and the public through the Dashboard.

School Climate (LCFF Priority 6)

The LEA administers an annual local climate survey that captures a valid measure of student perceptions of school safety and connectedness, in at least one grade within each grade span(s) the LEA serves (e.g., TK-5, 6-8, 9-12), and reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and to educational partners and the public through the Dashboard.

Access to a Broad Course of Study (LCFF Priority 7)

The LEA annually measures its progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code (EC) for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs; the LEA then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Expelled Students – County Office of Education (COE) Only (LCFF Priority 9)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Coordination of Services for Foster Youth – COE Only (LCFF Priority 10)

The COE annually measures its progress in coordinating services for foster youth; the COE then reports the results to its local governing board/body at the same public meeting at which the LCAP is adopted and reports to educational partners and the public through the Dashboard.

Self-Reflection Tools

An LEA uses the self-reflection tools included within the Dashboard to report its progress on the local performance indicator to educational partners and the public.

The self-reflection tools are embedded in the web-based Dashboard system and are also available in Word document format. In addition to using the self-reflection tools to report its progress on the local performance indicators to educational partners and the public, an LEA may use the self-reflection tools as a resource when reporting results to its local governing board. The approved self-reflection tools are provided below.

Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, and Safe, Clean and Functional School Facilities (LCFF Priority 1)

LEAs will provide the information below:

- Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home
- Number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Note: The requested information are all data elements that are currently required as part of the School Accountability Report Card (SARC).

Note: LEAs are required to report the following to their local governing board/body in conjunction with the adoption of the LCAP:

- The LEA’s Teacher Assignment Monitoring and Outcome data available at <https://www.cde.ca.gov/ds/ad/tamo.asp>.
- The number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home, and
- The number of identified instances where facilities do not meet the “good repair” standard (including deficiencies and extreme deficiencies)

Academic Year	Total Teaching FTE	Clear	Out-of-Field	Intern	Ineffective	Incomplete	Unknown	N/A
2021-22	13.0	30.8%	61.5%	0%	7.7%	0.0%	0.0%	0.0%

Access to Instructional Materials	Number	Percent
Students Without Access to Own Copies of Standards-Aligned Instructional Materials for Use at School and at Home	0	0%

Facility Conditions	Number
Identified Instances Where Facilities Do Not Meet The “Good Repair” Standard (Including Deficiencies and Extreme Deficiencies)	0

Implementation of State Academic Standards (LCFF Priority 2)

LEAs may provide a narrative summary of their progress in the implementation of state academic standards based on locally selected measures or tools (Option 1). Alternatively, LEAs may complete the optional reflection tool (Option 2).

OPTION 1: Narrative Summary (Limited to 3,000 characters)

In the narrative box provided on the Dashboard, identify the locally selected measures or tools that the LEA is using to track its progress in implementing the state academic standards adopted by the state board and briefly describe why the LEA chose the selected measures or tools.

Additionally, summarize the LEA's progress in implementing the academic standards adopted by the SBE, based on the locally selected measures or tools. The adopted academic standards are:

- English Language Arts (ELA) – Common Core State Standards for ELA
- English Language Development (ELD) (Aligned to Common Core State Standards for ELA)
- Mathematics – Common Core State Standards for Mathematics
- Next Generation Science Standards
- History-Social Science
- Career Technical Education
- Health Education Content Standards
- Physical Education Model Content Standards
- Visual and Performing Arts
- World Language

Tracy Charter School has standards-aligned independent study online instruction for students in all of K-12. Students all have equal access to ELA, Math, Science, Social Science, PE, CTE, World Language and Art courses. Edgenuity provides immediate progress reports and feedback to students and teachers. These reports are used by all teachers as a local measure of each individual student's progress toward their learning goals.

Implementation of State Academic Standards (LCFF Priority 2)

OPTION 2: Reflection Tool

Recently Adopted Academic Standards and/or Curriculum Frameworks

1. Rate the LEA's progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

2. Rate the LEA's progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				4	
ELD (Aligned to ELA Standards)				4	
Mathematics – Common Core State Standards for Mathematics				4	
Next Generation Science Standards				4	
History-Social Science				4	

Other Adopted Academic Standards

4. Rate the LEA’s progress implementing each of the following academic standards adopted by the state board for all students.

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5	N/A
Career Technical Education			3			
Health Education Content Standards				4		
Physical Education Model Content Standards				4		
Visual and Performing Arts				4		
World Language				4		

Support for Teachers and Administrators

5. Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Rating Scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Academic Standards	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					5
Identifying the professional learning needs of individual teachers				4	
Providing support for teachers on the standards they have not yet mastered				4	

Optional Narrative (Limited to 1,500 characters)

6. Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

Ratings are based upon the plurality of responses from staff LCAP survey.

At Tracy Charter School, we use our online learning platform to track student progress. This platform is designed to align with California State Standards, making sure that all of our subjects are covered thoroughly. By using this technology, we're able to monitor how our students are doing, allowing us to make adjustments and provide the support they need to succeed.

Parental Involvement and Family Engagement (LCFF Priority 3)

Introduction

Family engagement is an essential strategy for building pathways to college and career readiness for all students and is an essential component of a systems approach to improving outcomes for all students. More than 30 years of research has shown that family engagement can lead to improved student outcomes (e.g., attendance, engagement, academic outcomes, social emotional learning, etc.).

Consistent with the California Department of Education's (CDE's) Family Engagement Toolkit: ¹

- Effective and authentic family engagement has been described as an intentional partnership of educators, families and community members who share responsibility for a child from the time they are born to becoming an adult.
- To build an effective partnership, educators, families, and community members need to develop the knowledge and skills to work together, and schools must purposefully integrate family and community engagement with goals for students' learning and thriving.

The LCFF legislation recognized the importance of family engagement by requiring LEAs to address Priority 3 within their LCAP. The self-reflection tool described below enables LEAs to reflect upon their implementation of family engagement as part of their continuous improvement process and prior to updating their LCAP.

For LEAs to engage all families equitably, it is necessary to understand the cultures, languages, needs and interests of families in the local area. Furthermore, developing family engagement policies, programs, and practices needs to be done in partnership with local families, using the tools of continuous improvement.

Instructions

This self-reflection tool is organized into three sections. Each section includes research and evidence-based practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-Making

Based on an evaluation of data, including educational partner input, an LEA uses this self-reflection tool to report on its progress successes and area(s) of need related to family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified. The results of the process should be used to inform the LCAP and its development process, including assessing prior year goals, actions and services and in modifying future goals, actions, and services in the LCAP.

LEAs are to implement the following self-reflection process:

1. Identify the diverse educational partners that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage educational partners in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.

3. Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each of the 12 practices using the following rating scale (lowest to highest):
 - 1 – Exploration and Research
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Based on the analysis of educational partner input and local data, respond to each of the prompts pertaining to each section of the tool.
5. Use the findings from the self-reflection process to inform the annual update to the LCAP and the LCAP development process, as well as the development of other school and district plans.

Sections of the Self-Reflection Tool

Section 1: Building Relationships Between School Staff and Families

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
1. Rate the LEA's progress in developing the capacity of staff (i.e., administrators, teachers, and classified staff) to build trusting and respectful relationships with families.	4
2. Rate the LEA's progress in creating welcoming environments for all families in the community.	4
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.	4
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.	5

Building Relationships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Relationships Between School Staff and Families.

Tracy Charter has implemented professional development programs, providing staff with skills to build trusting and respectful relationships with families. Our school has established a welcoming and inclusive environments through family-friendly policies and accessible facilities. We have a monthly community newsletter that goes out with resources for families and a centralized hub of information for upcoming events. Our programs support staff in understanding student goals, allowing for individualized educational experiences. Tracy Charter excels in facilitating two-way communication through various accessible channels, ensuring every family can participate in their child's education.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Relationships Between School Staff and Families.

To build relationships between school staff and families, Tracy Charter will continue to work with staff to deepen cultural competency, and expand engagement in-person and virtual opportunities through workshops and events.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Relationships Between School Staff and Families.

Tracy Charter School has a unique advantage with smaller class sizes, allowing teachers to dedicate at least one hour per week for in-person support with each student. This dedicated time fosters strong communication and helps build trusting, respectful relationships between teachers and parents, creating a unified support system for the student.

In addition to these personalized interactions, Tracy Charter employs various communication methods, such as automated phone calls, text messages, emails, district and site webpages, and the Aeries Parent Portal. These strategies are particularly beneficial for underrepresented families, as they provide multiple avenues to stay informed and engaged, accommodating different preferences and accessibilities.

Moving forward, Tracy Charter will collaborate with families to identify their preferred communication channels and will continue to offer multiple options to ensure effective and inclusive communication for all. By doing so, we aim to enhance engagement with underrepresented families, ensuring they have the support and resources needed to actively participate in their child's education.

Section 2: Building Partnerships for Student Outcomes

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
5. Rate the LEA's progress in providing professional learning and support to teachers and principals to improve a school's capacity to partner with families.	4
6. Rate the LEA's progress in providing families with information and resources to support student learning and development in the home.	4
7. Rate the LEA's progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.	4
8. Rate the LEA's progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.	4

Building Partnerships Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Building Partnerships for Student Outcomes.

Tracy Charter strongly values positive relationships within our school and town communities. Tracy Charter administrator, academic counselor, teachers, and office staff all to help communicate the resources, programs and services available to students and their families. We contract with the TUSD Prevention Services Department who works individually with our students who are experiencing homelessness and or are foster youth to provide needed resources to the family. Tracy Charter families are invited to attend and participate in parent outreach events, including review and comment for district initiatives. Tracy Charter has an advisory council that reviews data and develops a plan to address the school's needs.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Building Partnerships for Student Outcomes.

Tracy Charter School will focus on sustaining and advancing its partnerships with our educational partners. We will work on increasing accessibility and providing resources to families can further support student learning at home. We will work to provide more frequent and diverse opportunities for teachers, families, and students to engage in discussions about student progress.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Building Partnerships for Student Outcomes.

Tracy Charter School will improved the engagement of underrepresented families through a comprehensive approach that fosters positive relationships within the school and community. By ensuring administrators, counselors, teachers, and office staff effectively communicate available resources and by contracting with TUSD Prevention Services to support homeless and foster students, the school addresses specific needs of our underrepresented students. Parent outreach events and an advisory council invite family participation in decision-making, while sustained educational partnerships increase accessibility to resources. Frequent, diverse opportunities for discussions about student progress ensure families stay informed and involved, empowering them to support their children's education.

Section 3: Seeking Input for Decision-Making

Based on the analysis of educational partner input and local data, identify the number which best indicates the LEA's current stage of implementation for each practice in this section using the following rating scale (lowest to highest):

- 1 - Exploration and Research Phase
- 2 - Beginning Development
- 3 - Initial Implementation
- 4 - Full Implementation
- 5 - Full Implementation and Sustainability

Practices	Rating Scale Number
9. Rate the LEA's progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.	5
10. Rate the LEA's progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.	4
11. Rate the LEA's progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.	4
12. Rate the LEA's progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.	4

Seeking Input for Decision-Making Dashboard Narrative Boxes (Limited to 3,000 characters)

1. Based on the analysis of educational partner input and local data, briefly describe the LEA's current strengths and progress in Seeking Input for Decision-Making.

Tracy Charter School demonstrates strengths in seeking input for decision-making. Tracy Charter parents and students provided input through the TUSD LCAP process, which included multiple opportunities for review and comment. The school builds the capacity of and supports principals and staff to engage families in advisory groups and decision-making processes, fostering a collaborative environment. Furthermore, Tracy Charter School promotes collaboration between families, teachers, principals, and district administrators in planning, designing, implementing, and evaluating activities at both school and district levels.

2. Based on the analysis of educational partner input and local data, briefly describe the LEA's focus area(s) for improvement in Seeking Input for Decision-Making.

Tracy Charter School focuses on improving Seeking Input for Decision-Making by developing multiple, effective communication channels to gather family and community input and establishing regular opportunities for feedback through surveys, meetings, and forums. Additionally, Tracy Charter School aims to increase transparency around how input is used to inform decisions, fostering trust and accountability, and to create collaborative platforms where families, students, and staff can engage in meaningful dialogue about school initiatives and policies.

3. Based on the analysis of educational partner input and local data, briefly describe how the LEA will improve engagement of underrepresented families identified during the self-reflection process in relation to Seeking Input for Decision-Making.

The school provides all families with opportunities to provide input on policies and programs through the LCAP process, with strategies in place to reach and seek input from underrepresented groups, ensuring inclusivity in decision-making processes.

School Climate (LCFF Priority 6)

Introduction

The initial design of the Local Control Funding Formula recognized the critical role that positive school conditions and climate play in advancing student performance and equity. This recognition is grounded in a research base demonstrating that a positive school climate directly impacts indicators of success such as increased teacher retention, lower dropout rates, decreased incidences of violence, and higher student achievement.

In order to support comprehensive planning, LEAs need access to current data. The measurement of school climate provides LEAs with critical data that can be used to track progress in school climate for purposes of continuous improvement, and the ability to identify needs and implement changes to address local needs.

Introduction

LEAs are required, at a minimum, to annually administer a local climate survey. The survey must:

- Capture a valid measure of student perceptions of school safety and connectedness in at least one grade within each grade span the LEA serves (e.g. TK-5, 6-8, 9-12); and
- At a minimum, report disaggregated data by student groups identified in California Education Code 52052, when such data is available as part of the local school climate survey.

Based on the analysis of local data, including the local climate survey data, LEAs are to respond to the following three prompts. Each prompt response is limited to 3,000 characters. An LEA may provide hyperlink(s) to other documents as necessary within each prompt:

Prompt 1 (DATA): Describe the local climate survey data, including available data disaggregated by student groups. LEAs using surveys that provide an overall score, such as the California Healthy Kids Survey, are encouraged to report the overall score for all students as well as available student group scores. Responses may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

Tracy Charter administers an annual LCAP survey to parents, students and staff. This survey includes questions pertaining to the safety and climate and captures a measure of student perceptions of school safety and connectedness.

Questions on the survey touch both on physical and emotional safety as well as how connected and comfortable students feel connecting with staff, asking for help and being motivated to learn.

CLIMATE- Positive Response Percentages (% change from previous year)

Parents - 94.22% (+4.32%)

Students -94.98% (+17.33%)

Staff - 94.87% (+12.20%)

SAFETY - Positive Response Percentage

Parents - 96.40% (+8.78%)

Students - 91.88% (+24.45%)

Staff - 92.00% (-1.02%)

Prompt 2 (MEANING): Describe key learnings, including identified needs and areas of strength determined through the analysis of data described in Prompt 1, including the available data disaggregated by student group.

Based on Tracy Charter School's LCAP survey data, key learnings include significant positive trends in perception of school climate among educational partners. Students and staff reported notable increases in their comfort, connectedness with staff, and motivation to learn, reflected in a 17.33% and 12.20% rise respectively. However, while the majority of respondents feel safe at school, there are variances in safety perceptions among the groups. Students reported a substantial increase (+24.45%) in feeling safe, contrasting with a slight decrease (-1.02%) noted among staff. These insights highlight successes in enhancing student engagement and climate perception while suggesting a need for targeted interventions to address specific safety concerns.

Areas of Strength:

Tracy Charter School demonstrates clear strengths in fostering a positive school climate across its community. High percentages of positive responses from parents, students, and staff indicate a strong sense of community and supportive relationships within the school environment. The significant improvement in students' perception of climate underscores effective efforts to enhance student-staff interactions and overall school atmosphere, contributing to a conducive learning environment.

Identified Needs:

Despite the positive climate indicators, Tracy Charter School identifies specific areas for improvement. Addressing the slight decrease in staff perception of safety is crucial, requiring us to address any concerns and ensure a secure environment for all. Additionally, sustaining and enhancing the positive climate and student engagement remain priorities, and are our ongoing initiatives to foster continuous improvement and maintain high levels of engagement among our students and other educational partners.

Prompt 3 (USE): Describe any changes to existing plans, policies, or procedures that the LEA determines necessary in order to address areas of need identified through the analysis of local data and the identification of key learnings. Include any revisions, decisions, or actions the LEA has, or will, implement for continuous improvement purposes.

Tracy Charter will continue to offer mental health professional services to provide support for students with social emotional needs. Tracy Charter will continue with monthly safety drills to ensure staff and students know how to respond during an emergency. Students are comfortable coming to campus (as opposed to exclusively virtual), and want more opportunities to engage with their peers. We will be offering in-person study hall daily, so students can come on campus to get help with their schoolwork or have a quiet place to work with intervention support available, if needed.

Access to a Broad Course of Study (LCFF Priority 7)

LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served. (response limited to 1,500 characters)

Tracy Charter School employs several locally selected measures and tools to track students' access to and enrollment in a broad course of study, ensuring equitable opportunities across grade spans, unduplicated student groups, and individuals with exceptional needs served. Aside from monitoring student progress on the online learning platform, Tracy Charter school utilizes a full-time English Language Development (ELD) teacher dedicated to supporting English Learner (EL) students. This includes implementing differentiated instruction tailored to diverse linguistic needs and providing targeted support to ensure EL students can fully participate in the school's curriculum.

2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study, and may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study. (response limited to 1,500 characters)

Tracy Charter provides each student with a laptop device and hot spot as we are primarily a virtual charter school. Having teachers provide in person, as well as, virtual support provides an effective instruction program model. There are no barriers to all students accessing this course of study, as all students can take all courses. There is no limit to how many of our students are able to take any individual courses as there are at a traditional school with traditional master schedule constraints.

Tracy Charter School conducts regular assessments and reviews student data to identify and address any barriers to access or enrollment, ensuring that all students receive the necessary resources and support to achieve academic success. Across student groups, Tracy Charter School provides access and enrollment in a broad course of study to all. Special education progress monitoring is integral to the school's approach, ensuring that students with exceptional needs receive tailored support and resources to participate effectively in the curriculum. Tracy Charter School continues to refine its strategies to address any disparities in access and enrollment, aiming to provide all students with equitable opportunities to thrive academically.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students. (response limited to 1,500 characters)

Despite providing laptops and hotspots, Tracy Charter School faces ongoing challenges in ensuring access to a broad course of study for all students in its independent study online format. These challenges include varying levels

of digital literacy among students and families, which can impact effective use of online learning tools. Maintaining student engagement and motivation remains crucial, along with the difficulty of delivering specialized or hands-on instruction virtually. Access to comprehensive support services, equitable resource distribution, and effective assessment methods also pose some significant barriers.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students? (response limited to 1,500 characters)

Addressing these challenges requires continued efforts in providing tailored support, enhancing digital skills, and fostering a collaborative environment to optimize learning experiences for all students. Recognizing the importance of engagement and motivation, we are working to be more interactive and developed teaching strategies to enhance student participation. Moreover, we are expanding resources and tools to deliver specialized instruction effectively, addressing diverse learning needs across subjects. We continue to refine assessment methods and accountability measures to monitor student progress effectively and adjust instructional strategies as needed.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2024
SUBJECT: **Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)**

BACKGROUND: TEA has submitted their Sunshine Proposal for Reopener Negotiations for the 2024-2025 school year at the regularly scheduled board meeting on May 14, 2024. The District has also presented their initial bargaining proposal at the board meeting on May 28, 2024.

RATIONALE: This agenda item is intended to provide an opportunity for the public to comment as provided in Government Code 3547 regarding negotiations.

This aligns with Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: N/A.

RECOMMENDATION: Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD).

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



TRACY
UNIFIED SCHOOL DISTRICT

BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 25, 2024
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
SUMMARY OF SERVICES
June 25, 2024**

A.

Vendor:	LeaseQuery, LLC
Sites:	Finance Department
Item:	Sales Order
Services:	Software subscription is needed to implement GASB 87 and GASB 96.
Cost:	\$12,398.00 Annually
Project Funding:	General Fund

B.

Vendor:	Fagen Friedman & Fulfrost LLP
Sites:	District wide
Item:	Agreement for legal services
Services:	Legal services related to general education, law advice and representation.
Cost:	Rates range from \$180/hr. to \$395/hr. dependent upon the attorney/paralegal.
Project Funding:	General fund/Risk management

C.

Vendor:	Assad Insurance Agency, Inc.
Sites:	Tracy Unified School District
Item:	Property and Liability Insurance Renewal for the 22/23 Fiscal Year
Services:	Property and liability insurance coverage includes premises and vehicles, real property and contents, crime/employee dishonesty, electronic data processing, equipment breakdown, excess liability, cyber liability, claims administration, NorCal Relief claims administration, safety inspections, and real property appraisals.
Cost:	\$1,654,171.00
Project Funding:	General Fund/Risk Management

D.

Vendor:	Atkinson, Andelson, Loya, Ruud and Romo
Sites:	Tracy Unified School District
Item:	This contract was originally approved by the board on May 28, 2024; however, it is being resubmitted due to a rate increase. Please see the new rates below.
Services:	Legal and on-legal Human Resources consulting services and education law training classes.
Cost:	\$370.00/hr. (senior partners), \$350.00/hr. (paralegals/legal assistants)
Project Funding:	Risk Management

E.

Vendor:	Aztec Containers
Sites:	Various (KHS, WHS, THS)
Item:	Proposal
Services:	Provide (3) 10' Square Security Containers with HVAC and Lighting
Cost:	\$66,000.00 NTE
Project Funding:	Facilities/Capital Improvement Funds

F.

Vendor:	DRYCO Construction
Sites:	Various (KHS, WHS, THS)
Item:	Proposal
Services:	Provide (3) 10' Square Concrete Pads
Cost:	\$35,940 NTE
Project Funding:	Facilities/Capital Improvement Funds

G.

Vendor:	Bockmon & Woody Electric Co., Inc.
Sites:	Various (KHS, WHS, THS)
Item:	Proposal
Services:	Provide electrical power to (3) 10' Square Security Containers with HVAC and Lighting.
Cost:	\$45,000 NTE under time & materials
Project Funding:	Facilities/Capital Improvement Funds

H.

Vendor:	Aztec Containers
Sites:	Monte Vista
Item:	Proposal
Services:	2- 40 ft New Storage Containers
Cost:	\$16,000
Project Funding:	ELOP



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent of Business Services
DATE: June 4, 2024
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

Board Meeting Date	Board Approval Required Vendor Name	Insurance Expiration
6/25/2024	eTeamSponsor Inc - Eteamsponsor Football Fundraiser Texting Sports Fundraiser, Ryan Gomez 925.389.8693, ryan@eteamsponsor.com, eteamsponsor.com CONTRACT REQUIRED PRIOR TO OCCURRENCE.	1/25/2024

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

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

FUNDING: NA.

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

PREPARED BY: Cerina V Reyes, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 14, 2024
SUBJECT: Approve Accounts Payable Warrants (May 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Accounts Payable Warrants (May 2024).

Prepared by: Lori Nelson, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 14, 2024
SUBJECT: Approve Payroll Reports (May 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Payroll Reports (May 2024).

Prepared by: Lori Nelson, Director of Financial Services.

Pay Date 05/31/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
Fund 01	1100	5,755,557.18	Teachers' Salaries
	1200	612,745.39	Cert Pupil Support Salaries
	1300	699,968.05	Cert Suprvrs' & Admins' Sal
	1900	236,487.89	Other Certificated Salaries
	2100	736,106.14	Instructional Aides' Salaries
	2200	1,179,132.31	Classified Support Salaries
	2300	274,763.60	Class Suprvrs' & Admins' Sal
	2400	653,537.21	Clerical & Office Salaries
	2900	51,751.01	Other Classified Salaries
		Total Labor	10,200,048.78
Fund 01	3101	1,325,355.77	STRS On 1000 Salaries
	3102	13,310.74	STRS On 2000 Salaries
	3201	67,195.24	PERS On 1000 Salaries
	3202	738,298.47	PERS On 2000 Salaries
	3301	115,977.56	
	3302	210,478.03	
	3401	627,077.58	
	3402	351,040.77	
	3501	3,652.56	State Unemploy On 1000 Salary
	3502	1,446.35	State Unemploy On 2000 Salary
	3601	127,431.61	Worker'S Comp Ins On 1000 Sal
	3602	50,508.55	Worker'S Comp Ins On 2000 Sal
	3701	51,807.63	
	3702	24,514.77	
	3901	167.64	
		Total Contributions	3,708,263.27
Fund 09	1100	176,594.55	Teachers' Salaries
	1200	11,515.22	Cert Pupil Support Salaries
	1300	11,233.18	Cert Suprvrs' & Admins' Sal
	2400	14,046.43	Clerical & Office Salaries
		Total Labor	213,389.38
Fund 09	3101	38,076.02	STRS On 1000 Salaries
	3202	3,747.58	PERS On 2000 Salaries
	3301	2,709.15	
	3302	1,049.85	
	3401	15,119.44	
	3402	1,607.90	
	3501	99.69	State Unemploy On 1000 Salary
	3502	7.02	State Unemploy On 2000 Salary
	3601	3,477.54	Worker'S Comp Ins On 1000 Sal
	3602	245.04	Worker'S Comp Ins On 2000 Sal
	Total Contributions	66,139.23	
Fund 11	1100	28,944.83	Teachers' Salaries
	1200	9,399.14	Cert Pupil Support Salaries
	1300	13,059.82	Cert Suprvrs' & Admins' Sal
	2100	7,317.73	Instructional Aides' Salaries
	2400	10,293.77	Clerical & Office Salaries
		Total Labor	69,015.29

Fund 11	SACS Object	Amount	
	3101	9,818.14	STRS On 1000 Salaries
	3202	4,694.70	PERS On 2000 Salaries
	3301	712.02	
	3302	1,300.66	
	3401	3,622.50	
	3402	2,029.81	
	3501	25.70	State Unemploy On 1000 Salary
	3502	8.79	State Unemploy On 2000 Salary
	3601	896.75	Worker'S Comp Ins On 1000 Sal
	3602	307.23	Worker'S Comp Ins On 2000 Sal
	Total Contributions	23,416.30	

Fund 12	SACS Object	Amount	
	2100	32,141.86	Instructional Aides' Salaries
	2300	3,051.41	Class Suprvrs' & Admins' Sal
	2400	4,803.48	Clerical & Office Salaries
	Total Labor	39,996.75	

Fund 12	SACS Object	Amount	
	3102	584.11	STRS On 2000 Salaries
	3202	8,028.32	PERS On 2000 Salaries
	3302	2,582.17	
	3402	2,014.04	
	3502	20.01	State Unemploy On 2000 Salary
	3602	697.73	Worker'S Comp Ins On 2000 Sal
	Total Contributions	13,926.38	

Fund 13	SACS Object	Amount	
	2200	201,128.38	Classified Support Salaries
	2300	49,221.88	Class Suprvrs' & Admins' Sal
	2400	17,961.32	Clerical & Office Salaries
	Total Labor	268,311.58	

Fund 13	SACS Object	Amount	
	3202	64,682.73	PERS On 2000 Salaries
	3302	19,619.59	
	3402	21,143.17	
	3502	134.21	State Unemploy On 2000 Salary
	3602	4,680.69	Worker'S Comp Ins On 2000 Sal
	Total Contributions	110,260.39	

Pay Date 05/10/2024

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE SUMMARY

Fund	SACS Object	Amount	
Fund 01	1100	672,484.64	Teachers' Salaries
	1200	961.16	Cert Pupil Support Salaries
	1300	3,596.00	
	1900	24,654.79	
	2100	34,416.98	Instructional Aides' Salaries
	2200	183,070.32	Classified Support Salaries
	2400	20,108.05	Clerical & Office Salaries
	2900	5,470.95	Other Classified Salaries
	Total Labor	944,762.89	
Fund 01	3101	85,060.78	STRS On 1000 Salaries
	3202	6,930.86	PERS On 2000 Salaries
	3301	13,626.42	
	3302	15,758.42	
	3501	351.20	State Unemploy On 1000 Salary
	3502	120.83	State Unemploy On 2000 Salary
	3601	12,241.17	Worker'S Comp Ins On 1000 Sal
	3602	4,240.24	Worker'S Comp Ins On 2000 Sal
	Total Contributions	138,329.92	
	Fund 09	1100	5,880.00
2400		206.57	Clerical & Office Salaries
Total Labor		6,086.57	
Fund 09	3101	962.64	STRS On 1000 Salaries
	3202	55.11	PERS On 2000 Salaries
	3301	106.26	
	3302	15.81	
	3501	2.94	State Unemploy On 1000 Salary
	3502	0.10	State Unemploy On 2000 Salary
	3601	102.57	Worker'S Comp Ins On 1000 Sal
	3602	3.60	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,249.03	
Fund 11	1100	9,870.60	Teachers' Salaries
	1200	961.16	Cert Pupil Support Salaries
	2100	1,306.73	Instructional Aides' Salaries
	2400	279.12	Clerical & Office Salaries
	Total Labor	12,417.61	
Fund 11	3101	1,979.94	STRS On 1000 Salaries
	3202	348.63	PERS On 2000 Salaries
	3301	157.06	
	3302	121.33	
	3501	5.40	State Unemploy On 1000 Salary
	3502	0.80	State Unemploy On 2000 Salary
	3601	188.97	Worker'S Comp Ins On 1000 Sal
	3602	27.67	Worker'S Comp Ins On 2000 Sal
	Total Contributions	2,829.80	

Fund	12	SACS Object	Amount	
		2100	4,269.43	Instructional Aides' Salaries
		Total Labor	4,269.43	

Fund	12	SACS Object	Amount	
		3102	21.75	STRS On 2000 Salaries
		3202	415.14	PERS On 2000 Salaries
		3302	226.99	
		3502	2.15	State Unemploy On 2000 Salary
		3602	74.49	Worker'S Comp Ins On 2000 Sal
		Total Contributions	740.52	

Fund	13	SACS Object	Amount	
		2200	13,329.85	Classified Support Salaries
		2300	529.28	
		2400	210.96	Clerical & Office Salaries
		Total Labor	14,070.09	

Fund	13	SACS Object	Amount	
		3202	2,012.42	PERS On 2000 Salaries
		3302	829.34	
		3502	7.03	State Unemploy On 2000 Salary
		3602	245.47	Worker'S Comp Ins On 2000 Sal
		Total Contributions	3,094.26	



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 14, 2024
SUBJECT: Approve Revolving Cash Fund Reports (May 2024)

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

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

FUNDING: N/A.

RECOMMENDATION: Approve Revolving Cash Fund Reports (May 2024).

Prepared by: Lori Nelson, Director of Financial Services.

**TUSD
REVOLVING CASH FUND
May 2024**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amou...</u>
05/01/2024	10...	Taqueria Las Coma...	Event date 5/7/24 PO24-02755 01-0000-0-1110-1000-4300-2...	-862.73
TOTAL				-862.73
05/06/2024	10...	Taqueria La Mexicana	PO24-02808 GKES Staff Lu... 01-0000-0-1110-1000-4300-2...	-815.00
TOTAL				-815.00
05/06/2024	10...	TACOS DEL VALLE	PO24-02761 JES Staff Lunch 01-0000-0-1110-1000-4300-2...	-800.00
TOTAL				-800.00
05/06/2024	10...	KTK CO dba Crumbl	PO24-02827 Staff Appreciat... 01-0000-0-1110-1000-4300-2...	-449.00
TOTAL				-449.00
05/08/2024	10...	Taqueria La Mexicana	PO24-00106 Event Date 5/1... 01-0000-0-0000-7150-4300-8...	-723.14
TOTAL				-723.14
05/13/2024	10...	Sacramento Zoo	PO24-02765 5/14/24 Field Tr... 01-0000-0-1110-1000-4300-4...	-430.00
TOTAL				-430.00
05/13/2024	10...	Taqueria La Mexicana	PO24-02752 Grande Feast 5... 01-0000-0-1110-1000-4300-6...	-399.00
TOTAL				-399.00
05/13/2024	10...	Mi Esperanza	PO24-02822 5/17/24 Event b... 01-0000-0-1110-1000-4300-1...	-550.00
TOTAL				-550.00
05/15/2024	10...	CALIFORNIA HIGH...	PO24-00203 Exams A.Alder... 01-0723-0-1110-3600-5800-8... 01-0723-0-5750-3600-5800-8...	-91.20 -136.80
TOTAL				-228.00

06/02/24

TUSD
REVOLVING CASH FUND
May 2024

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Paid Amou...</u>
05/15/20	10...	CALIFORNIA HIGH...	PO24-00203 Exam M.Gonza...	
			01-0723-0-1110-3600-5800-8...	-68.40
			01-0724-0-5750-3600-5800-8...	-102.60
TOTAL				-171.00
05/22/20	10...	San Joaquin County...	REQ24-03024 Field Trip 5/2...	
			01-0000-0-1110-1000-4300-3...	-763.00
TOTAL				-763.00
05/24/20	10...	Taqueria La Mexicana	PO24-00106 5/28/24 Event	
			01-0000-0-0000-7150-4300-8...	-211.10
TOTAL				-211.10



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 13, 2024
SUBJECT: **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 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 2024/25 School Year.

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



2024/2025 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
209 Tracy High Wrestling Booster Club	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
George Kelly Parent Faculty Alliance	<i>Recommended for approval</i>	<i>Current</i>
Hirsch PTO	<i>Recommended for approval</i>	<i>Current</i>
Kimball High Music Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Kimball High PTSA	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Baseball Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Cheer and Dance Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Football Booster Club	<i>Recommended for approval</i>	<i>Current</i>
Tracy High Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
West High Home Field Advantage	<i>Approved</i>	<i>Current</i>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for the 2024-2025 School Year**

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

RATIONALE: Pyramid Educational Consultants provides training and consultation in the areas of classroom structure, behavioral support, and functional communication.

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$125,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account #01-6500-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for the 2024-2025 school year.

Prepared by: Jason Davis, Director of Special Education.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 23 _____ () | | HOURS | | DAYS, under the terms of this agreement at the following location Central, Jacobson, and North Elementary .

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

- a. District shall pay \$ See #1 per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 125,000.00. 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, 2024 _____, and shall terminate on June 30, 2025 _____.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

David Battista Director of Operations

Contractor Signature Title

84-4006457

IRS Identification Number

Director of Operations

Title

Pyramid Educational Consultants, LLC.

Address

350 Churchmans Road Suite B

New Castle DE 19720

Tracy Unified School District

Date

01-6500-0-5770-1110-5800-800-2542

Account Number to be Charged

Special Education Department

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 4, 2024
SUBJECT: Approve Master Contract (MC) for Creative Alternatives, NPS for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Creative Alternatives, Inc. The District's Special Education administration would like to contract with Creative Alternatives Inc. for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$550,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Creative Alternatives, NPS for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 30, 2024
SUBJECT: **Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for the 2024-2025 School Year**

BACKGROUND: Each year, the District is required to submit to the State Department of Education, a Consolidated Application for Funding of Categorical Aid Programs. These programs include both Federal and State-funded programs. Federally funded programs include Title I (Economically Disadvantaged Students), Title II (Professional Development), Title III (English Language Learners). The Consolidated Application indicates the District's desire to participate in these programs, abide by their guidelines, and establish site eligibility for Title I participation. Individual School Plans for Student Achievement (SPSAs) containing specific goals, programs, and budgets are submitted to the School Board each year as an additional part of this approval process. SPSAs were approved at the May 14th, 2024 Board Meeting.

RATIONALE: State law requires local Governing Board approval of the Consolidated Application For Funding. This agenda item supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; District Strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for the 2024-2025 School Year.

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

2024–25 Application for Funding

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

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

By checking this box the LEA certifies that the Local Board has approved the Application for Funding for the listed fiscal year	No
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District English Learner Advisory Committee Review

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

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

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

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

*****Warning*****

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant**

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

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

FUNDING: There is no cost to the District. The District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$102,933. for the period July 1, 2024 to June 30, 2025.

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 3, 2024
SUBJECT: Approve Price Quote for Subscription Fees with ELlevation Education for the 2024-2025 and 2025-2026 School Year

BACKGROUND: During the 2023-2024 academic year, TUSD approved the implementation of the ELlevation platform, integrating all Aeries student data into the system. Additionally, efforts are underway to digitize and upload all monitoring and reclassification forms, as well as parent letters, into ELlevation. The district has initiated training for administrators, site EL coordinators, and district clerks, with plans to extend this training to all teachers at the beginning of the 2024-2025 school year through live sessions held during early release Mondays. Feedback from TUSD staff regarding the ELlevation platform has been overwhelmingly positive. As we continue to develop our expertise with ELlevation, we are committed to maintaining our partnership and leveraging this platform to enhance our educational processes.

RATIONALE: At Tracy Unified School District, our passion lies in fostering a transformative shift in the educational landscape for our Multilingual learners. Through our partnership with Ellevation Education, we aim to provide a comprehensive and supportive environment that empowers these students to excel academically and linguistically. By closely monitoring their progress, we ensure each student's unique journey is acknowledged and guided with personalized attention. This proactive approach enhances language acquisition and boosts their confidence, enabling them to fully participate and thrive in all aspects of our district's educational experience. TUSD's Local Control and Accountability Plan (LCAP) underscores our continued commitment to inclusivity and academic achievement for all students in getting them college and career-ready as well as 21st-century learners. Our growing EL population requires innovative solutions to meet their unique needs and ensure equitable educational outcomes. Ellevation Education is a strategic fit, as it aligns perfectly with our LCAP objectives by offering research-backed strategies and technology-driven tools to elevate the learning experience of EL students. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Funding for the Ellevation platform will come from Title 3 funds. TUSD currently has 3,197 English learners and 1,395 Reclassified students that we must monitor for 4 years. The total cost of the Ellevation platform for the 2024-2025 school year will come to \$57,272.00. This is based on current enrollment numbers if we increase or decrease in English learners the cost may vary.

RECOMMENDATION: Approve Price Quote for Subscription Fees with ELLevation Education for the 2024-2025 & 2025-2026 School Year.

Prepared by: Jose Jimenez, District EL Program Coordinator.

Curriculum Associates, LLC Price Quote - Q-48325

Version: 1

Quote Date: 5/22/2024

Quote Expiration Date: 7/31/2024

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC
Representative: Jeff Jimenez
Email: jeff.jimenez@ellevationeducation.com
Phone: 617-307-5755
Address: 153 Rangeway Road,
North Billerica, MA 01862
Start Date: 2/1/2025

Customer: Tracy Unified School District, CA
Contact Name: Jose Jimenez
Email: jjimenez@tusd.net
Phone: 2093737207
Address: 1875 W Lowell Ave,
Tracy, CA 95376
End Date: 1/31/2026

Subscription Fees

Product	Quantity	Unit Price	Total Fees
2024 - Ellevation CA	3,198	\$14.00	\$44,772.00
Subscription Total:			\$44,772.00

Services Fees

Product	Quantity	Unit Price	Training Product	Total Fees
Online Webinar Training - 1 Hr (Strategies)	10	\$1,250.00	Strategies	\$12,500.00
Services Total:				\$12,500.00

Total Investment - Q-48325

Grand Total:	\$57,272.00
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Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 12

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: jeff.jimenez@ellevationeducation.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Behaviorist Services in the 2024-2025 School Year**

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

RATIONALE: Duncan Russell Community Day School qualifies for Comprehensive Support and Improvement (CSI) under the new accountability system with the CAASPP Indicator subgroup data for suspension. The responses to needs assessment reveals there is a high interest in continued multi-tiered behavioral and mental health services. F.A.C.E.S is a company who are a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. They will provide one behaviorist technician, 183 days, 7.5 hours daily at Duncan Russell Community Day School for the 2024-2025 school year. They will provide services that include mentorship, career readiness transition support, behavior supports and positive development of social skills, restorative practices, grief and loss groups, addiction, and trauma counseling to assist students overcome behavior challenges. This aligns with Strategic Goals #2 of our SPSA's to provide a safe and equitable learning environment for all students and staff.

FUNDING: The cost, not to exceed \$130,000.00, will be paid from Comprehensive Support and Improvement (CSI) Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Behaviorist Services for the 2024-2025 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 campus behaviorist to put into classes to assist student behaviors in the classroom and school campus setting. The behaviorist will provide 7.5 hours of services daily. Services will include mentorship, restorative practices, behavior support, positive developments of social skills, and SEL groups.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 183 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Duncan Russell Community.

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

- a. District shall pay \$ 90.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 130,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 29, 2024, and shall terminate on May 29, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

	CEO
Contractor Signature	Title
Joshua Brown	
IRS Identification Number	
830818579	
Title	
Founder / CEO	
Address	
401 East Main Street	
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. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Contract Service Agreement with Faith in Action Community Education Services (F.A.C.E.S.) for Mental Health Counselors, Board Certified Behavior Analyst (BCBA), Registered Behavior Technician (RBT), Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Certified Occupational Therapist Assistant (COTA), Academic Tutors for the 2024-2025 School Year**

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. There is no cap on the number of students they can service. They will provide group therapy services that include grief and loss groups, addiction groups, social anxiety groups, and boys' groups. As well as students who are failing academically and trauma counseling for English language learners. This aligns with Strategic Goal #2 Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$700,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542

RECOMMENDATION: Approve Contract Service Agreement with Faith in Action Community Education Services (F.A.C.E.S.) for Mental Health Counselors, Board Certified Behavior Analyst (BCBA), Registered Behavior Technician (RBT), Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Certified Occupational Therapist Assistant (COTA), Academic Tutors for the 2024-2025 School Year.

PREPARED BY: Jason Davis, Director of Special Education.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide staffing for mental health services and therapy which includes grief/loss groups, addiction groups, social anxiety groups and boys groups. They will work with students failing academically, provide trauma counseling to English language learners and work with identified students who need help with transition of any kind. Services will not be limited to a specific number as long as the caseload is within capacity of therapists.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 () [| HOURS | | DAYS, under the terms of this agreement at the following location District Wide.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 90.00 - \$140.00(SLPA) per | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 700,000.00. 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, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Assoc. Supt of Ed Services
DATE: June 3, 2024
SUBJECT: Approve the Annual District Title III Plan for the 2023-2024 School Year

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

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

RATIONALE: In combination with the LCAP and the Consolidated Application, and with the approval of this Title III Plan, Tracy Unified School District will have met the Title III Plan requirements of ESSA of the Federal Local Education Agency Plan Requirements. The Title III Plan must be approved by the Local Governing Board. The Annual District Title III Plan is included here under separate cover for review. This Agenda Item supports District Strategic Goals #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

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

Prepared by: Jose Jimenez, English Language Program Coordinator.

Annual Title III Local Plan Update Template

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

LEA Name: Tracy Unified School District

CDS Code: 39754990000000

Fiscal Year: 2024-2025

Plan to Provide Services for English Learner (EL) Students

Please summarize information from district-operated programs and provide descriptions of how the LEA is meeting or plans to meet each requirement.

How will the LEA:

Persons Involved/Timeline
(Optional)

Provide effective professional development.

TUSD is committed to enhancing instructional practices for ELD teachers. This year, we are focusing on Interactive Read Aloud and Text Reconstruction/Deconstruction techniques.

Additionally, the English learner program coordinator in collaboration with our STEM department, our TUSD Instructional Leadership Teams (ILT) and teachers will receive key instructional strategies. These include Power Task “Which One Does Not Belong?”, Student-Created Success Criteria, Choice Board, Notice & Wonder “This Reminds Me Of”, Identify & Interpret, Crosscutting Concept Question Starters, Academic Language Supports, Reading for Understanding “Text Reconstruction/Deconstruction”, and Science & Number Talks.

TUSD is partnering with the San Joaquin County Office of Education to support our ELD steering committee. The ELD steering committee is developing lesson plans for grades 3-12, in Integrated & Designated ELD and the use of Text Reconstruction/Deconstruction approaches.

Upon completion, administrators and classroom teachers will receive the necessary materials, comprehensive training, and dedicated planning time. This will enable teachers to implement these high-leverage literacy strategies in their classroom.

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- TUSD is dedicated to supporting ELD teachers through targeted professional development. ELD teachers will have the opportunity to be trained on administering the Interim and Practiced ELPAC assessment.

This training will focus on making connections between the ELPAC Task Types and classroom instruction. By doing so, teachers can better support students in developing the four domains of the ELPAC assessment which are speaking, listening, reading, and writing.

Teachers will be able to see students reports from Interim assessment in the California Educators Reporting System (CERS). Using the CERS data teachers will be able to re-teach concepts students did not comprehend and measure student growth in the four domains.

- TUSD is offering voluntary after-school meetings for ELD teachers in grades 6-12 as part of our professional development. The ELD networking meetings cover a range of topics designed to assist teachers in supporting their English learners. Topics include Study Sync and EL resources, Interim and Practice ELPAC assessment, Text Reconstruction & Deconstruction techniques.

Additionally, sessions will explore the use of Artificial Intelligence and Microsoft products as valuable resource for EL instruction. These meetings provide a collaborative space for teachers to share insights and strategies, enhancing their ability to support English

How will the LEA:	Persons Involved/Timeline (Optional)
<p>learners effectively. By participating, educators can stay informed about the latest tools and techniques in ELD instruction.</p> <ul style="list-style-type: none"> • TUSD will enhance our EL para-educators through targeted professional development. This year, we will provide training on CA ELD standards and instructional strategies specifically designed to support English learners and EL specific intervention. We have a partnership with the San Joaquin County Office of Education to offer part 2 of the para-educator institute next year. Our TUSD para-educators have already completed part 1, which consist of 5-three-hour session. This ongoing training aims to further develop the expertise of our para-educators, equipping them with the necessary tools to better support our English learners. • TUSD has invested in the ELLevation platform to streamline and enhance our EL monitoring, reclassification, and reporting processes. This digital tool will enable TUSD staff to efficiently review and manage information on newcomers, English learners, Long-Term English learners, and dually identified EL students. By utilizing ELLevation, we aim to improve data accessibility and accuracy, ensuring that our educators have the information they need to support each student's unique learning journey. This platform will digitize our current practice of paper reports bring our district into the digital future. • TUSD is offering administrators, teacher coaches, and classroom teachers the opportunity to attend the San Joaquin County of Education ELD Standards Institute. This institute is designed to deepen staff members' knowledge and improve their implementation of ELD standards in classroom instruction. By participating in this institute, our educators will gain valuable insights and strategies to better support English learners. This professional development opportunity underscores our commitment to enhancing the quality of education and ensuring all students succeed. • The annual California Association of Bilingual Education (CABE) conference offers valuable professional development opportunities for our teachers, paraeducators, parent liaisons, parents/guardians, and administrators. Attendees will have the chance to learn about biliteracy, dual-language programs, effective strategies, and methods for improving EL student achievement. Participation in CABE's conference helps our staff and community members stay informed about the latest research and practices in bilingual education. This commitment to ongoing learning supports our goals of enhancing educational outcomes for all English learners in our district. 	

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How will the LEA:	Persons Involved/Timeline (Optional)
<p>Implement effective programs and activities</p> <p>TUSD will continue to use Title III funds to finance a partial District EL Program Coordinator to provide additional services to English learner students and parents. This role will include parent educational nights to review effective strategies for supporting ELs in developing academic language, understanding reclassification criteria, practicing ELPAC task types, and analyzing EL data for the schools.</p> <p>The EL Coordinator will also offer coaching to teachers, para-educators, and site administrators at schools with high EL populations. Acting as a liaison between Tracy Unified School District and San Joaquin County Office of Education, the EL Coordinator will enhance programs for newcomers and Long-Term English Learners (LTELs).</p> <p>The EL Coordinator will oversee the continued implementation of the ELlevation platform in TUSD, providing ongoing training for administrators, EL coordinators, and teachers. Additionally, the EL Coordinator will plan, develop, and manage the district's summer school EL academy for all newcomers to the district. Leading our DLI steering committee, the EL Coordinator aims to establish a DLI academy in TUSD.</p> <p>The district will also continue to fund a Long-Term English Learner Counselor to provide supplemental support and resources to EL students and families. This includes monthly language and academic goal setting, data chats, collaboration with teachers and site counselors to address LTEL student needs, and assistance with the school resources related to language proficiency, A-G requirements, and high school graduation.</p> <p>Furthermore, the LTEL Counselor and EL Program Coordinator will offer workshops for students and parents, focusing on bringing awareness of language development for Long Term English Learner students. The LTEL Counselor will also begin working with students and families "at risk" of becoming LTELs to prevent Long Term English learners. The LTEL Counselor holds individual meetings with all fifth grade English Learner students and their parent/guardian to discuss EL status, ELPAC, and services provided at the middle school level. The LTEL counselor presents at Preschool Family meetings to educate families about the English Learner identification process, Initial ELPAC test, and EL services.</p>	

How will the LEA:	Persons Involved/Timeline (Optional)
<p>Ensure English proficiency and academic achievement</p> <p>School sites are held accountable for ensuring English learners make progress in English language acquisitions. To achieve this, they administer common Summative Grade Level Unit Assessments in English Language Arts to all students. Additionally, a diagnostic assessment is conducted three times per year at each school to monitor EL students' progress.</p> <p>TUSD also utilizes the California Summative ELPAC assessment scores along with local data to evaluate student reclassification eligibility and progress. Data report analysis includes performance of all students, with specific disaggregated reports for English learners. Site teams review grade level standards unit assessment data reports in ELA SBAC and ELPAC data.</p> <p>Teachers and administrators analyze this data in grade levels, departments, and Professional Learning Communities (PLCs) during the districts' early release days. These teams discuss student progress on grade level standards, school plan goals for student achievement, and address any achievement gaps.</p> <p>Student data is entered into our SIS system and reported in the ELLevation platform. Site EL coordinators and teachers complete all district monitoring forms for EL and RFEP students digitally on ELLevation. Students scoring a 4 on their summative ELPAC assessment are eligible for reclassification if they meet all the state criteria.</p> <p>Site administrators and site EL coordinators implement the Tracy Unified School District EL Master Plan, which outlines tasks and timelines for EL program placement, reclassification, monitoring, and accountability. The English Learner Program Coordinator meets monthly with site EL coordinators to review student identification, assessment, monitoring, and reclassification throughout the school year.</p>	
<p>Promote parent, family, and community engagement in the education of English learners</p> <p>TUSD uses Title III funds to offer EL parents the opportunity to participate in the California Association of Bilingual Education (CABE) annual conference and workshops. Additionally, based on the districts needs assessment and parent request, TUSD provides the following parent nights at school site and meetings at the district for EL parents on the following topics:</p> <ul style="list-style-type: none"> • ELPAC information and student present levels • EL Reclassification process • Mental Health Family Workshops • Graduation credit requirements. 	

Other Authorized Activities

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

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

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

Plan to Provide Services for Immigrant Students

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

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

Describe all authorized activities chosen by LEA relating to: Enhanced instructional opportunities for immigrant children and youth.	Persons Involved/Timeline (Optional)
<p>∞</p> <p>TUSD will use Title III funds to provide a Summer English Learner Academy for newcomer immigrant English Learner students. This academy aims to provide additional support in language acquisition, helping these students improve their social and academic English skills and integrate more effectively into the school environment.</p>	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2024
SUBJECT: **Approve Agreement for Special Contract Services with the California History Social Studies Project at UC Davis to provide Ethnic Studies Training for Teachers during the 2024-2025 School Year**

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

The graduating class of 2029-30 will be the first to be required to take this course for graduation. Tracy Unified School District must implement this course during or before the 2026-27 school year. In 2022-23, TUSD designed the course outline for a course approval to be submitted in 2023-24 as an elective for the 2024-25 school year. In 2024-25, the UC Davis consultants will continue to support the development of the elective course during implementation, train teachers interested in teaching the course, and giving technical support to the District in creating the Ethnic Studies Advisory Committee.

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

This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social,

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

FUNDING: The cost for this training will not exceed \$101,000 and will be paid by the LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with the California History Social Studies Project at UC Davis to provide Ethnic Studies Training for Teachers during the 2024-2025 School Year.

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

UNIVERSITY SERVICES AGREEMENT
(Tracy Unified School District)

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

RECITALS

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

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

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

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

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

TERMS AND CONDITIONS

1. Services. The Facility shall provide professional learning programming with a focus on , as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence.
2. Priority of University work. University work always has priority over work to be performed for non-University users.
3. Term. The term of this agreement shall be from the date of the last signature through 6/30/25
4. Payment. Fees for services by Facility shall be based upon Facility's most recent approved rates of \$1,000.00/hr. as more fully described in "Exhibit A". The total cost of services shall not exceed \$101,000.00. Facility will provide Sponsor 30 days' written notice of any proposed rate change and an option to amend or terminate the agreement. Sponsor shall pay for services within 30 days of Sponsor's receipt

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

5. Indemnification and Insurance. The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.
 - 5.1. Evidence of Insurance. Upon University's request, Sponsor shall provide University written evidence of Sponsor's insurance coverage relevant to the presence or activity of Sponsor, its officers, agents, and employees while in, on or about University property. In the event Sponsor's coverage is not acceptable to University, University shall have the right to immediately suspend services. If Sponsor fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
 - 5.2. Patent Infringement. Sponsor shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from Sponsor's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.
6. Non-Liability of University.
 - 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against Sponsor by any third party, or consequential damages.
 - 6.2. Delay/Desired Result. University shall incur no liability to Sponsor or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
 - 6.3. Property Damage. University shall incur no liability to Sponsor or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by Sponsor or delivered to University by Sponsor in connection with this agreement. Sponsor accepts all liability for risk of loss to any and all such property.
 - 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by Sponsor.
7. Confidential Information. During the course of this agreement, Sponsor may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, Sponsor shall submit confirmation in writing within five days of such disclosure.

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

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

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

UNIVERSITY Steven Kobayashi Business & Revenue Contracts University of California, Davis One Shields Avenue Davis, CA 95616 E-mail: stkobayashi@ucdavis.edu	SPONSOR Tracy Unified School District Debrar Schneider Director, Instructional Media Services and Curriculum <u>Click or tap here to enter text.</u> E-mail: dschneider@tusd.net
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 - 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Dominique Williams Project University of California One Shields Avenue Davis, CA 95616	Telephone: California History SS E-mail: dawilliams@ucdavis.edu
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14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, representative, or sponsor of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.
17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.

The History Project

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

AGREED:

TRACY USD

By: _____
(authorized signature)

Print name: _____

Title: _____

Date: _____

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

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

Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=Regents of the
University of California, ou=Procurement &
Contracting Services,
email=s.kobayashi@ucdavis.edu, c=US
Date: 2024.06.05 18:16:56 -0700

Date: June 5, 2024

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

Services:

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

1. Course Outline Support

- A. This program will include the following elements:
 - initial unit mapping
 - first day of school and first unit activities
 - identifying and listing assignments
- B. Details/ Schedule/ Hours
 - 6 hours
 - Virtually and/or during “buy back” days
 - Not to exceed 6 hours of meeting time
- C. Cost
 - Not to exceed \$6,000

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

- A. This program will include the following elements:
 - further mapping the Introduction to Ethnic Studies Course outline
 - supporting additional Ethnic Studies course articulation
 - compiling multimedia and supplemental resources
 - determining assignments and assessments
 - facilitated support for identifying assessment and grading priorities
 - community-building activities for the Ethnic Studies Development Team which can also be implemented in the classroom
- B. Details/ Schedule/ Hours
 - 10 six-hour days
 - approximately monthly
 - Not to exceed 60 hours of meeting time
- C. Cost
 - Not to exceed \$60,000

3. Technical support for Ethnic Studies Advisory Committee

- A. This technical support will include:
 - identifying partners for technical support
 - connect local scholars to Tracy USD teachers
 - identifying community resources for Ethnic Studies
 - support for convening meetings of teachers, families, and community members
 - presentation support for Ethnic Studies communications
- B. Details/ Schedule/ Hours
 - CHSSP will identify scholars in the field for support
 - 35 hours
- C. Cost

- Not to exceed \$35,000

Contract Period: Jul 1, 2024- June 30, 2025

Total Cost: \$101,000 (101 hours @ \$1000/hour Professional Learning Rate)

Logistics

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

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

Services:

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

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- Not to exceed 6 hours of meeting time

C. Cost

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- further mapping the Introduction to Ethnic Studies Course outline
- supporting additional Ethnic Studies course articulation
- compiling multimedia and supplemental resources
- determining assignments and assessments
- facilitated support for identifying assessment and grading priorities
- community-building activities for the Ethnic Studies Development Team which can also be implemented in the classroom

B. Details/ Schedule/ Hours

- 10 six-hour days
- approximately monthly
- Not to exceed 60 hours of meeting time

C. Cost

- Not to exceed \$60,000

3. Technical support for Ethnic Studies Advisory Committee

A. This technical support will include:

- identifying partners for technical support
- connect local scholars to Tracy USD teachers
- identifying community resources for Ethnic Studies
- support for convening meetings of teachers, families, and community members
- presentation support for Ethnic Studies communications

B. Details/ Schedule/ Hours

- CHSSP will identify scholars in the field for support
- 35 hours

C. Cost

■ Not to exceed \$35,000

Contract Period: Jul 1, 2024- June 30, 2025

Total Cost: \$101,000 (100 hours @ \$1000/hour Professional Learning Rate)

Logistics

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The California History-Social Studies Project (CHSSP), University of California, Davis, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide support for Ethnic Studies course instructors and the Course Development Team to continue mapping the course content and pedagogy and determine the most effective instructional resources and assessments; provide support in first year of elective course implementation; and provide technical assistance in creating the Ethnic Studies Advisory Committee.

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 101 () [] HOURS [] DAYS, under the terms of this agreement at the following location DSC/IMG.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 1000.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 101,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 101,000 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 29, 2024, 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, Sally Soberanes, at (209) 830-3252 x 1353 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [X] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Steven Kobayashi

Digitally signed by Steven Kobayashi
DN: cn=Steven Kobayashi, o=People of the City of San Jose, ou=Procurement & Contracting Services, email=skobayashi@sjed.net, c=US
Date: 2014.06.05 15:12:52 -07'07'

Contractor Signature Title
 Steven Kobayashi

 IRS Identification Number
 94-6036494

 Title
 Associate Director

 Address
 One Shields Avenue

 Davis, CA 95616

Tracy Unified School District

 Date

 Account Number to be Charged

 Department/Site Approval

 Budget Approval

 Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School during the 2024-2025 School Year**

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Kimball High School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay \$14,500 for the nine-week parent class, not to exceed \$14,500. The cost of the program will be paid by District ELOG Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School during the 2024-2025 School Year.

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



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: William Maslyar, School Principal
From: Gabriela Rios, Executive Director
Date: April 22, 2024

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

RECITALS

Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12 Program (FE)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school’s leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

- A. Time of Class: Morning ___ Evening ___ 6:00pm ___
- B. Type of Class: Virtual (V) ____, Hybrid (H) ___ ____, In-Person (P) ___
Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.
- C. Virtual and Hybrid Services: For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

Session Dates:
August 28, 2024 - November 30, 2024

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

- D. Compensation: a flat fee of \$14,500.00 for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- E. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: TBD

School funding: District LCFF

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

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

I accept these services at **Kimball High School** under the terms and conditions noted.

W. Maslyar

 William Maslyar, School Principal

5/3/24

 Date

Parent Institute Representative: Gabriela Rios

 Gabriela Rios, Executive Director, PIQE

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: This is an 8 week parent class designed to develop skills and techniques to empower parents to address the educational needs of their children. PIQE will recruit parents and guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question & Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend 4 or more sessions. Virtual and Hybrid Services. For virtual services, PIQE will support families on the Zoom platform.

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

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

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

- a. District shall pay \$ 14,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 14,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ 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 28, 2024, and shall terminate on November 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, William Maslyar, at (209) 832-6600 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

330259359

IRS Identification Number

Executive Director

Title

3641 Mitchell Rd Suite H

Address

Ceres CA 95307

ED

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Bills Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 31, 2024
SUBJECT: **Approve Agreement for Monte Vista Sixth Grade Students and Supervisors to attend Science Camp at Exploring New Horizons Camp October 28, 2024 to October 31, 2024**

BACKGROUND: The Monte Vista Sixth Grade class and teachers will travel to Exploring New Horizons Camp for Science Camp.

RATIONALE: Science Camp provides students with the opportunity to learn about science in a relevant and engaging atmosphere. This aligns with 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). This aligns perfectly to the district emphasis on STEM education.

FUNDING: Lodging costs will be approximately \$225 per student. This trip is funded using District Science Camp funds (ELOP) of \$210 per student with additional personal funds/fundraising per child to cover the unpaid balance and transportation fees.

RECOMMENDATION: Approve Agreement for Monte Vista Sixth Grade Students and Supervisors to attend Science Camp at Exploring New Horizons Camp October 28, 2024 to October 31, 2024.

Prepared by: Barbara Silver, Principal, Monte Vista 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 Exploring New Horizons Science Camp, 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 Food, Lodging, and Science Program to Monte Vista students October 28, 2024 - October 31, 2024 for \$34,650, broken down as follows: 140 students X \$225 = \$31,500; 14 chaperones X \$225 = \$3,150; 3 teachers X \$0 = \$0

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 4 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Exploring New Horizons Camp.

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

- a. District shall pay \$34,650 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$34,650. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on October 28, 2024, and shall terminate on October 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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

EXPLORING NEW HORIZONS PROGRAM SERVICE AGREEMENT (Sempervirens)

THIS AGREEMENT (the "Agreement") is entered into as of 05/29/2024 between **EXPLORING NEW HORIZONS**, a California nonprofit public benefit corporation ("ENH"), and Monte Vista Middle School, a California School (the "School"). ENH and the School are collectively referred to herein as the "Parties."

Background

ENH is a California nonprofit organization dedicated to engaging school groups in outdoor education programs that empower students, build environmental literacy, and strengthen school communities. The proprietary methodologies and materials used and shared by ENH in working with its clients reflect years of development. The School wishes to obtain services from ENH on the basis set out in this Agreement.

WHEREAS ENH is exempt from federal income tax under Internal Revenue Code Section 501(c)(3) and corresponding provisions of state law; WHEREAS, the charitable purposes of ENH include conducting outdoor education for school children as part of their regular school education curriculum; and WHEREAS, ENH's provision of services to the School pursuant to this Agreement will fall within the scope of ENH's charitable purposes; NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Services

1.1. Term

Subject to the terms and conditions set forth in this Agreement, ENH shall provide on behalf of the School one 4-Day Outdoor Education Program(s) (the "Program"), to be conducted at the Sempervirens Campus of ENH at 3100 Bean Creek Road, Scotts Valley, California (the "Program Location") during the period of 10/28/2024-10/31/2024 (the "Term").

1.2. Participants

For the purposes of this Agreement, any student, cabin leader, chaperone, teacher, or school or district employee shall be considered a Participant.

1.2.i. Number of Students per Program = 140

Minimum number of students per Program (90% of estimated students listed in 1.2.i.) = 126

Classroom teachers per Program (minimum 1 per Program) = 3

Cabin Leaders per Program (minimum 1 per every 10 students) = 14

1.2.ii. Adult Participants, including Teachers, Cabin Leaders, Chaperones and Visiting School Staff

- 1.2.ii.1. All Teachers, administrators, or other school staff must abide by the policies and procedures described in the Teacher Handbook.
- 1.2.ii.2. All Cabin Leaders and Chaperones must abide by the policies and procedures described in the Cabin Leader Handbook. ENH may remove any Cabin Leader from the Program who is not fulfilling the obligations outlined in the Handbook. ENH shall not be responsible for transporting such Cabin Leaders from the Program Location in the event of removal from the Program. The School shall not be entitled to any refund of any portion of the Fee for any Cabin Leader who leaves the Program.
- 1.2.ii.3. **It is the responsibility of the School to recruit and transport all cabin leaders or parent chaperones to the Program.** Schools may bring adult Cabin Leaders or may elect to bring high school Cabin Leaders.
- 1.2.ii.4. Cabin Leaders are required to remain onsite for the duration of the trip. Cabin Leaders are responsible for student welfare for the duration of the trip, including during recreation/transition times and at night. Cabin Leaders will stay in the cabins with students.
- 1.2.ii.5. It is the School's responsibility to ensure Cabin Leaders have appropriate criminal background checks as required by law prior to the trip. ENH may request a list of Cabin Leaders, clearance dates, and any other pertinent information.

1.2.iii. Student/Minor Participants

- 1.2.iii.1. ENH may remove any student from the Program who, in ENH's sole discretion, creates a significant disciplinary problem for the Program staff or who otherwise disrupts the Program. ENH shall not be responsible for transporting such students from the Program Location in the event of removal from the Program. The School shall not be entitled to any refund of any portion of the Fee for any student who leaves the Program for disciplinary reasons.

1.3. Participant Medical Forms and Waivers

Prior to the beginning of the Term, the School shall cause the Participant, or a parental guardian thereof, to sign a waiver with respect to such participation and shall cause each executed waiver to be delivered to ENH prior to the commencement of the Program. No Participant shall be enrolled or allowed to participate in the Program without first providing such executed waiver to ENH. This requirement applies to all persons, including students, school and district staff, and cabin leaders.

1.4. Activities and Materials

ENH shall organize and conduct the outdoor educational activities and provide all materials and supplies required to implement the Program.

1.5. Pre-Program Orientation

Prior to the commencement of the Term, ENH shall provide:

- 1.5.i. **Teacher Meeting:** Conduct an online teacher meeting with the School's classroom teachers at times mutually acceptable to the Parties to answer any questions and discuss required documents.

- 1.5.ii. Parent Presentation: Provide the School with the link to an online narrated orientation slideshow, including a FAQ section and ENH contact email and phone so parents/guardians may contact us directly with questions. The School's classroom teachers will share this link with the parents/guardians of the participating students, so parents can watch it at any time and contact ENH with any questions.
- 1.5.iii. Student Presentation: Provide the School with the link to a student presentation that the School's classroom teachers will run themselves to orient their students.

1.6. Room and Board

ENH shall provide for the duration of the Term housing and meals for all Participants whose numbers are estimated in Section 1.2.i.

1.7. Transportation

- 1.7.i. The School shall be responsible for arranging transportation to and from the Program Location. This includes transportation for all Participants.
- 1.7.ii. ENH shall provide a vehicle to transport materials and supplies as required by the Program and to serve as an on-site non-emergency vehicle. In the event of a non-emergency medical situation, an ENH staff member will accompany the classroom teacher and student to the hospital.
- 1.7.iii. If the School requires assistance coordinating traveling to and from our second day Program Location, ENH can on behalf of the School organize transportation with our verified school transportation vendor. All costs incurred will be the responsibility of the School and will be invoiced.

2. Compensation

2.1. Payment

ENH shall receive compensation for services rendered under this Agreement in accordance with the rates of services set forth in Section 2.2.

2.2. Rates

The following rates apply:

Students	<u>140</u>	x	\$ <u>225</u>	=	\$ <u>31,500</u>
Chaperones	<u>14</u>	x	\$ <u>225</u>	=	\$ <u>3,150</u>
Teachers	<u>3</u>	x	\$ <u>0</u>	=	\$ <u>0</u>
Total					\$ <u>34,650</u>

2.3. Maximum Number of Teachers

A maximum of two teachers may attend free of charge. If more than two teachers attend, then additional teachers will be charged at the chaperone rate and chaperone duties may be assigned.

2.4. Exclusive Use

ENH requires a minimum of 180 Participants (160 students, 16 chaperones, and 4 teachers) for exclusive Program use. If the School brings fewer than the minimum and requests exclusive use, the school will be charged for the minimum.

2.5. Payment Schedule

- 1.1.i. A minimum of 90% of Student Fees & 100% of Chaperone Fees are due no later than **30 days before the School attends.**
- 1.1.ii. The remaining balance due for Students and Chaperones in attendance is due no later than **15 days after the Program ends.**
- 1.1.iii. The School shall remit all payments to:

**Exploring New Horizons
101 Cooper Street
Santa Cruz, CA 95060**

2.6. Default

If the School fails to make any payment pursuant to Section 2 within ten (10) days after the date on which such payment was due, ENH may in its discretion (a) continue to conduct the Program, in which case ENH shall have the right to enforce all its rights and remedies granted by this Agreement, including, without limitation, the right to collect the Fee, or (b) cancel or suspend the Program, in which case ENH shall be entitled to recover from the School any amount necessary to compensate ENH for all detriment proximately caused by the School's failure to perform its obligations under this Agreement, including without limitation the amount ENH would have earned by providing services to another organization or organizations during the Term. At ENH's discretion, unpaid installments of the Fee under the terms of this Agreement may bear interest from the date due at the maximum rate then allowable by law. ENH's remedies are not exclusive and are cumulative with any other remedies allowed by law.

3. Alternate Sites

In the event that the Program Location becomes unavailable due to circumstances beyond ENH's control, including, but not limited to, natural disasters, loss of lease, and eminent domain proceedings, ENH reserves the right to provide an alternate site location with the same or similar services, for the same dates, and at the same price. If ENH is not able to offer an alternate site location with the same or similar services, for the same dates, and at the same price, ENH will make every effort to offer the School alternate dates, services, and/or pricing at another location and come to an agreement with the school on the alternate offer. The School may elect to accept the alternate offer or terminate this Agreement. In the event the School elects to terminate the Agreement, all funds will be returned by ENH to the School.

4. Representations and Warranties

Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of its state of incorporation, (ii) it has the legal right, power, and authority to execute, deliver, and perform its obligations under this Agreement, and (iii) all approvals requisite to the valid and binding execution, delivery, and performance

of this Agreement by such Party have already been obtained and are in full force and effect.

5. Relationship

5.1. Independent Entities

ENH is an independent organization and is solely responsible for performing the Services. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither the School nor ENH have the power or authority to bind or obligate the other to a third party or commitment in any manner. ENH and the School will each have sole responsibility for its own employees and for the planning, management, and implementation of its own activities relating to the Services. The School shall not have any right to direct or control the Program or the means, manner, or details by which ENH provides the Services. ENH may, in its sole discretion, supervise chaperones, its staff, and other employees or agents as it deems necessary or convenient to perform the Services.

5.2. External Communication

ENH may, subject to Section 6 of this Agreement, identify the School, or its district, as a client or "school partner" in internal and external communications, including, but not limited to, on ENH's website and in ENH's outreach materials. Subject to Section 6, ENH and the School, or its district, may issue press releases and other public statements relating to the Program, including, but not limited to, reporting Program results or outcomes in accordance with Section 6.

5.3. ENH Relationships with Other Schools

The School acknowledges that ENH provides outdoor education services at the Program Location and other locations, that such services are similar to the services that ENH will provide under this Agreement, and that nothing in this Agreement shall be deemed to restrict or prohibit ENH from providing services to other organizations that are the same as or similar to the Services described herein.

6. Confidential Information

6.1. Non-Disclosure

Neither ENH nor the School will disclose to any third party any confidential or proprietary information, including, without limitation, employee and student data, budget and other financial data, product plans and strategies, technical data and research, know-how, and other information which the disclosing party considers to be confidential ("Confidential Information"), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other party. For clarity, the School's name and general information about the scope of Services are not considered Confidential Information.

6.2. Exceptions

Notwithstanding the provisions of Section 6.1, Confidential Information will not include information (i) already known to the receiving party (without improper conduct or breach of an obligation) prior to disclosure to the receiving party by the disclosing party, as established by documentary evidence; (ii) entered into the public domain through no

breach of this Agreement or other wrongful act of the receiving party; (iii) rightfully received by the receiving party from a third party without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) approved for release by written authorization of the owner of the Confidential Information; or (v) independently developed by a party without access to the Confidential Information of the other party.

7. Insurance and Indemnification

7.1. Insurance

ENH shall maintain appropriate coverage for its Program activities under this Agreement and provide accident and health coverage for all Participants. The School shall maintain such general liability insurance as the School is required by law to maintain and shall include ENH as additional insured on such policy. Upon request of either Party, the other Party shall provide certificates of such insurance.

7.2. Indemnification

ENH and the School, or its district, will each defend, indemnify, and hold the other and the other's directors, officers, employees, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including, but not limited to, reasonable attorneys' fees and expenses, resulting from its own performance of activities under or breach of this Agreement. Neither Client nor District will have any obligation to indemnify the other to the extent the liability is caused by the other's gross negligence or willful misconduct.

7.3. Limitation of Liability

Neither ENH nor the School, or its district, will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages.

8. Cancellation

- 8.1.** In the event the School cancels its participation in the Program more than **120** days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation. ENH shall refund all amounts paid by the School to ENH under this Agreement, less a cancellation fee of fifty percent (50%) of the Fee, calculated as set forth in Section 2 above.
- 8.2.** In the event the School cancels its participation in the Program less than **120** days prior to the beginning of the Term, the School shall promptly notify ENH in writing of such cancellation and shall pay to ENH at the time of such notice of cancellation the sum of ninety percent (90%) of the Fee, calculated as set forth in Section 2 above. The School may offset against the Cancellation Amount any payments already made by the School to ENH.
- 8.3.** For purposes of calculating the Cancellation Amount, the Fee shall be determined based on the minimum number of students set forth in Section 2.
- 8.4.** If ENH is unable to perform the Services due to unavoidable causes such as fire damage to the Program Location or other loss of facilities prior to the beginning of the Term, ENH

shall notify the School and shall refund all portions of the Fee previously deposited by the School to ENH. If such damage or loss of facilities occurs at any point during the Term such that ENH is unable to continue conducting the Program, ENH shall notify the School, and the School shall be responsible for paying only the amount of the Fee proportionate to the period of the Term during which ENH actually provided the Services.

9. General Provisions

9.1. Entire Agreement; Amendments

This Agreement shall supersede any prior oral or written understandings or communications between the Parties and constitutes the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both Parties hereto.

9.2. Severability; Waiver

The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision hereof.

The failure of either Party to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

9.3. Compliance with Law

ENH and the School will comply with applicable law, including, but not limited to, laws relating to student safety, data collection, security, use, disclosure, and privacy. ENH will comply with Equal Employment Opportunity laws and not discriminate against any employee or applicant on the basis of race, color, religion, sex, sexual orientation, disability, or national origin.

9.4. Assignment

This Agreement shall not be assignable by either Party without the prior written consent of the other Party.

9.5. Notices

Notices, requests, waivers, approvals, consents, demands, and other communications under this Agreement must be in writing and delivered to the School and ENH by mail, courier, fax, or email to the lead contact persons identified below.

If to the School:

School: _____

Address: _____

Administrator: _____

Name	Phone	Email
------	-------	-------

Billing Contact: _____

Name	Phone	Email
------	-------	-------

If to ENH:
Exploring New Horizons
Joshua Lanam, Executive Director
101 Cooper Street, Santa Cruz, California 95060
josh@exploringnewhorizons.org, (831) 200-8998

9.6. Force Majeure

Neither party will be required to perform or be held liable for failure to perform if, beyond the control of either party, nonperformance is caused by destruction, material damage, or other unavailability of facilities at training sites; strikes or other labor disputes; national emergency, acts of God, the elements, power failures, computer system hacking, or software or hardware failures; or any other causes beyond the control of the party unable to perform. The non-performing party will notify the other of such problems and will use reasonable efforts to address the problem and carry out its obligations.

9.7. Arbitration

The Parties agree that, with respect to all controversies, claims, disputes or counterclaims arising out of or relating to this Agreement, the Services or the Program, whether it involves a disagreement about the meaning, interpretation, application, or validity of this Agreement, and whether based on statute, tort, contract, common law, or otherwise (a "Dispute"), to attempt to resolve the Dispute by good faith negotiation. If the Parties are unable to resolve the Dispute by good faith negotiation, either Party may refer the matter to binding arbitration. The arbitration shall take place in the County of Santa Cruz, State of California in accordance with the rules of the American Arbitration Association then in effect. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

9.8. Attorneys' Fees

If either party commences an action against the other party arising out of or in connection with this Agreement, or for interpretation of any of its provisions, including without limitation an arbitration pursuant to Section 9.6, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and court costs, from the other party.

9.9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. The School and ENH consent to the exclusive jurisdiction of the state and federal courts for Santa Cruz, California.

9.10. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXPLORING NEW HORIZONS
A California non-profit Corporation

A California School

Name: Joshua L. Lanam

Name: Barbara Silver

By:  04D50A0631DA4E8...

By: _____

Title: Executive Director

Title: _____

Date: 5/30/2024

Date: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: **Approve Agreement for Contract Services between FACES and Monte Vista Middle School for the 2024-2025 School Year**

BACKGROUND: Monte Vista Middle School has a multi-tiered system of student support, both academic and emotional. Each year since the COVID Pandemic we noticed an absence of the skills that enable students to be academically, socially, and emotionally prepared to move on to high school. This is due, partially to interrupted learning during the height of the COVID-19 pandemic, when many of our students faced challenging online programs, social isolation, increased media use, and a lack of a set routine.

RATIONALE: After a needs assessment of school-wide data, Monte Vista qualifies for Differentiated Support due to high suspension rates. Since data supports the positive efforts of TUSD and FACES, FACES would continue on the MVMS campus for the 2024 – 2025 school year.

FUNDING: This contract is to be paid with the District Supplemental and Concentration Funds. The contract will not exceed \$120,000 for the 2024 - 2025 school year.

RECOMMENDATION: Approve Agreement for Contract Services between FACES and Monte Vista Middle School for the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Provide one full time behavior specialist from August 5, 2024 to May 29, 2025. This staff will push into classrooms for behavior services throughout the day, including lunches. Staff will also mentor students on a case load basis.

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 181 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Monte Vista.

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

- a. District shall pay \$120,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$120,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
- c. District shall make payment on a [] 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 5, 2024, and shall terminate on May 29, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

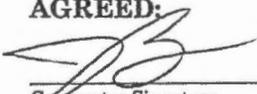
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:



Contractor Signature
83-0818579

IRS Identification Number
CEO

Title
401 E. Main Street

Address
Stockton, CA, 95202

CEO

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 11, 2024
SUBJECT: Approve Agreement for Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2024-2025 School Year

BACKGROUND: Monte Vista Middle School has an abundance of students reading below grade level. In 2017, we piloted Read 180 as a stand-alone literacy program. Our data shows the program raises literacy rates for our student participants. Our preliminary 2023-2024 SBAC scores show a positive growth in ELA test scores school wide. Part of this growth comes from increasing the growth of our most at-risk, struggling readers. Read 180 also creates a positive relationship between students and literature.

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

FUNDING: District LCFF Funds will cover license fees, subscriptions, and texts at \$20,516.78.

RECOMMENDATION: Approve Agreement for Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2024-2025 School Year.

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



Houghton Mifflin Harcourt

Proposal #009041552

Prepared For

Tracy Unified School District

Attention:

Barbara Silver

bsilver@tusd.net

For the Purchase of:

Read 180 on Ed 1-Year Migration

Migrate Start 7/1/24 end 7/1/25

Prepared By

Gloria Bolden

gloria.bolden@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for Professional Services purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Barbara Silver
bsilver@tusd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for Tracy Unified School District

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<u>Stage B</u>					
Student Licenses					
1866600	9780358937265 Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	\$109.00	120	\$13,080.00	
Total for Student Licenses		\$13,080.00			
Teacher Licenses					
1835546	9780358740643 Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	\$299.00			5
Total for Teacher Licenses		\$0.00			
A la Carte Items Available for Purchase					
Teacher Materials					
1840342	9780358767305 Read 180 Stage B ReaL Book Workshops 1-3 Teaching Guide Bundle Includes: Getting Started 1 + Workshops 1-3	\$395.00			5
1840343	9780358767312 Read 180 Stage B ReaL Book Workshops 4-6 Teaching Guide Bundle Includes: Getting Started 2 + Workshops 4-6	\$395.00			5
1843973	9780358794882 Read 180 ReaL Book Code Teaching Guide Bundle	\$475.00			5
Student Materials					
1840249	9780358766377 Read 180 Stage B ReaL Book Workshops 1-3 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition	\$30.00	100	\$3,000.00	
1840273	9780358766612 Read 180 Stage B ReaL Book Workshops 4-6 Student Edition Bundle Includes: Read 180 Stage B ReaL Book Workshop 4-6 Student Edition Read 180 Stage B Getting Started Book 2 Student Edition	\$30.00	100	\$3,000.00	
Total for A la Carte Items Available for Purchase		\$6,000.00			
Total for Stage B		\$19,080.00			

Professional Services - Read 180
Implementation Success Plan

1833602	9780358732082 Getting Started Introduction to Read 180 on Ed Live Online 2-Hour Grade 3-12		1		
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Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Barbara Silver
bsilver@tusd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

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**Proposal for
Tracy Unified School District**

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<p>This two-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed.</p> <p>Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.</p>					
Total for Professional Services - Read 180		\$ 0.00			

THIS IS A QUOTE

Total Savings:	\$7,820.00
Subtotal Purchase Amount:	\$19,080.00
Shipping & Handling:	\$870.00
Sales Tax:	\$566.78
Total Cost of Proposal (PO Amount):	\$20,516.78

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Barbara Silver
bsilver@tusd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

Proposal for
Tracy Unified School District

Total Cost of Proposal (PO Amount): \$20,516.78

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:	Sold to:
Tracy USD	Tracy USD
1875 W Lowell Ave	1875 W Lowell Ave
Tracy, CA 95376-2291	Tracy, CA 95376-2291
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/3/2024

Proposal Expiration Date: 7/18/2024



Houghton Mifflin Harcourt

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
Barbara Silver
bsilver@tusd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

HMH Confidential and Proprietary

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: License fees, materials, professional development for Read 180 teacher.
See attached quote.

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

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

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

- a. District shall pay \$20,516.78 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$20,516.78. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.

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

4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on July 1, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 31, 2024
SUBJECT: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Monte Vista Middle School during the 2024-2025 School Year

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Monte Vista Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

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

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Monte Vista Middle School during the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide instructors and materials for an eight week parenting class to increase parent involvement.

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

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

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

- a. District shall pay \$12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 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 September 24, 2024, and shall terminate on November 19, 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, Barbara Silver, at (209) 830-3340 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

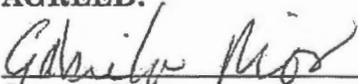
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


 Contractor Signature ED
Title
 33-0259359
 IRS Identification Number
 Executive Director
 Title
 3641 Mitchell Rd. Ste. H
 Address
 Ceres CA 95307
 209-238-9496

 Tracy Unified School District

 Date

 Account Number to be Charged

 Department/Site Approval

 Budget Approval

 Date Approved by the Board



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: Dr. Barbara Silver, School Principal
From: Gabriela Rios, Executive Director
Date: June 5, 2024

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

RECITALS

Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12 Program (FE)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school’s leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

A. Time of Class: Morning ___ Evening ___ 6:00pm ✓ ___

B. Type of Class: Virtual (V) ____, Hybrid (H) ___ ✓ ____, In-Person (P) ___

Hybrid – PIQE will offer online through the Zoom platform from Orientation through week seven, and the Graduation ceremony will be in person.

C. **Virtual and Hybrid Services:** For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

Session Dates:
September 24, 2024 – October 19, 2024

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

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

Location: **TBD**

School funding: _____

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

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

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

_____ Date

Dr. Barbara Silver, School Principal

Parent Institute Representative:



 Gabriela Rios, Executive Director, PIQE

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: Approve Agreement for Contract Services between the Boys & Girls Club of Tracy and North School for the 2024-2025 School Year

BACKGROUND: The Boys & Girls Club of Tracy has been providing after school services in the community at school sites for over 20 years. The North side of Tracy is identified as an area of need. For the last 17 years, the Boys & Girls Club of Tracy has been operating an after-school program at North School. Due to the success of the program, North School staff wishes to continue to work with the Boys & Girls Club of Tracy at North School as they can provide after school services and structured lunch time services the regular school program cannot. During the 2022-2023 school year, the Boys and Girls Club provided two B&G Club staff members to mentor and work with students through a variety of structured activities during lunch. Students partook in these activities, and an increase of positive and collaborative behavior was seen due to said activities. North School would like to continue these services.

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

FUNDING: The program will be paid with site Title I funds not to exceed a total of \$10,000.00.

RECOMMENDATION: Approve Agreement for Special Contract Services between the Boys & Girls Club of Tracy and North School for the 2024-2025 School Year.

Prepared by: Susan Hawkins, Principal, North School.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide activities/structured activities, tutoring, support and mentoring in the area of healthy life style programming, character and citizenship. In addition to the B&G Club after school program, the Boys and Girls Club will provide two staff members providing who will provide and support structured activities during lunch recess five days per week.
Lunch activities will take place from 11:15 to 12:45. Supplies for these programs are also needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 0 days per week after school & during lunch recess () **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 [] **HOURLY** [] **DAY** **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** **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** [] **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, 2024, and shall terminate on May 29, 2025.

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 WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Kelly Wilson Digitally signed by Kelly Wilson
Date: 2024.06.05 08:45:56 -07'00' **CEO**

Contractor Signature Title
68-0028682

IRS Identification Number
CEO

Title
753 W. Lowell Avenue

Address
Tracy, CA 95376

Tracy Unified School District

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

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development for 7th and 8th Grade Math Teachers During the 2024-2025 School Year

BACKGROUND: With the goal of increasing student achievement in mathematics, TUSD students have continued to struggle in achievement rates as well as success rates in algebra courses.

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

The professional development will include:

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

This request meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

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

RECOMMENDATION: Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development For 7th and 8th Grade Math Teachers During the 2024-2025 School Year.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: Professional Development for Math Teachers during the 2024-2025 school year.

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

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

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

- a. District shall pay \$ 6,500 per [] HOUR [x] DAY [] FLAT RATE, not to exceed a total of \$ 39,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 September, 2024, and shall terminate on May, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Erin Quintana, at (209) 830-3232 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:



 Contractor Signature Title
 47-2525173

 IRS Identification Number
 The Core Collaborative Inc.

 Title
 1090 North Palm Canyon Drive, Suite B

 Address
 Palm Springs, CA 92262

 Tracy Unified School District

 Date

 Account Number to be Charged

 Department/Site Approval

 Budget Approval

 Date Approved by the Board



THE CORE COLLABORATIVE

1090 N. Palm Canyon
Ste. B Second Floor
Palm Springs, CA 92262
619.432.CORE (2673)

Professional Development Proposal EmpowerED Learner Pathway

Tracy Unified School District

Prepared for:

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

Prepared On: 06 / 05 / 2024
Expiration Date: 2024-08-01
Payment Terms: Net 30 days after services

Scope of Services

The Inspired Math Learner Series!

Effective Mathematics Instruction: Merging the Content and Practice Standards

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

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

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

Module 1: The Inspired Mathematics Classroom

- Learning environment – vocabulary, literacy support
- Collaborative learning structures to develop student voice and mathematical discourse
- Problem solving structures to develop student confidence and stamina
- Problem based instruction
- Number Sense routines to improve fluency

Module 2: The Inspired Mathematician

- Student centered formative assessment that impacts teaching and learning
- Students engage in self-assessment and peer assessment to answer the questions - Where am I going? Where am I now? How do I get there?
- Expose and correct misconceptions through reengagement strategies
- Lesson planning & lesson cycles developed around big ideas
- Create conceptual units of study

Module 3: Student-Centered Assessment Literacy

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

Financial Investment

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

Fall Services	QTY	Price	Subtotal
Professional Development with Lori Cook	2	\$6,500.00	\$13,000.00
Winter Services			
Professional Development with Lori Cook	2	\$6,500.00	\$13,000.00
Spring Services			
Professional Development with Lori Cook	2	\$6,500.00	\$13,000.00
Subtotal			\$39,000.00
Total			\$39,000.00

Please Note:

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

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

Our next steps area as follow. Let's:

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

Please contact us at your earliest convenience.

Warm Regards,

Sarah Stevens

Sarah Stevens
Exec. Director of Quality Implementation
The Core Collaborative
Mobile: 620.404.8782
Office: 619.432.CORE (2673)

Agreed and accepted by:

Tracy Unified School District

Company Contacts

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



Tony Francoeur
Chief Financial Officer
858.688.1177
Tony@thecorecollaborative.com



Sarah Stevens
Exec. Director of Quality
Implementation
620.404.8782
Sarah@thecorecollaborative.com



Leah Tierney
Finance Manager
620.249.7803
Leah@thecorecollaborative.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rober Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Out of State Travel for the Director of Student Services, Coordinator of Prevention Services, Community Family Services Advisor and two Parent Liaisons to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in Orlando, Florida, November 16-19, 2024**

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

RATIONALE: The Tracy Unified School District currently has over 700 identified homeless students under the definition of homelessness provided by the federal protective legislation entitled "The McKinney -Vento Act." In accordance with this guiding law, TUSD's Office of Prevention Services strives to create and implement best practices that promote that promote improved student outcomes for students who currently live in unstable housing situations. Specifically, the Coordinator of Prevention Services who serves as the Homeless Liaison for the Tracy Unified School District and is responsible for creating and sustaining a program that gives academic, attendance, social and emotional aid to homeless students, for the purpose of improved student outcomes. The Community Family Services Advisor is responsible for managing, maintaining, and creating intervention opportunities for all students including students and families facing homelessness. The Parent Liaisons work on the front lines of the district's homeless program and provide direct services to families whenever necessary. Attending this training benefits those who work within the district's homeless program, to ensure that the district has a program aligned to all changing homeless student legislation. In addition, this training is supported by TUSD's Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and TUSD's Goal #2: Hire, support, develop, train, and sustain

district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: Airfare, hotel, and conference registration for five attendees will not exceed \$16,200.00. This will be paid using a combination of District Title 1 funds and ARP HCY II grant funds. The registration fee is \$1050 per person (\$5,250 in total), estimated hotel accommodations and meals are \$6,100.00 in total and airfare, mileage and parking are estimated to cost \$4,850 in total.

RECOMMENDATION: Approve Out of State Travel for the Director of Student Services, Coordinator of Prevention Services, Community Family Services Advisor and two Parent Liaisons to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in Orlando, Florida, November 16-19, 2024.

Prepared by: Samia Basravi, Coordinator of Prevention Services.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and George & Evelyn Stein High School for Behaviorist Services in the 2024-2025 School Year

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

RATIONALE: According to the 2023 California Dashboard for college/career levels by student group, there are 0.9% prepared students at George and Evelyn Stein High School. Out of 46 EL Students, 16 Students with Disabilities, and 85 Hispanic students, there are 0 students prepared for college/career. Additionally, there are 5 Unhoused students and 1 Socio-Economically Disadvantaged student who were reported as unprepared for College/Career. Currently, there are no college/career opportunities or support for Stein's students. Students need to increase their knowledge of college/career opportunities, basic self-sufficiency skills, social emotional development and academic needs to meet the expectations of college and/or career. F.A.C.E.S is a company who are a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. They will provide one behaviorist technician, 181 days, 7.5 hours daily at George & Evelyn Stein High School for the 2024-2025 school year. They will provide services that include mentorship, career readiness transition support, behavior supports and positive development of social skills, restorative practices, grief and loss groups, addiction, and trauma counseling to assist students overcome behavior challenges. This aligns with the district's LCAP Goal #3 to increase the number of reported college/career-ready students at George & Evelyn Stein Continuation High School by 6%.

FUNDING: The cost, not to exceed \$130,000.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and George & Evelyn Stein High School for Behaviorist Services with a focus on career readiness transition support for the 2024-2025 School Year.

PREPARED BY: Mrs. Traci L Mitchell, George & Evelyn Stein High School Principal.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 1 campus behaviorist to put into classes to assist student behaviors in the classroom and school campus setting. The behaviorist will provide 7.5 hours of services daily. Services will include mentorship career readiness transition support, behavior supports and positive development of social skills and SEL groups.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 181 () [] 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 \$90.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$130,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 1, 2024, and shall terminate on May 29, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

	CEO
Contractor Signature	Title
Joshua Brown	
IRS Identification Number	
830818579	
Title	
Founder and CEO	
Address	
401 East Main Street	
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. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2024
SUBJECT: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School for the 2024-2025 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health support services to students with psychosocial-emotional and emotional challenges that serve as a barrier to their academic success and overall well-being. It is imperative to provide support services in a school setting in order to improve the school climate and student success. Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence-based curriculum.

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

FUNDING: Total cost is \$61,245. Funding will be provided by Title I funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School for the 2024-2025 School Year.

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

1. Contractor shall perform the following duties: Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCCHS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum. Services will be provided to Art Freiler School during the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Art Freiler School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 61,245 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 61,245. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on May 29, 2025.
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, Stephen Theall, at (209) 830-3309 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:



Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

11-3821058

Title

Account Number to be Charged

Executive Director

Address

Department/Site Approval

42 W 8th St

Address

Budget Approval

Tracy, CA 95376

Address

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services for Suicide Awareness and Prevention between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2024-2025 School Year**

BACKGROUND: In compliance of AB 1767, Tracy Unified School District (TUSD) provides suicide awareness and prevention services to students. Specifically, to 10th grade students, the Child Abuse Prevention Council (CAPC) has offered the Yellow Ribbon Campaign and Safe Talk, and Depression Group Counseling. TUSD will renew CAPC services for the 2024-2025 school year.

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

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

RECOMMENDATION: Approve Agreement for Contract Services for Suicide Awareness and Prevention between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, Tracy High, and West High for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide suicide awareness and prevention services: The Yellow Ribbon Campaign, Safe Talk, and Depression Group Counseling to Tracy HS, Kimball HS, West HS, and Duncan-Russell/Stein Continuation HS during the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$0.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2024-2025 School Year**

BACKGROUND: A program of Child Abuse Prevention Council, the Transitional Age Youth (TAY) Mentoring Program, is free for youth and young adults ages 16-25. Services include career exploration and employment, financial literacy, physical and mental health, and housing.

RATIONALE: The impact of COVID-19 continues to compound existing challenges found among the TAY student group. This partnership will expand tiered level of supports for the TAY student group and is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The Child Abuse Prevention Council is providing Transitional Age Youth (TAY) mentoring services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, Tracy High, and West High for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Transitional Age Youth (TAY) Mentoring Program - CAPC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Through Child Abuse Prevention Council (CAPC), the Transitional Age Youth (TAY) Mentoring Program will provide services to youth and young adults ages 16-25 at school sites: Stein/Duncan-Russell, Kimball High, Tracy High, and West High during the 2024-2025 School Year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 150 () [] HOURS [X] DAYS, under the terms of this agreement at the following location See Above.

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

- a. District shall pay \$0.00 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] 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 5, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) Parent Café Program for the 2024-2025 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. CAPC Parent Café Program works with families to build protective factors that are integrated into culturally and linguistically sensitive programs providing parents with the tools they need to parent effectively even under stress. These factors include Parent Resilience, Social Connections, Knowledge of Parenting and Child Development, Concrete Support in Times of Need, Healthy Parent-Child Relationships and Social and Emotional Competence of Children.

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Child Abuse Prevention Council (CAPC) provides these services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) Parent Café Program for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

- 1. Contractor shall perform the following duties: To Provide Parent Cafe workshops intended to empower parents with the following topics: Parent Resilience, Develop Social Connections, Concrete Support for Parents, Knowledge of Parenting and Child Development, Healthy Parent-Child Relationships and Social and Emotional Competence of Children for the 2024-2025 school year.

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

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

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

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

- 4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services between San Joaquin Pride Center and Freiler, Kelly, Monte Vista, North, Poet, Williams, Kimball High, Tracy High, Stein Continuation and West High School during the 2024-2025 School Year**

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

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

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

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin Pride Center and Freiler, Kelly, Monte Vista, North, Poet, Williams, Kimball High, Tracy High, Stein Continuation and West High School during the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 () [] HOURS [X] DAYS, under the terms of this agreement at the following location see above schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 15,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 15,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
 - c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Out of State Travel for Two Educational Services Staff to attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, Illinois, November 12-14, 2024**

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

The Collaborative for Academic, Social and Emotional Learning (CASEL) collaborates with leading experts and supports districts, schools, and states nationwide to drive research, guide practice, and inform policy. CASEL will host its inaugural Social and Emotional Learning Exchange on November 12, 13, and 14, 2024. The conference will help participants forge new alliances and gain new insights, empowering and inspiring their future efforts to ensure that education focuses on developing the whole child.

RATIONALE: Tracy Unified School District is committed to providing Social and Emotional Learning to all of its students in K-12 setting. Currently, the district provides Tier 1 SEL core curriculum to grades K-8. Attending this training will enable sustaining implementation and guidance to educators already providing this instruction for grades K-8 and to better understand techniques and Tier 1 SEL applications for high school students. The goal of the district is to expand this “whole child” approach and MTSS for SEL to the high school level as well. The CASEL Exchange is the perfect setting for TUSD Educational Leaders to learn best practices and evidence-based applications for SEL continued implementation, sustainability, and effective applications at K-12 grade levels. Additionally participating in this training aligns with District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Goal#2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential.

FUNDING: The total cost for two participants to attend the CASEL Social and Emotional Learning Exchange is approximately \$7,000.00. Registration fees total \$2,200.00, hotel costs and meals are approximately \$2,100.00 and airfare, transportation and parking is approximately \$2,700.00. The funds to support this conference will be paid out of LCAP and MHSSA grant funds.

RECOMMENDATION: Approve Out of State Travel for Two Educational Services Staff to attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, Illinois, November 12-14, 2024.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

Out of State Conference 2024/2025 - Summary

CASEL (Collaborative for Academic, Social and Emotional Learning)

TUSD has used the “Whole Child” approach in its development of a multitiered system of support for Social and Emotional Learning (SEL) which challenges educational leaders to consider all the systems that effect student achievement. CASEL in collaboration with leading experts, supports districts and schools nationwide to drive research, guide practice and inform policy. The conference will help participants forge new alliances and gain new insights, empowering and inspiring their future efforts to ensure that education focuses on developing the whole child. This year, CASEL will host its’ in person inaugural Social and Emotional Learning Exchange on November 12th – 14th, 2024 in Chicago, Illinois. The CASEL Social and Emotional Learning Exchange is the perfect place for TUSD Educational Leaders to learn best practice and evidence-based applications for SEL continued implementation, sustainability, and effective applications. Additionally participating in this training aligns with District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District Goal#2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students’ academic, social, and emotional potential.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services between Thriving YOUiversity and George and Evelyn Stein High School for the 2024-2025 School Year**

BACKGROUND: George and Evelyn Stein High School serves students who are 16, credit deficient and not on track to graduate from high school. The needs assessment reveals a high interest in real-life experiences and opportunities, post-graduation planning and transition, English Learner college counseling, increase on campus activities and multi-tiered mental health services, as well as addressing challenging behaviors and apathy in the classroom. Stein High teachers and staff will need strategies and techniques for building a more productive learning environment creating quality relationships, strengthening interpersonal skills, overcoming apathy, and promoting high-quality instruction.

RATIONALE: Stein teaching and support staff will have a daily Vision/Advisory class period. The introduction and implementation of social emotional learning during Vision and across all courses using proven strategies and techniques is needed across the school. As a continuation high school, Stein's student population receive individualized attention to meet academic and personal needs of each pupil. Thriving YOUiversity is one of the leading providers of professional development and PD training resources for alternative education educators. Thriving YOUiversity provides practical Tier 1 strategies and techniques for addressing challenging behaviors, overcoming apathy, and empowering positive student engagement in the classroom. Additionally, Thriving YOUiversity will provide access to online professional learning community "The Thrive Tribe" and access to a Google Drive folder full of research, resources, and activities to support the learning session. for each attendee. This agenda item meets SPSA Goal #2: Provide a safe and equitable learning environment for all students and staff and LCAP Goal # 3, Action 3.1 Behavior Support for Students & Professional Development for Staff.

FUNDING: The cost, not to exceed \$8,500.00, will be paid by Equity Multiplier Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Thriving YOUiversity and George and Evelyn Stein High School for the 2024-2025 School Year.

PREPARED BY: Mrs. Traci L Mitchell, George and Evelyn Stein High School Principal.



THRIVING
YOUiversity
empowering individuals & organizations to thrive

Professional Services Contract

2024-2025



Professional Services Contract

GENERAL PROVISIONS

1. Contract

This Contract is entered into **1st day of May 2024** between **Tracy Unified School District** (hereinafter referred to as “Local Education Agency” or “LEA”) and **Thriving YOUiversity, LLC** (hereinafter referred to as “CONTRACTOR”) for the purpose of providing Professional Learning for LEA.

2. Term of Contract

The term (“Term”) of this CONTRACT shall commence on **May 1, 2024** and shall end on **June 30, 2025**.

3. Description of Services: Thriving YOUiversity, LLC will provide one full day of in-person professional learning for Stein High School on July 30, 2024:

- AM - The Apathy Antidote: Empowering Positive Student Engagement in the Classroom
- PM - Get Curious, Not Furious: Tier 1 Strategies for Addressing Challenging Behaviors in the Classroom

Also included in this package will be:

- Access to our online professional learning community “The THRIVE Tribe”, and additionally for educators “The THRIVE Tribe—Becoming Better Educators” and for leaders, “The THRIVE Tribe—Becoming Better Leaders”
- Access to a Google Drive folder full of research, resources, and activities to support the learning session.

4. Rates

Consultation: LEA shall pay CONTRACTOR the in-person full day rate of \$8,500.00. This price is inclusive of all travel expenses.

Total Contract Amount: **\$8,500.00**



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 empowering individuals & organizations to thrive

5. Payment and Invoices

Thriving YOUiversity, LLC will invoice LEA after contract has been approved. All payment terms are due net 30 days from the date of invoice. After 30 day a nonpayment, a 10% late fee will be applied. Please make payments to:

Thriving YOUiversity, LLC
 21520 Yorba Linda Blvd., Suite G #454
 Yorba Linda, CA 92887

6. Notices

All notices shall be in writing and may be delivered in person or by certified or registered mail, postage prepaid.

If mailed or delivered by hand, notice shall be effective as of the date of receipt by addressee. All notices mailed to LEA shall be addressed to the person and address as indicated on the Notice page of the Contract. Notices to CONTRACTOR shall be addressed as indicated on Notice page of this Contract.

The parties hereto have executed this Contract by and through their duly authorized agents or representatives.

Tracy Unified School District

Thriving YOUiversity, LLC

 Authorized Signature


 Authorized Signature

Date _____

Date May 1, 2024



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YOUiversity
empowering individuals & organizations to thrive

NOTICES

Notices to LEA shall be addressed to:

Name

LEA

Address

City State Zip

Phone FAX

Email

Notices to CONTRACTOR shall be addressed to:

Dr. Joelle Hood
Name

Thriving YOUiversity, LLC
CONTRACTOR

21520 Yorba Linda Blvd., Suite G #454
Address

Yorba Linda CA 92887
City State Zip

760-963-3654
Phone FAX

joelle@thrivingyouniversity.com
Email



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: Approve Agreement for Special Contract Services with ATX Learning to Provide Credentialed Special Education Teachers, School Psychologists, Registered Behavior Technicians, Occupational Therapists, Certified Occupational Therapist Assistants, Speech & Language Pathologists, and Speech & Language Pathologist Assistants for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with ATX Learning. The District's Special Education administration would like to contract with ATX Learning for the 2024-2025 school year to provide staffing pursuant to students IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$450,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with ATX Learning to Provide Credentialed Special Education Teachers, School Psychologists, Registered Behavior Technicians, Occupational Therapists, Certified Occupational Therapist Assistants, Speech & Language Pathologists, and Speech & Language Pathologist Assistants for the 2024-2025 School Year.

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

1. Contractor shall perform the following duties: _____
Contractor shall provide credentialed Special Education Teacher's, Psychologist's and Registered Behavior Technician's (RBT's) _____
Teacher's, Psychologist, Registered Behavior Technicians (RBT), Occupational Therapists (OT), Certified Occupational Therapist Assistants (COTA), _____
Speech & Language Pathologists (SLP), and Speech & Language Pathologist Assistants (SLPA) _____

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 () | | HOURS | | DAYS, under the terms of this agreement at the following location District Wide.

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

- a. District shall pay \$ 65.00 - \$150.00 per | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 450,000.00. 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 1st, 2024, and shall terminate on June 30th, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: Approve Agreement for Special Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing to Provide Staffing Services for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing. The District's Special Education administration would like to contract with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing for the 2024-2025 school year to provide staffing pursuant to students IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$700,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing to Provide Staffing Services for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: **Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2024-2025 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Axis Community Health to provide school-based mental health counseling to Monte Vista Middle School. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Axis Community Health services will not exceed \$86,400. Services will be paid using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school based mental health services during the 2024-2025 school year to the following school site: Monte Vista Middle School (4 days @ 28 hrs/week). A monthly Mental Health Referral Log and a Student Log will need to be submitted with each monthly invoice. Student caseload data will need to be entered in Aeries by staff for documentation purposes. Providers must be Marriage Family Therapists (MFT), or Masters of Social Work (MSW) or Licensed Marriage Family Therapist (LMFT) or a registered Associate with the Board of Behavioral Sciences (BBS).

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days a week () [] HOURS [X] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$80 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$86,400. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [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 19, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: **Approve Agreement for Contract Services between Community Medical Centers and Hirsch, Jacobson, Kimball High, McKinley, South/West Park Elementary, Duncan Russell, Stein Continuation High and Tracy High for the 2024-2025 School Year**

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to seven (7) school sites: Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South/West Park Elementary, Duncan Russell & Stein Continuation High and Tracy High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Community Medical Centers services will not exceed \$588,000.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Centers and Hirsch, Jacobson, Kimball High, McKinley, South/West Park, Duncan Russell, Stein Continuation and Tracy High for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.



AGREEMENT FOR SPECIAL CONTRACT SERVICES
2024 - 2025 School Year Mental Health Services

This agreement, by and between Tracy Unified School District, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and Community Medical Centers, Inc. (CMC), a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), 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:
 - A. Provide school-based mental health services during the 2024 -2025 School Year to be held August 19, 2024 to June 30, 2025 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2024/2025 School Year Mental Health Schedule, attached hereto and incorporated herein by this reference.
 - B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices.
 - C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this Paragraph 1 and Exhibit A (hereby "Services"). 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. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - A. District shall pay Contractor a total of five hundred and eighty eight thousand dollars (\$588,000). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - B. District shall not reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..
 - C. District shall make payment on MONTHLY BASIS 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.
3. The terms of the agreement shall commence on August 19, 2024, and shall terminate on June 30, 2025.

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

4. 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.
5. Contractor shall contact District's designee, **Samia Basravi**, at (209) 830-3218, with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
6. 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 Contractor are employees, agents, contractors or subcontractors of Contractor and not of District. 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 and 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 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 Contractor and/or its employees.

Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.
7. 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.
8. Contractor certifies that their 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.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.
10. 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.
11. 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.
12. Subject to Section 9, 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: Community Medical Centers, Inc.
By: _____
Name/Title: Christine Noguera, CEO
Federal ID No.: 94-2437106
Date: _____

District: Tracy Unified School District
By: _____
Name/Title: _____
Date: _____

 Department/Site Approval

 Budget Approval

 Date Approved by the Board

Exhibit A
Tracy Unified School District/Community Medical Centers, Inc.
2024 – 2025 School Year Mental Health Schedule

SCHOOL SITE	NUMBER OF DAYS OF SERVICE PER WEEK	TOTAL HOURS FOR THE YEAR
HIRSCH ELEMENTARY	4	1050
MCKINLEY ELEMENTARY	4	1050
STEIN / DUNCAN RUSSELL	4	1050
JACOBSON ELEMENTARY	4	1050
KIMBALL HIGH SCHOOL	4	1050
SOUTH WEST PARK ELEMENTARY SCHOOL	4	1050
TRACY HIGH SCHOOL	4	1050
TOTAL HOURS FOR ALL SCHOOL SITES FOR 2024/2025 SCHOOL YEAR		7350
TOTAL COST FOR MENTAL HEALTH SERVICES @ \$80/HR FOR 2024/2025 SCHOOL YEAR		\$ 588,000.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: Approve Agreement for Contract Services between Valley Community Counseling and Bohn, Central, Freiler, Kelly, North, Poet, Villalovoz, Williams and West High for the 2024-2025 School Year

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

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Valley Community Counseling to provide school-based mental health counseling to nine (9) school sites: Bohn Elementary, Central Elementary, Freiler School, Kelly School, North School, Poet School, Villalovoz Elementary, Williams Middle School and West High. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

FUNDING: The total cost for Valley Community Counseling services will not exceed \$756,000.00. Services will be paid for using TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Valley Community Counseling and Bohn, Central, Freiler, Kelly, North, Poet, Villalovoz, Williams and West High for the 2024-2025 School Year.

Prepared by: Samia Basravi, Coordinator of Prevention Services.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide school based mental health services during the 2024-2025 school year to the following school sites: Bohn Elementary (4 days @ 28 hrs/week), Central Elementary (4 days @ 28 hrs/week), Freller School (4 days @ 28 hrs/week), Kelly School (4 days @ 28 hrs/week), North School (4 days @ 28 hrs/week), Poet School (4 days @ 28 hrs/week) Villalovoz Elementary (4 days @ 28 hrs/week), Williams Middle School (4 days @ 28 hrs/week) and West High (4 days @ 28 hrs/week).
- A monthly Mental Health Referral Log and a Student log (for each school site) will need to be submitted with each monthly invoice. Student caseload data will need to be entered in Aeries by each staff for documentation purposes. Providers must be Licensed Marriage Family Therapists (LMFT), or Licensed Professional Clinical Counselor (LPCC), or a Board of Behavioral Sciences Registered Associate MFT, ACSW, or APCC or a Master's Level student enrolled in a Master's counseling program or related study.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days a week () [] HOURS [X] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$80 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$756,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 19, 2024, and shall terminate on June 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract with Speech Pathology Assessment and Intervention Services PC, SPAIS PC. The District's Special Education administration would like to contract with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$250,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Speech Pathology Assessment and Intervention Services PC (SPAIS PC), 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 Speech and Language Pathologists (SLPs) and Speech and Language Pathology Assistants (SLPAs) for the purpose of providing assessment and services per students' Individual Education Plans (IEPs)

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 () | HOURS | DAYS, under the terms of this agreement at the following location _____.

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

- a. District shall pay \$ (800-800 hour for SLP; \$485-850) per HOUR | DAY | FLAT RATE, not to exceed a total of \$ \$250,000.00. 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 07/01/2024, and shall terminate on 06/30/2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

_____ Contractor Signature	_____ Title	_____ Tracy Unified School District
_____ IRS Identification Number		_____ Date
_____ Title		_____ Account Number to be Charged
_____ Address		_____ Department/Site Approval
_____		_____ Budget Approval
_____		_____ Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2024-2025 School Year**

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

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

FUNDING: Expenses will not exceed \$250,000.00 for the 2024-2025 school year. Funding for Mental Health expenses are budgeted in account 01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provisions of a State of California board of behavioral sciences (BBS) licensed therapist or registered associate therapist, or master's level student enrolled in a psychology related study to provide mental health services to individual students, group of students and/or parent trainings therapy as determined by the IEP. Consultation to school psychologists and students regarding mental health needs of students; attendance at IEP meetings; development of mental health related IEP goals and objectives; mental health specific assessments as needed.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 80 Hours Per Week () [✓] HOURS [] DAYS, under the terms of this agreement at the following location District Wide.

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

- a. District shall pay \$80.00 per [] HOUR [] DAY [✓] FLAT RATE, not to exceed a total of \$215,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [✓] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$-0- for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [✓] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1st, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Master Contract for Non-Public School Anova Center for Education for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Anova Center for Education. The District's Special Education administration would like to contract with Non-Public School Anova Center for Education for the 2024-2025 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract will not exceed \$86,000.00 for the 2024-2025 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Non-Public School Anova Center for Education for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Master Contract for Non-Public School Bay Area Education Institute dba Bayhill High School for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract with Non-Public School Bay Area Education Institute dba Bayhill High School. The District's Special Education administration would like to contract with Non-Public School Bay Area Education Institute dba Bayhill High School for the 2024-2025 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for this contract will not exceed \$55,000.00 for the 2024-2025 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Non-Public School Bay Area Education Institute dba Bayhill High School for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 4, 2024
SUBJECT: **Approve Master Contract for East Valley Education Center, NPS for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at East Valley Education Center. The District's Special Education administration would like to contract with East Valley Education Center for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$150,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for East Valley Education Center, NPS for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: Approve Master Contract for Non-Public School Hanna Academy for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with Hanna Academy. The District's Special Education administration would like to contract with Hanna Academy for the 2024-2025 extended school year to provide services pursuant to students IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$71,380.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Non-Public School (NPS) Special Hanna Academy for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 4, 2024
SUBJECT: **Approve Master Contract for Point Quest Education, NPS for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Point Quest Education. The District's Special Education administration would like to contract with Point Quest Education for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$400,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Point Quest Education, NPS for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Master Contract for Specialized Education of California Operating the Sierra School of San Joaquin, NPS for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Specialized Education of California (Sierra School). The District's Special Education administration would like to contract with Specialized Education of California (Sierra School) for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$150,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Specialized Education of California Operating the Sierra School of San Joaquin, NPS for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 14, 2024
SUBJECT: Approve Agreement for Contract Services between TUSD and Hatching Results for the 2024-25 School Year

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

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

RATIONALE: In order to continue developing a high quality of school counseling programs and services to students and families, ongoing quality professional development is a key component for improvement. The professional learning series and support provided by Hatching Results will provide the following training to the Tracy Unified School Counseling Teams for the 2024-25 school year.

Professional Learning Outcomes:

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

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

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

Content Outcomes:

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

This aligns with LCAP Goal #1: Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups using accelerated learning and tired supports. Goal #2: Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: This contract service agreement will be paid \$107,950, funded through the A-G Improvement Grant funds.

RECOMMENDATION: Approve Agreement for Contract Services between TUSD and Hatching Results for the 2024-2025 School Year.

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

HATCHING RESULTS® PROPOSAL FOR SERVICES 2024-2025

Tracy USD, CA

Prepared by Terri Tchorzynski, Senior Director of Transformational Partnerships

UPDATED May 16, 2024



Service Plan Proposal & Costs

Thank you for your continued interest and investment in improving student outcomes through the school counseling program in partnership with Hatching Results. For over **20 years**, Hatching Results has provided high-quality training and consultation on the **American School Counselor Association (ASCA) National Model** and a **Multi-Tiered, Multi-Domain System of Supports (MTMDSS)** to thousands of school counselors and administrators in nearly every state and hundreds of school districts. In fact, Hatching Results leads the nation in providing multi-year, transformation partnerships specifically for building their comprehensive school counseling program and has provided Transformational Partnerships for over **175 districts in 31 different states** in the last five years.

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

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

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

Upon signature and execution of the contract, Hatching Results will bill for 20% of the total contract amount to cover the costs for books and materials, travel, preparation time, etc. The remaining 80% will be billed in equal installments. We ask that the district ensures payment is made to Hatching Results within 30 days of receipt of invoice. Any outstanding payments past 60 days are subject to a 5% late fee on the billed installment.

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

TRACY USD PROPOSED SERVICE PLAN SY24-25

	Service	Cost
Professional Learning (PL)	<p><u>4 Days of In-Person Professional Learning, Site Visits, Coaching &/or Consultation</u> Can be used in any combination of school counselor and other students services training; district-, site-, or grade-level consultation and coaching; structure working team support/meetings; school site visits; etc. Includes 2 PL Specialists, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. All travel expenses included.</p>	<p>\$13,500/day x 4 = \$54,000</p>
Consultation & Coaching	<p><u>31.5 Hours of Virtual Consultation, Coaching, and/or Artifact Review</u> which can be used by district leaders, school counselors, administrators, site teams, grade levels, or others to address district- or site-specific issues and receive technical assistance. Artifact review includes written feedback and recommendations (e.g. school counselor job description, performance evaluation, program handbook, website). Inclusive of preparation and follow up.</p>	<p>\$1,000/hr x 31.5= \$31,500</p>
Materials & Tools	<p><u>*CONTINUED* School Counseling Program Handbook</u> template with continued support for development (no charge after year 1)</p>	<p>No Additional Cost</p>
RAMP Coaching	<p><u>2 Administrations of the Early Assessment for Readiness</u> (EAR) to determine areas and components in need of support.</p>	<p>\$450</p>
RAMP Coaching	<p><u>1 In-Person RAMP Professional Learning Session</u> with one RAMP Coach for including based on what the team needs - training on specific RAMP sections, supported planning time, in-person application feedback, etc.</p>	<p>\$8,500</p>
RAMP Coaching	<p><u>24 Hours of Virtual RAMP Coaching</u> with one RAMP coach to support completion of RAMP application (12 per school).</p>	<p>\$375/hour x 24 = \$9,000</p>
RAMP Coaching	<p><u>Review of 2 RAMP Applications</u> - review of the entire application by a RAMP Coach with feedback on all components based on the RAMP Rubric.</p>	<p>\$4,500</p>
<p>Cost: \$107,950</p>		

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 4 days of In-Person Professional Learning, Site Visits, Coaching &/or Consultation. 31.5 hours of virtual consultation, coaching, and/or artifact review. Program assessment with materials and tools for the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 4 days In Person/31.5 hours virtual () [] HOURS [] DAYS, under the terms of this agreement at the following location TUSD.

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

- a. District shall pay \$ 107,950.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 107,950.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

_____ Contractor Signature	_____ Title	_____ Tracy Unified School District
_____ IRS Identification Number		_____ Date
_____ Title		_____ Account Number to be Charged
_____ Address		_____ Department/Site Approval
_____		_____ Budget Approval
_____		_____ Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 4, 2024
SUBJECT: Approve Master Contract (MC) for Sierra Vista Child & Family Services, NPS for the 2024-2025 School Year

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Sierra Vista Child & Family Services. The District's Special Education administration would like to contract with Sierra Vista Child & Family Services for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$625,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract (MC) for Sierra Vista Child & Family Services, NPS for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 4, 2024
SUBJECT: **Approve Master Contract for Summa Academy, NPS for the 2024-2025 School Year**

BACKGROUND: Board approval is requested to contract with Non-public school (NPS) placement of Special Education students at Summa Academy. The District's Special Education administration would like to contract with Summa Academy for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2024-2025 regular school year and related services will not exceed \$150,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Approve Master Contract for Summa Academy, NPS for the 2024-2025 School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Ratify Master Contract for Non-Public School Hanna Academy for the 2023-2024 Extended School Year**

BACKGROUND: Board approval is requested to contract with Hanna Academy. The District's Special Education administration would like to contract with Hanna Academy for the 2023-2024 extended school year to provide services pursuant to students IEP. Approval is necessary to remain compliant with the IEP.

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

FUNDING: Expenses for 2023-2024 regular school year and related services will not exceed \$5,200.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5750-1180-5800-800-2542.

RECOMMENDATION: Ratify Master Contract Non-Public School Hanna Academy for the 2023-2024 Extended School Year.

Prepared by: Jason Davis, Director of Special Education.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 14, 2024
SUBJECT: Approve Agreement with The Center for Model Schools, a Division of Houghton Mifflin Harcourt to Provide PD for District Administrators, Site Administrators and Teachers in the 2024-2025 School Year

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

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

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

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement

a collaborative approach to teacher support. The purpose of content is to deepen leadership skills in the area of organizational and instructional leadership. Leadership courses and coaching modules will focus on providing effective feedback to teachers, building leadership capacity, and using classroom data in a meaningful way to increase student achievement.

This contract includes a total of 93 days of support, including coaching days for administrators and teachers with The Center for Model Schools coaches uniquely skilled at providing training and implementation support of the Rigor/Relevance Framework, along with high-leveraging instructional strategies aimed at improving student outcomes.

The 93 in-person days and 6 hrs. of virtual support are made up of the following:

- 5 days of coaching for each of the 17 campuses
- 4 days of coaching for Tracy Independent Study Charter School
- 4 days for Leadership Academies (2 days in the fall and 2 days in the spring)
- 6 one-hour virtual sessions with Dr. Joshua Starr (Equity Based Leadership)

The purpose of this professional development is to continue to train and support all site and district administrators and teachers in the Rigor/Relevance Framework in order to improve instruction and student outcomes. This support includes, but is not limited to:

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

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

FUNDING: The total cost for the staff development training is \$ 436,320 and will be paid by LCFF funds.

RECOMMENDATION: Approve Agreement with The Center for Model Schools, a Division of Houghton Mifflin Harcourt to Provide PD for District Administrators, Site Administrators and Teachers in the 2024-2025 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and The Center for Model Schools, 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: Includes 93 in-person days and 6 hours of virtual support during the 2024-2025 school year made up of the following: 5 days of coaching for each of the 17 campuses, 4 days of coaching for the charter school, 4 days of Leadership Academies (2 days in the fall and 2 days in the spring), 6 one-hour virtual sessions with Dr. Joshua Starr.

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 93 days & 6 virtual hours () **HOURS** **DAYS**, under the terms of this agreement at the following location Tracy Unified school District.

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

- a. District shall pay \$436,320. per [] **HOUR** [] **DAY** **FLAT RATE**, not to exceed a total of \$436,320. 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 \$N/A 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, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board

The Center for Model Schools

Services Agreement

District: Tracy Unified School District
Address: 1875 W. Lowell Avenue | Tracy, CA

Date: 5/23/24
CP: 008996618

Description	
Includes 93 in-person days and 6 hours of virtual support during the 2024-25 school year made up of the following:	
<ul style="list-style-type: none"> • 5 days of coaching for each of the 17 campuses • 4 days of coaching for the charter school • 4 days for Leadership Academies (2 days in the fall and 2 days in the spring) • 6 one-hour virtual sessions with Dr. Joshua Starr 	
Total	\$544,200
Partnership Discount	(\$107,880)
Total Investment (Including Partnership Discount)	\$436,320

Total Investment Includes	
Travel and Expenses	Airfare Ground transportation Lodging Meals All other travel expenses
Materials	Instructional materials used during the session (as applicable)
*Please add proper sales tax to your order where appropriate	

Subject to terms and conditions, located at: <https://www.hmhco.com/terms-of-use/services>
The district referenced above hereby accepts and agrees to the details set forth in this Services Agreement, including dates and fees, subject to the terms and conditions.

Client to Complete

Signature: _____ Date: _____

Printed Name: _____ Title: _____

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

Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to:
Lindsay Lucey
Business Development
518.390.3266
Lindsay.Lucey@hmhco.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during the 2024-2025 School Year**

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

RATIONALE: PIQE will provide its Signature Family Engagement Program for the parents/guardians of the children enrolled at South/West Park Elementary in person. Program educates, empowers, and inspires families to take an active role in their student’s education while building community and a peer-to-peer network. Families are engaged in programming that encourages fostering a positive educational environment at home and at school to increase academic success. Providing PIQE at South/West Park Elementary will support site efforts to encourage parents to participate in their child’s education and provide programs to develop a positive, supportive relationship with the school, home, community and to facilitate a partnership to support student achievement. This supports SWPE Goal #1 – Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups. In addition, the program would also meet SWPE Goal #2- Provide a safe and equitable learning environment for all students, by providing parent workshops.

FUNDING: The cost, not to exceed \$12,500.00, and will be paid by A-G Improvement Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during the 2024-2025 School Year.

Prepared by: Juan Lopez, Principal, South/West Park Elementary.

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide workshops for the parents who have students enrolled at South/West Park Elementary. The Family Engagement Program educates, empowers, and inspires families to take an active role in their student's education while building community and a peer-to-peer network. The set of 8 (eight) workshops will take place in of Fall 2024.

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

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

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

- a. District shall pay \$ 12,500 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [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 2024, and shall terminate on January 2025.

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, Juan Lopez, at (209) 830.3335 or jlopez@tusd.net with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor [] WILL [] WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: Juan López, Principal
From: Gabriela Rios, Executive Director
Date: May 28, 2024

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

RECITALS

Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12 Program (FE)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school’s leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

- A. Time of Class: Morning Evening
 - B. Type of Class: Virtual (V) , Hybrid (H) , In-Person (P)
- In Person:** Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony.

Session Dates:
August 28, 2024 – October 16, 2024

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

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

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

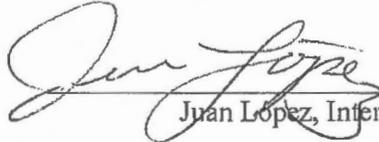
Location: **TBD**

School funding: _____

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

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

I accept these services at **South West Park Elementary School** under the terms and conditions noted.



Juan Lopez, Interim Principal

6/7/24

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 10, 2024
SUBJECT: **Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2024-2025 School Year**

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

RATIONALE: The Agricultural Incentive Grant provides additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$18,250.00. This meets Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Agriculture Incentive Grant - \$ 18,250.00.

RECOMMENDATION: Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2024-2025 School Year.

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

Application for Funding

Agricultural Career Technical Education Incentive Grant Program Year 2024–25

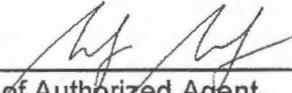
Project Duration: July 1, 2024, to June 30, 2025

School Site: Tracy High School

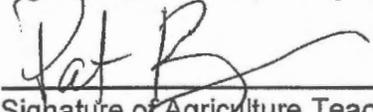
District: Tracy Unified School District

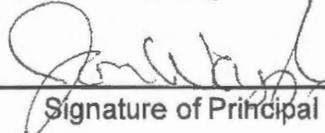
Certification:

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


Signature of Authorized Agent

Superintendent
Authorized Agent Title


Signature of Agriculture Teacher
Responsible for Program


Signature of Principal

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

Local Educational Agency (LEA) Board Approval Date: 6/25/2024

Printed Name of Agriculture Teachers:

Patrick Rooney

Jason Gentry

Yesenia Huerta

Francesca Carrillo

Paige Henry

PART A – Base Level Funding

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

Note: Stand-alone middle school programs will only be required to complete Part A.

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

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

PART A – Base Level Funding (Continued)

Qualified Program (\$4,500) to each site		\$ 4,500
Number of Agriculture Teachers teaching at least one approved agriculture course?	5	
Teacher based funding (Number of teachers x \$500)		\$ 2,500.00
Number of Students as identified on the 2023-24 FFA Membership roster?	\$ 525	
Student based funding (Number of students x \$10)		\$ 5,250.00
Class size funding A (number of teachers meeting level A in all classes – 29-31 in classroom/23-25 in shop classes)	\$ 4	
Class size A funding (Number of teachers meeting level A class size x \$1,000)		\$ 4,000.00
Class size funding B (number of teachers meeting level B in all classes – 28 in classroom/22 in shop classes)	\$ 1	
Class size B funding (Number of teachers meeting level B class size x \$2,000)		\$ 2,000.00
Total Part A Funding:		<u>\$ 18,250.00</u>

PART B – Additional Funding

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

Based on the 2023-24 Agricultural Education Incentive Grant Report, and points accumulated, the LEA may qualify for base level funding through the classroom section, leadership section, and experiential learning (SAE) section.

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

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

PART B – Additional Funding (Continued)

Classroom Section

Points Earned as Identified in the AET Report	_____	
Level A Funding: (number of teachers x \$250) + \$2,250		_____
Level B Funding: (number of teachers x \$500) + \$4,500		_____
Total Classroom Section Funding		\$ 0.00

Leadership Section

Points Earned as Identified in the AET Report	_____	
Level A Funding: (number of teachers x \$250) + \$2,250		_____
Level B Funding: (number of teachers x \$500) + \$4,500		_____
Total Leadership Section Funding		\$ 0.00

Experiential Learning SAE Section

Points Earned as Identified in the AET Report	_____	
Level A Funding: (number of teachers x \$250) + \$2,250		_____
Level B Funding: (number of teachers x \$500) + \$4,500		_____
Total Experiential Learning SAE Section		\$ 0.00

Total Part B Funding: \$ 0.00

Part C – Program Funding

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

Part C – Program Funding (Continued)

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

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

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

Section A – Earn one point for each criterion met.

- Held an FFA Officer team retreat or other planning activity prior to the start of school and continued to hold meetings during the year to plan FFA activities.
- In addition to the Agricultural Education Advisory Committee, the program has an Agriculture Boosters Club and/or an FFA Alumni Chapter.
- Program hosted a Student Teacher.

Total Points Section A: _____
(3 Points Possible)

Section B – Earn points based on AET California Ag CTE Incentive Grant Application Report. Points Earned as Identified in the AET Report for D–Program: _____

Total Points Section B: 0.00
(Section A + Section B Points)

Level A Funding: (\$5,000) _____

Level B Funding: (\$7,500) _____

Total Part C Funding: \$ 0.00

Part A Base Level Funding: \$ 18,250.00

Part B Additional Funding: \$ 0.00

Part C Program Funding: \$ 0.00

Grand Total Funding: \$ 18,250.00

Budget Report

Agricultural Career Technical Education Incentive Grant

Due Date: Budget Report is due in Regional Supervisor's Office by July 15.

Funding Year: 2024-2025

School Site: Tracy High School

District: Tracy Unified School District

Patrick Rooney Digitally signed by Patrick Rooney
Date: 2024.06.04 11:09:51 -07'00'

Electronic Signature of Person Preparing Report

Patrick Rooney Digitally signed by Patrick Rooney
Date: 2024.06.04 11:10:11 -07'00'

Electronic Signature of Agriculture Teacher
Responsible for Program

Budget Category 4000: Books and Supplies

Item	Budget (Column A)	Budget Match (Column B)
Supplies	\$ 6,000.00	\$ 6,000.00
Total 4000	\$ 6,000.00	\$ 6,000.00

Budget Category 5000: Services and Operating Expenses, Travel, Conferences, Rentals, etc.*

*Each Line Item in Object Code 5000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Conferences	\$ 7,000.00	\$ 7,000.00
Transportation	\$ 3,000.00	\$ 3,000.00
Total 5000	\$ 10,000.00	\$ 10,000.00

Budget Category 6000: Capital Outlay*

*Each Line Item in Object Code 6000 must be matched.

Item	Budget (Column A)	Budget Match (Column B)
Equipment	\$ 2,250.00	\$ 2,250.00
Total 6000	\$ 2,250.00	\$ 2,250.00

Grand Totals: \$ 18,250.00 \$ 18,250.00



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: **Approve Out of State Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year**

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

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Approve Out of State Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year.

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

Tracy High School
Agriculture Department/FFA Travel Schedule
2024-2025

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/21-10/25/24 (Mon-Fri)	National FFA Convention Indianapolis, IN (Out of state/overnight, teachers and students)	FFA Foundation CTE/Perkins Students AG Incentive Grant
12/2-12/6/24 (Mon-Fri)	NAAE (Nat'l. Assn. Ag Teachers) Conference San Antonio, TX (Out of State/overnight, teachers)	FFA Foundation CTE/Perkins



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: **Approve Overnight Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year**

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

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Approve Overnight Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year.

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

Tracy High School
Agriculture Department/FFA Travel Schedule
2024-2025

<u>Date</u>	<u>Function</u>	<u>Funding</u>
11/4-11/6/24 (Mon-Wed)	New Professionals Institute Fresno, CA (Out of district/overnight, teachers)	CTE/Perkins Ag Incentive Grant
11/22-11/23/24 (Fri – Sat)	CATA Regional Meeting & Road Show Stockton, CA (Out of District/overnight, teachers)	Ag Incentive Grant CTE/Perkins
1/10-1/11/25 (Fri-Sat)	Made for Excellence Leadership Seminar Sacramento, CA (Out of district, overnight, teachers & students)	FFA Ag Incentive Grant CTE/Perkins
4/3-4/6/25 (Thur-Sun)	FFA State Leadership Conference Sacramento, CA (Out of district, overnight, teachers and students)	FFA/Students Ag Incentive Grant CTE/Perkins FFA Foundation
5/1-5/3/25 (Thur-Sat)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers & students)	CTE/Perkins FFA/Students FFA Foundation Ag Incentive Grant
6/19-6/20/25 (Thur-Fri)	FFA Officer Leadership Retreat Location -TBD (Out of District, overnight, teachers and students)	FFA FFA Foundation
6/22-6/26/25 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag District Funds ROP/CTE Ag Incentive Grant



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 7, 2024
SUBJECT: **Approve All Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year**

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

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Approve All Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year.

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

Tracy High School
Agriculture Department/FFA Travel Schedule
2024-2025

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/17-19/24 (Wed-Fri)	FFA Officer Retreat TBD (Out of District, teachers & students)	FFA & FFA Foundation Students
7/12-28/24 (Fri-Sun)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/21/24 (Wed)	Delta Cal Meeting (Fall) East Union H.S. Manteca, CA (Out of District, teachers)	FFA CTE/Perkins Ag Incentive Grant
9/18/24 (Wed)	Chapter Officer Leadership Conf WHS, Tracy, CA (Teachers and students)	FFA AG District Funds Ag Incentive Grant
9/26/24 (Thur)	Opening and Closing Speech Contest Stockton, CA (Out of District, Teachers and Students)	FFA CTE/Perkins Ag Incentive Grant
10/3/24 (Thur)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA CTE/Perkins Ag Incentive Grant
10/1/24 Thru May 2025	Project Visits – observe student’s work Various student homes (Teachers and students)	FFA FFA Foundation
10/3-6/24 (Thur-Sun)	Grand National’s Livestock Show Daly City, CA (Out of District, Teacher & Students)	CTE/Perkins AG Incentive/Students FFA Foundation
10/17/24 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA CTE/Perkins

Tracy High School
Agriculture Department/FFA Travel Schedule
2024-2025

<u>Date</u>	<u>Function</u>	<u>Funding</u>
(Thur)	11/7/24 FFA Stockton, CA (Teachers, students and Admin.)	Construction Trades Fair CTE/Perkins
11/12/24 (Tue)	Ag Careers Summit Stockton, CA (Teachers, students, and Admin)	FFA CTE/Perkins
12/7/24 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
1/8/25 Thru 4/30/25	Ag Proficiency Classes (Various days) MJC or Delta College (Out of district, teachers and students)	FFA Ag Incentive Grant
1/16/25 (Thur)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
1/27/25 (Mon)	BIG Co-Ops Speaking Contest WHS – Tracy, CA (Teachers and students)	FFA FFA Foundation
1/30/25 (Thur)	FFA State Degree Scoring Interview Contest/Record Books Ripon, CA (Out of district, teachers and students)	FFA Ag District Funds
2/1/25 (Sat)	FFA Foundation Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/11/25 (Tue)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers)	FFA AG District Funds

Tracy High School
Agriculture Department/FFA Travel Schedule
2024-2025

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/4/25 (Tue)	Field Trip TBD (Out of district, teachers and students)	CTE/Perkins FFA Foundation Ag Incentive Grant
2/12/25 (Wed)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant
2/6/25 (Thur)	FFA Speech Contest Escalon, CA (Teachers, students and parents)	FFA CTE/Perkins
2/18/25 (Tue)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP/CTE
2/22/25 (Sat)	FFA/CATA Central Region Meeting Los Banos, CA (Out of district, teachers and students)	Ag District Funds
2/25-28/25 (Tue-Fri)	Sacramento FFA Leadership Conf Sacramento, CA (Out of district, teachers and students)	FFA CTE/Perkins AG Incentive Grant
2/27/25 (Thur)	Feeder School Presentations Various Middles Schools Tracy, CA (Teachers and Students)	FFA Ag District Funds
3/7/25 (Fri)	Regional FFA Speech Contest MJC, Modesto, CA (Out of district, teachers and students)	FFA CTE/Perkins FFA Foundation
3/20-22/25 (Thur-Sat)	Ag Council of California Conference Monterey, CA (Out of District, teachers)	CTE Carl Perkins

Tracy High School
Agriculture Department/FFA Travel Schedule
2024-2025

4/8/25 (Tue)	Field Trip TBD (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant
4/10/25 (Thur)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag District Funds
4/24/25 (Thur)	Delta-Cal Sectional Mtg/FFA Officer Election Delta College Stockton, CA (Out of district, teachers and students)	FFA
4/29/25 (Tue)	FFA Regionals/State Degree Ceremony Delta College, Stockton, CA (Out of district, teachers and students)	FFA CTE/Perkins
5/8/25 (Thur)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/14/25 (Wed)	Field Trip TBD (Out of district, teachers and students)	FFA CTE/Perkins Ag Incentive Grant
6/5/25 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of district, teachers and students)	FFA FFA Foundation
6/7-15/25 (Sat-Sun)	AG Fest/S.J. County Fair Stockton, CA (Out of District, teachers and students)	FFA FFA Foundation

Tracy High AG/FFA Department FFA Field Days 2024-2025

10/5/24	Cotton Contest@ CVC
10/12/24	Corcoran FFA Cotton Contest
10/19/24	Hanford FFA Lunstad Cotton Classic
11/2/24	Fresno State FFA Cotton Judging State Finals
12/7/24	Mariposa Field Day
1/25/24	Reedley College Mid-Winter FFA Field Day
1/18/25	Tokay FFA Ag Booster's Grapevine Pruning CDE
2/1/25	Arbuckle Field Day
2/1/25	Fresno State Mid-Winter FFA State Finals
2/1/25	Merced College Parliamentary Procedure Invitational
2/8/25	Bakersfield Field Day
2/15/25	Mt. SAC/Sunny Hills Vet Science Contest
2/28-2/29	Harper FFA Online Livestock Contest
3/1/25	Gridley Field Day
3/1/25	Harper FFA Online Livestock Contest
3/1/25	Hollister High School Welding Contest
3/8/25	Le Grand FFA Field Day
3/8/25	UC Davis Field Day
3/8/25	Chico State and Butte College Field Day
3/8/25	Battle on the Bosque Online CDEs
3/8/25	Dinuba FFA Field Day
3/8/25	Harper FFA Online Livestock Contest
3/8/25	Merced College Field Day
3/8/25	San Diego Section Field Day
3/8/25	San Luis Obispo Parliamentary Procedure Contest
3/15/25	El Capitan Welding CDE

Tracy High AG/FFA Department FFA Field Days 2024-2025 (cont.)

3/15/25	Los Banos Field Day
3/15/25	Modesto Junior College Field Day
3/15/25	Los Banos Farm Power
3/29/25	Reedley College FFA Field Day
4/5/25	Clovis FFA Field Day
4/5/25	College of the Sequoias Ag Pest Contest
4/5/25	Golden State Field Day
4/5/25	Madera FFA Small Engines Contest
4/5/25	Sanger High School CDE Welding Contest
4/12/25	Parlier FFA Forestry CDE
4/12/25	Southern Region FFA Banquet: North
4/19/25	Clovis Ag Welding Contest
4/12/25	Fresno State FFA State Finals & Field Day
4/26/25	California State Finals Welding Merced College
4/26/25	California State FFA Ag Mechanics Fair
4/26/25	California State Finals Welding
4/26/25	Fowler FFA Contests
4/26/25	Reedley Middle College FFA Field Day
5/3/25	California State Finals at Cal Poly

****All Field Days are on Saturdays unless highlighted. Those contests with same days are due to different FFA teams attending the competitions that apply to their teams.**

Funding will be FFA, FFA Foundation, CTE/Perkins, and Ag Incentive Grant

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

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 10, 2024
SUBJECT: **Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) for a Behaviorist and West High School during the 2024-2025 School Year**

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. They will provide one full time Behaviorist, for a total of 11 hours daily beginning August 5, 2024. There is no cap on the number of students they can serve. They will respond to behavioral situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: F.A.C.E.S will be paid \$90.00 per hour, for 11 hours per day, for 180 days at a cost of \$114,030.00. This will be funded through LCFF/LCAP.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) for a Behaviorist and West High School during the 2024-2025 School Year.

Prepared by: Mr. Gary Henderson, Principal, Merrill F. West High 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 FACES (Faith in Action Community Education), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

- 1. Contractor shall perform the following duties: One full-time Behaviorist who would have a caseload of students that they would meet with regarding behavioral concerns, as well as respond to behavior situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist.

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

- 2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1,980 (180 days @ 11 hours/day () [X] HOURS [] DAYS, under the terms of this agreement at the following location West High, 1775 W. Lowell Ave.

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

- a. District shall pay \$90.00 per HOUR DAY FLAT RATE, not to exceed a total of \$114,030.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a MONTHLY PROGRESS BASIS SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

- 4. The terms of the agreement shall commence on August 6, 2024, and shall terminate on May 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Bond Cashmere, at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor 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 95202

209-870-0471

CEO

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



An overview of program services and costs is attached for your review and consideration.

F.A.C.E.S. appreciates the opportunity to work with your students, staff, and community. Please feel free to call (209) 870-0471 for more information or to discuss the implementation of services.

This budget proposal provides the cost of one full-time Behaviorist from August 5th, 2024 through May 30th, 2025. The Behaviorist would be have a caseload of students that they would meet with regarding behavioral concerns, as well as respond to behavior situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist.

West High School		Budget Proposal for one (1) School Site Behaviorist full-time for (7) hours per day		
Hourly Rate	Hours per Day	Number of Students	Days of Service	School Budget
\$90.00	7	No Minimum	181	\$114,030.00

Contact Information

Faith in Action Community Education
 Services Joshua Brown
 CEO
 401 E. Main St. Stockton, CA 95202
 209-870-0471
jbrown@facesedu.org

West High School
 Deborah Hartenstein
 Principal
 1775 West Lowell Tracy, CA 95376
 (209) 830-3370
dhartenstein@tusd.net

📍 401 E. Main Street
 Stockton, CA 95202
 ☎ 209 870.0471
 ✉ info@FACESedu.org
 🌐 **FACESedu.org**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2024
SUBJECT: **Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) and West High School during the 2024-2025 School Year**

BACKGROUND: Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and assessments for diverse students.

RATIONALE: F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. They will provide one full time mental health therapist and one part time mental health therapist, for a total of 11 hours daily beginning August 5, 2024. There is no cap on number of students they can serve. They will provide group therapy services that include grief and loss groups, addition groups, social anxiety groups, and boy groups. As well as students who are failing academically and trauma counseling for English language learners. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: F.A.C.E.S will be paid \$90.00 per hour, for 11 hours per day, for 180 days at a cost of \$178,200.00. This will be funded through Title 1 (SSP#1c8).

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) and Merrill F. West High School during the 2024-2025 School Year.

Prepared by: Mr. Gary Henderson, Principal, Merrill F. West High 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 FACES (Faith in Action Community Education), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

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

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1,980 (180 days @ 11 hours/day) () HOURS [] DAYS, under the terms of this agreement at the following location West High, 1775 W. Lowell Ave.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$90.00 per HOUR [] DAY [] FLAT RATE, not to exceed a total of \$178,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on May 29, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Bond Cashmere at (209) 830-3370 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
 - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
 - b. Contractor WILL WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

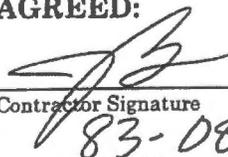
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

AGREED:


Contractor Signature _____ Title _____
83-0818579
IRS Identification Number
CEO
Title
401 E. Main Street
Address
Stockton, CA 95202
209-870-0471

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 4, 2024
SUBJECT: **Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and West High School during the 2024-2025 School Year**

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

RATIONALE: The focus of PIQE is to encourage and support low-income, ethnically diverse parents of K-12 school children to take a participatory role in their children's education. Providing PIQE at Williams Middle School will support site efforts to encourage parents to participate in school activities and provide programs to develop a positive, supportive relationship with the school, home, and community and to facilitate a partnership to support student achievement. This request supports District Strategic Goal #1: Prepare all students for college and career and ensure all students meet grade level standards with a focus on closing the achievement gap.

FUNDING: The District shall pay \$14,500 for the nine-week parent class, not to exceed \$14,500. The cost of the program will be paid by District ELOG Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and High School during the 2024-2025 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Eight week parent class to educate parents and increase parent involvement at Merrill F. West High School for the 2024-2025 school year

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

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

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

- a. District shall pay \$ 14,500.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 14,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ _____ for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on January 15, 2025, and shall terminate on March 18, 2025.

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, Gary Henderson, at (209) 830-3345 ext. 3010 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



**SERVICES ACCEPTANCE
MEMORANDUM OF UNDERSTANDING**

To: Gary Henderson, School Principal
From: Gabriela Rios, Executive Director
Date: May 14, 2024

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

RECITALS

Scope of Services: PIQE will provide its **Signature Family Engagement in Education K-12 Program (FE)** for the parents/guardians of the students enrolled in the school above mentioned. PIQE will recruit parents/guardians by phone, provide an Orientation session, a series of weekly training sessions, organize and conduct a Question-and-Answer forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques to empower parents to address the educational needs of their school-aged children.

A. Time of Class: **TBD** Morning ____ Evening _____

B. Type of Class: **TBD** Virtual (V) _____, Hybrid (H) _____, In-Person (P) ____

In Person: Morning or Evening - PIQE will offer a class in the (morning, evening, both) starting with the Orientation through Graduation ceremony.

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

Hybrid – PIQE will offer online through the Zoom platform from Orientation through week six, Principal Dialogue and Graduation ceremony will be in person.

C. **Virtual and Hybrid Services:** For virtual services, PIQE will support families to get on to the Zoom platform and with online connectivity and navigation.

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

Session Dates:
Winter-Spring 2025

- D. Compensation: a flat fee of \$14,500.00 for a class of up to 50 parents. Any additional class will be \$3000.00 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.
- E. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be cancelled on or after class #4 in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

Location: TBD

School funding: _____

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

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

I accept these services at **Merrill F West High School** under the terms and conditions noted.

Gary Henderson, School Principal

Date

Parent Institute Representative:



Gabriela Rios, Executive Director, PIQE

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2024
SUBJECT: Approve Out of State Travel for West High School Agriculture Program to attend The National FFA Convention in Indianapolis, IN October 23-27, 2024

BACKGROUND: The National FFA Convention & Expo is in its 97-year of service which is dedicated to the promotion of the next generation of Ag leaders. Their stated goal this year is to contribute to become a leader and influencer, ready to make an impact. During this event, find out who you are, who you want to become and how you can change how the world grows. One employee from West High will be attending this conference, the Agricultural Coordinator Marlen Hepner. She will fly on an airline, rent a vehicle, and stay overnight in a hotel near the Convention Center in Indianapolis, ID.

RATIONALE: The Agricultural Coordinator will represent our state and district. She will learn how to use fun leadership philosophies to teach students how to become effective AG leaders and build a better AG community within our school. This Agenda aligns with Strategic Goal #2 Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The total cost will not exceed \$5,000.00. West High ASB and West High Site funds will pay all expenses incurred for this conference.

RECOMMENDATION: Approve Out of State Travel for West High School Agriculture Program to attend The National FFA Convention in Indianapolis, IN October 23-27, 2024.

PREPARED BY: Mr. Gary Henderson, West High School Principal.

Merrill F. West Agriculture Department
Merrill F. West High School
1775 Lowell Avenue
Tracy, CA 95376
(209) 830-3370 Ext. 3191, 3852
mhepner@tUSD.net

June 6, 2024

Dear Mr. Henderson,

This is a list of dates requiring an out of State Travel Approval for staff only to travel to be submitted to the TUSD Calendar for the West Agriculture Program to attend the National FFA Convention, American Degree Ceremony and CTE events for the upcoming school year. Please help me to attain approval for these dates. If you have any concerns or questions regarding this list, please let me know.

2024-2025 Overnight Approval Dates

October 23-27 – National FFA Convention – 1 Staff – Indianapolis, ID Out of State

We have 3 graduates who have qualified for their American Degree, the highest recognition in the National FFA Organization. They are all attending College in separate states and will be traveling individually to the event. I would like to attend to document such a historic event for our chapter. To this point, we only have 4 total, so three in 1 year is epic.

Thank you for your assistance in this matter for the improvement of this department and FFA chapter.

Sincerely,

Marlene Hepner, Instructor
Cc:dh



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: June 6, 2024
SUBJECT: **Approve Overnight Travel for the 2024-2025 School Year for the West High Agriculture Staff Chaperons and Students**

BACKGROUND: CTSO Students are required to have completed Leadership development Experiences (LDE), Career Development Events (CDE) and Industry training opportunities as part of the Three Circle Model outlined by Agriculture Education Incentive Grant (AIG) and the Career Technical Education Incentive Grant (CTEIG) High-Quality Career Technical Education (CTE) Program of Activities (POA). Students and Personnel of the West High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions to receive training and Inservice in the areas of Leadership and Educations. Attached, on a Separate page, please find the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and student to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social an emotional potential, and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding for the activities is District Funds, Carl Perkins, Agriculture Incentive Grant, FFA Student Body Account, and Career Technical Education Incentive Grant (CTEIG).

RECOMMENDATION: Approve Overnight Travel for the 2024-25 School Year for the West High Agriculture Staff Chaperons and Students.

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

Merrill F. West Agriculture Department

Merrill F. West High School

1775 Lowell Avenue

Tracy, CA 95376

(209) 830-3370 Ext. 3191, 3852

mhepner@tusd.net

June 3, 2024

Dear Mr. Henderson,

This is a list of dates requiring an overnight approval request for student travel to be submitted to the TUSD Board for the West Agriculture Program to attend California Agriculture Teachers Association (CATA) Delta Valley Sectional, Central Region, State or National FFA association and CTE events for the upcoming school year. Please help me to attain approval for these dates. If you have any concerns or questions regarding this list, please let me know.

2024-2025 Overnight Approval Dates

July 17-18 – Change Makers Conference - 1 Staff and 7 Students – Fresno, CA

October 23-27 – National FFA Convention – 1 Staff and 3 Graduates – Indianapolis, ID Out of State

November 22, 2024 - CATA Road Show Professional Development- 6 staff – Manteca, CA

January 10, 2025 – Made for Excellence/Advanced Leadership Academy FFA Conferences -3 staff and 15 students - Sacramento, CA

February 24-27, 2025- Sacramento Leadership Conference -No Staff – 3 Students- Sacramento, CA

April 3 and 4, 2025 - State FFA Conference – 3 staff and 15 students – Sacramento, CA

April 11, 2025 – State Speaking Contest – 1 staff and 1 student – Fresno, CA

May 2, 2025- Cal Poly State Finals – 5 staff and 25 students – San Luis Obispo, CA

June 17-19, 2025 – Chapter Officer Retreat – 6 Staff and 10 students – Ione, CA

July 16-17 – Change Makers Conference - 1 Staff and 7 Students - Fresno, CA

Thank you for your assistance in this matter for the improvement of this department and FFA chapter.

Sincerely,

Marlene Hepner, Instructor

Cc:dh



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 6, 2024
SUBJECT: **Approve Travel for West High Agriculture Advisors and Students to attend FFA functions for the 2024-2025 School Year**

BACKGROUND: The West High Agriculture Advisors and Students will be traveling to Field Days, Competitions, and FFA Events throughout our area this coming year 2024-2025. They will be traveling by District vans with district approved drivers for these events. West High FFA-AG Students seek continued growth, collaboration, and training to bring ideas with inspiration back to their school and local communities.

RATIONALE: These events provide the opportunity for students with their advisors to continue their training and growth development. 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. As well as continuing professional development on the advisors' behalf.

FUNDING: Event registration, meals, and transportation costs will not exceed \$5,000.00 in total. Funding for these activities will include District Funds, Carl Perkins, Agriculture Incentive Grant, FFA ASB Funds, and Career Technical Education Incentive Grant (CTEIG).

RECOMMENDATION: Approve Travel for West High Agriculture Advisors and Students to attend FFA functions for the 2024-2025 School Year.

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



Merrill F West FFA 2024-2025 Event Calendar



July

16-18- Change Makers Summit

August

5- 1st Day of School
23- Tailgate?
29- FFA Meeting

AUGUST 2024						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY 2025

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16		
19	20	21	22	23	24	25
26	27	28	29	30	31	

January

10- Mini Retreat
17&18- MFE/ALA Sacramento
23- FFA Meeting
27- Sectional Speaking Contest

24- State Degrees Due

September

11- Tri-Tip Dinner
19- FFA Meeting
25- Opening/Closing Contest

5-Ag Career Summit Slips Due
6- Tri-Tip Dinner Tickets Due
20-GLC Slips Due

SEPTEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

FEBRUARY 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

February

1- Arbuckle Field Day
8-Chico Field Day
13-World Ag Expo
20- FFA Meeting

2/18→ 2/21 FFA Week

October

3- GLC Lodi
4- Mini Day
17- FFA Meeting
19- Fall Festival
21- Parent Teacher Conferences
29- AgVenture Manteca

4-AgVenture Slips Due
18- MFE/ALA Slips Due
25-Greenhand & Chapter Degree App Due

OCTOBER 2024						
S	M	T	W	Th	F	S
		1	2		4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20		22	23	24	25	26
27	28	29	30	31		

MARCH 2025

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

March

1-Le Grand Field Day
7- Mini Day & YQCA Training
8- UC Davis/ Dinuba Field Day
15- MJC Field Day
20- FFA Meeting
22- Regional FFA Meeting
29- Reedley Field Day

November:

7- FFA Meeting & Degree Night
14- Special Programs Night

**See's Candy Fundraiser- Every \$30 Sold = 1 FFA Point

NOVEMBER 2024						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APRIL 2025

S	M	T	W	Th	F	S
		1	2			
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April

3 → 6 State Conference
5?- Clovis Field Day
9- AgVenture Tracy
10- Officer Interviews
12- Fresno Field Day
17- FFA Meeting
23- Sectional FFA Meeting
26- Fowler Field Day
28- Regional Award Night- Modesto HS
8- Officer Apps Due

December

Local Speaking Contest??
12- FFA Meeting
12- MANDATORY AG FEST PARENT MEETING

**Poinsettias on Sale! (Every 3 sold= 1 Point!)

DECEMBER 2024						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MAY 2025

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May

2 → 3- Cal Poly State Finals
14- Banquet
22- FFA Meeting

Key:

First/Last Day of School

No School

School Event

Minimum Day

FFA Meeting

Event

Contest

Chapter Event
Above Chapter Event

10% of your grade is FFA Activity Points. Each Semester Requirement is 5 total FFA Activity Points.

July 2024

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4 Independence Day	5	6
7	8	9	10	11	12	13
14	15	16	17 Change Makers Summit	18 Change Makers Summit	19 TTIP MH KM	20
21	22	23	24	25	26 Dept Chair	27
28	29 Voluntary Class Prep Day	30 Staff BBD	31 Staff BBD			

August 2024

CATA Meeting
 Back to School Night
 CDE/LDE Week (8/26 -8/30?)
 Tailgate
 Tri Tip Dinner Tickets/costed out

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 Teacher Preservice	2 Teacher Preservice	3
4	5 First Day of School	6	7	8	9	10 Sectional Officer Leadership Summit (SJCOE)
11	12	13	14	15	16	17
18	19	20	21 Back to School Night	22 Fall CATA Meeting- Venture Academy 4:30	23 Tailgate?????	24
25	26	27	28	29 FFA Meeting	30	31

September 2024

COLC- Ripon Christian
Ag Career Summit
Kid in a box confirmed.

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 Labor Day No School	3	4 Trinity-Unavailable	5 Ag Summit Permission slips due	6 Tri Tip Tickets due	7
8	9	10	11 Tri Tip Dinner	12	13	14 Trinity-Unavailable
15	16	17	18 Fall Festival Meeting at lunch COLC @ Ripon Christian	19 FFA Meeting Ag Career Summit????	20 GLC Permission slips due Kid IN A Box	21
22	23 Homecoming	24 Homecoming (PowderPuff Game) CA National Delegate	25 Homecoming Opening and Closing SJCOE at 9am	26 Homecoming	27 Homecoming (Dance & Carnival)	28
29	30 ██████████ ██████████					

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October 2024

AgVenture- Permission Slips Due October 4!
MFE/ALA Applications Due September 30 or Due October 10
Greenhand Degree Applications
Chapter Degree Applications- Due October 14 & Due October 25
National Convention
State FFA Scholarships Open October 1

Pumpkins

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2 Fall Festival Meeting at lunch	3 GLC- Lodi	4 Minimum Day Pumpkins? ██████████	5
6	7 No School	8 No School	9 No School	10 No School	11 No School	12
13	14 Columbus Day ██████████ ██████████	15 AET Rosters Due AIG Report of Expenditures Due	16 Fall Festival Meeting at lunch Advisory Meeting	17 FFA Meeting	18 ██████████ ██████████	19 Fall Festival
20	21 Parent/Teacher Conferences	22	23 National Convention	24 National Convention	25 National Convention ██████████ ██████████	26 National Convention
27	28 ██████████ ██████████	29 AgVenture Manteca	30	31 Halloween		

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November 2024

New Professionals: November 5-6 Confirmed by SD
Admin Night
Special Programs Night
Local Speaking?
State Conference Applications

confirmed Construction Day- 11/7

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5 New Professionals	6 New Professionals	7 Degree Night Construction Trades Day	8	9
10	11 Veterans Day No School	12	13 Delta Valley Admin Night- Venture Academy	14 FFA Meeting	15	16
17	18	19	20	21	22 CATA Roadshow- Manteca	23 CATA Meeting- Manteca
24	25 No School	26 No School Trinity-Unavailable	27 No School	28 No School	29 No School	30

December 2024

Local Speaking?
State Scholarships Apps Due 12/6

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12 FFA Meeting	13	14
15	16	17	18 Finals 1-2	19 Finals 3-4	20 Finals 5-6	21
22	23 No School	24 No School	25 Christmas No School	26 No School	27 No School	28
29	30 No School	31 No School				

January 2025

State Degrees
Sectional Speaking – Confirmed at SJCOE 1pm start time
Animal Pick up
 Confirmed from SD Cooperating Teacher Conference: January 28-29

Sectional Proficiencies Due in AET 1/17 & State Degrees Due in AET 1/24 @ 6pm

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 New Year's Day No School	2 No School	3 No School	4
5	6	7	8	9	10 Mini Retreat	11
12	13	14	15	16	17 MFE/ALA Sac	18 MFE/ALA Sac
19	20 M L King Day No School	21	22	23 FFA Meeting	24 State Degrees due	25
26	27 Sectional Speaking Contest- SJCOE at 1pm	28 Cooperative Teacher Conf	29 Cooperative Teacher Conf	30	31	

February 2025

Trades Day
World Ag Expo-13
Turkey Day
SLE?
Regional Officer Apps: 2/3 --> 2/28

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Arbuckle Field Day
2	3	4	5	6	7	8 Chico Field Day
9	10 No School	11 State Degree Verification Day- (Manteca D.O.)	12	13 World Ag Expo????	14 Valentine's Day	15
16	17 Presidents' Day No School	18 FFA Week	19 FFA Week	20 FFA Meeting FFA Week	21 FFA Week	22 CATA Meeting- Modesto
23	24 SLE	25 SLE	26 SLE	27 SLE	28	

March 2025

Regional Speaking Contest?

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1 Le Grand Field Day
2	3 Trinity-Unavailable	4	5	6	7 Mini Day/ YQCA Training Regional Speech Contest @MJC	8 UC Davis Field Day Merced College FD Dinuba Field Day
9	10 No School	11 No School	12 No School	13 No School	14 No School Reg. Off Screening	15 MJC Field Day Reg. Off Screening
16	17	18	19	20 FFA Meeting	21	22 Regional FFA Meeting (GV)
23	24	25	26	27	28	29 Reedley Field Day
30	31					

April 2025

Regional Awards
State Conference One Day

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 State Speaking Contest- Sac	2	3 State Conference	4 State Conference	5 State Conference Clovis Field Day?
6 State Conference	7	8 Officer Applications Due	9 AgVenture Tracy	10 Officer Interviews	11	12 Fresno Field Day
13	14	15	16	17 FFA Meeting	18 Good Friday No School	19
20 Easter Sunday	21 No School	22	23 Sectional Meetings at EU. 2pm Office, meeting 4:30	24	25	26 Field Day?
27	28 Regional Awards Night- Modesto HS @6pm	29	30			

May 2025

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2 Cal Poly	3 Cal Poly
4	5	6	7	8	9	10
11 Mother's Day	12	13	14 Banquet	15	16 Senior Trip	17
18	19	20	21	22 FFA Meeting	23	24
25	26 Memorial Day No School	27	28	29 Last Day of School	30 Voluntary Class Prep Day	31

**June
2025**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 Point Award Trip	4	5	6	7
8	9	10	11	12	13	14
15 Father's Day	16	17	18	19	20	21
22 CATA Summer Conference – Skills & Registration	23 CATA Summer Conference	24 CATA Summer Conference	25 CATA Summer Conference- Banquet	26 CATA Summer Conference – Reg Meeting & Skills Session?	27	28
29	30					



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 5, 2024
SUBJECT: **Approve Agreement for Contract Services between Faith in Action Community Education Services and Williams Middle School for the 2024-2025 School Year**

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

RATIONALE: FACES is a company who is a leader in their field. They have diverse mental health specialists who represent our student population and a proven success record impacting student behaviors. Since our high suspension rate qualifies us for differentiated assistance support, we would like to continue to work with FACES for the 24-25 school year. They will provide 1 behaviorist, 7 hours daily for the 2024-25 school year. There is no cap on the number of students they can service. They will provide services that include mentorship, behavior support, restorative practices, and work with small groups for conflict resolution and other social emotional needs as well as work with students who are failing academically. This aligns with Strategic Goal #2 of our SPSA to provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

FUNDING: FACES will be paid \$113,400.00, funded through LCAP fund's goal 2 action 6.

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Community Education Services and Williams Middle School for the 2024-2025 School Year.

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

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

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

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

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

- a. District shall pay \$90.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$113,400.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on May 30, 2025.

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, Jenny Hoffman, at (209)830-3345 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:

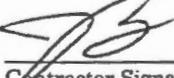
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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, 95202

CEO
Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



An overview of program services and costs is attached for your review and consideration.

F.A.C.E.S. appreciates the opportunity to work with your students, staff, and community. Please feel free to call (209) 870-0471 for more information or to discuss the implementation of services.

This budget proposal provides the cost of one full-time Behaviorist from August 7th, 2024 through May 20th, 2025. The Behaviorist would have a caseload of students that they would meet with regarding behavioral concerns, as well as respond to behavior situations that arise on campus. Services will not be limited to a specific number of students as long as the caseload is within the capacity of the Behaviorist.

Williams Middle School				
Budget Proposal for one (1) School Site Behaviorist full-time for (7) hours per day				
Hourly Rate	Hours per Day	Number of Students	Days of Service	School Budget
\$90.00	7	No Minimum	180	\$113,400.00

Contact Information

Faith in Action Community Education
 Services Joshua Brown
 CEO
 401 E. Main St. Stockton, CA 95202
 209-870-0471
jbrown@facesedu.org

Williams Middle School
 Jennifer Hoffman
 Principal
 1600 Tennis Ln, Tracy, CA 95376

(209) 830-3345
Jhoffman@tusd.net

📍 401 E. Main Street
 Stockton, CA 95202
 ☎ 209.870.0471
 ✉ info@FACESedu.org
 🌐 FACESedu.org



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 17, 2024
SUBJECT: **Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2024**

BACKGROUND: Pursuant to the Williams Settlement and California *Education Code* Section 35186, every school must provide 1) sufficient textbooks and instructional materials, 2) school facilities that are clean, safe, and maintained in good repair, and 3) a properly credentialed teacher for every classroom. Education Code, EC 35186(d), requires that school districts shall report summarized data on the nature and resolution of all Williams Uniform Complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. There were no complaints filed under the Williams settlements during the April 15, 2024 – July 15, 2024, reporting period.

RATIONALE: The quarterly report for the period of April 15, 2024, through July 15, 2024, has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2024.

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

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

District: Tracy Unified School District

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

Quarterly Report Submission Date: January 15, 2024
 (check one) April 15, 2024
 July 15, 2024
 October 15, 2024

Date for information to be reported publicly at governing board meeting: June 24, 2024

Please check the box that applies:

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

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

Dr. Robert Pecot
 Print Name of District Superintendent

 Signature of District Superintendent Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 31, 2024
SUBJECT: Approve Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employees

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Finke, Marcia Program Specialist	DEC	06/30/2024	Personal
Stocking, Julianna Associate Superintendent to Educational Services	DEC	06/30/2024	Personal

BACKGROUND:

**MANAGEMENT/CLASSIFIED
CONFIDENTIAL RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Pellegrini, Shirley High School Secretary	Stein	6/30/2024	Retirement

BACKGROUND:**CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cage, Katie Teacher	SWP	06/30/2024	Accepted Position
Carrillo, Zulema Teacher	AFES	06/30/2024	Personal
McLay, Megan Teacher	SWP	06/10/2024	Personal
Sathesh, Arthi Teacher	PES	06/30/2024	Personal

BACKGROUND:**CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Johnson, Debra Teacher	THS	06/30/2024	Retirement

BACKGROUND:**CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Moschetti, Thao Attendance Clerk – Elementary	WMS	6/10/2024	Personal
Plank, April Para Educator I	JES	8/1/2024	Accepted Position
Ramirez, Monica Para Educator I	BES	8/1/2024	Accepted Position
Rhodes, Stacey Para Educator I, IEP	WMS	5/31/2024	Personal
Silveira, Manuel	TRANS	6/4/2024	Accepted Position

BACKGROUND:

COACH RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anderson, John Boys' Varsity Tennis	WHS	5/20/24	Personal

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 22, 2024
SUBJECT: Approve Classified, Certificated, and/or Management Employment.

BACKGROUND:

Contreras, Christine

MANAGEMENT/CLASSIFIED

CONFIDENTIAL

Administrative Secretary to the Associate Superintendent (Replacement)
Human Resources
Range 14, Step D - \$40.46 per hour
Fund: General Fund

BACKGROUND:

Barragan, Maria

CERTIFICATED

Kimball High School
Spanish (Replacement)
"A", Class II, Step 1 - \$62,197.00
Fund: General

Cage, Katie

DEC/Special Education
Curriculum Behavioral Specialist - T.O.S.A.
(Replacement)
"B", Class VI, Step 9 - \$109,345.00
Fund: 60% Special Ed., 40% Mental Health Related Services

Clements, Falyn

Jacobson Elementary School
Kindergarten (Replacement)
"A", Class II, Step 1 - \$62,197.00
Fund: General

Mazon, Elizalde
North School
8th Grade Mathematics (Replacement)
“B”, Class IV, Step 22 - \$91,673.00
Fund: General

Morrison, Cory
Tracy High School
Art (Replacement)
“A”, Class I, Step 1 - \$62,197.00
Fund: General

BACKGROUND:

CLASSIFIED

Gatdula, Rossana
Food Service Worker (New)
Villalovoz Elementary
Range 25, Step E - \$22.83 per hour
Fund: Child Nutrition – School Program

Plank, April
Para Educator I (New)
Jacobson Elementary
Range 24, Step E - \$22.30 per hour
Fund: Targeted SES

Ramirez, Monica
Para Educator I (New)
Bohn Elementary
Range 24, Step C - \$20.34 per hour
Fund: 20% Title I
60% Targeted EL
20% General Fund

Salazar, Tina
Food Service Worker (Replacement)
Stein/DR
Range 25, Step E - \$22.83 per hour
Fund: Child Nutrition – School Program

Silveira, Manuel
Lead Mechanic Supervisor (New)
Transportation
Range 58/, Step D - \$47.41 per hour
Fund: Ongoing and Major Maintenance

Singh, Deepa
Para Educator I (Replacement)
South/West Park Elementary
Range 24, Step A - \$18.53 per hour
Fund: Targeted SES

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

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2024
SUBJECT: **Approve the Classified and Certificated Calendar Listings for 2024 – 2025 School Year**

BACKGROUND: The attached calendars for 2024-25 school year have been prepared by the administration based on the instructional calendar and the required CSEA holidays per the collective bargaining agreement.

This aligns with Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: N/A

RECOMMENDATION: Approve the Classified and Certificated Calendar Listings for the 2024-25 School Year.

Prepared by: Michael Bunch, Director of Human Resources and Employee Relations.

TUSD - CERTIFICATED CALENDAR FOR 2024-25
Traditional FIRST YEAR Teachers: Contract year starts 7/23/2024 (TTIP 7/17, 7/18, 7/19, 7/22, 7/23, 7/26)
Traditional SECOND YEAR AND BEYOND Teachers: Contract year starts Friday 8/1/2024
 School Starts for STUDENTS on Monday, August 5, 2024

Month	Dates	Instr Days	Work Days Yr 1	Work Days 2nd year	TTIP Extra Pay	Buy Back Days	Miscellaneous Information
Jul	15-19; 22-26;	0	2	0	4		TTIP Yr 1 Tchrs - July 17th - July 19th; July 22nd - July 23rd; and Friday July 26th, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one full day or two half days. This time can only be utilized on the two designated dates, July 29, 2024 and/or May 30, 2025. TTIP Yr 1 Tchrs Contract Day, July 23 Contract Day, July 23, Site Contract Day - Yr 1 Tchrs
Jul-Aug	29-2	0	4	2		2*	Required ALL Teachers - Thurs, Aug 1sr Dist Staff Dev Day; Fri, Aug 2nd Site Based Planning/Prep. July 30th and July 31, 2024 BBD.
Aug	5-9	5	5	5			Aug. 5th - 1st Day of Classes
Aug	12-16	5	5	5			
Aug	19-23	5	5	5			
Aug	26-30	5	5	5			
Sept	2-6	4	4	4			Mon, Sept 2nd, Labor Day
Sept	9-13	5	5	5			
Sept	16-20	5	5	5			
Sept	23-27	5	5	5			
Sept-Oct	30-4	5	5	5			Oct 4th Min Day K-12; 44 Days in 1st Quarter & end of 1st Trimester - 44 days
Oct	7-11	0	0	0			Mon-Fri, Oct 7th-11th, Board Designated Non-Work Days
Oct	14-18	5	5	5			
Oct	21-25	4	5	5			Mon. Oct 21st Parent Conferences, Min Day Oct 23rd-Oct 25th, K-5, K-8, 6-8
Oct-Nov	28-1	5	5	5			
Nov	4-8	5	5	5			
Nov	11-15	4	4	4			Mon., Nov. 11th Veteran's Day
Nov	18-22	5	5	5			
Nov	25-29	0	0	0			Mon-Wed, Nov 25th-27th, Board Designated Non-Work Days; Th-Fri, Nov 28th-29th Thanksgiving Break
Dec	2-6	5	5	5			
Dec	9-13	5	5	5			
Dec	16-20	5	5	5			43 Days in 2nd Qtr; 1st Sem = 87 days; Min Day Dec 18th-19th, 9-12; Mon Day Dec 20th, 6-12 (Middle Schools and High Schools)
Dec	23-27	0	0	0			Winter Break Dec 23rd to Jan 3rd
Dec-Jan	30-3	0	0	0			Wed, Jan 1st - New Year's Day
Jan	6-10	5	5	5			
Jan	13-17	5	5	5			
Jan	20-24	4	4	4			Mon, Jan 20th - MLK Holiday
Jan	27-31	5	5	5			
Feb	3-7	5	5	5			Fri., Feb 7th End of 2nd Trimester, 67 Days; Fri, Feb 9th, Min Day K-5 & K-8
Feb	10-14	4	4	4			Mon., Feb 10th - Lincoln's Day
Feb	17-21	4	4	4			Mon, Feb 17th - President's Day
Feb	24-28	5	5	5			
Mar	3-7	5	5	5			42 Days in 3rd Quarter; Fri, Mar 7th, Min Day 6-12
Mar	10-14	0	0	0			Spring Break Mar 10th-Mar 14th
Mar	17-21	5	5	5			
Mar	24-28	5	5	5			
Mar-Apr	31-4	5	5	5			
Apr	7-11	5	5	5			
Apr	14-18	4	4	4			Fri, Apr 18th - Spring Recess Holiday
Apr	21-25	4	4	4			Mon, Apr 21st - Spring Recess Holiday
Apr-May	28-2	5	5	5			
May	5-9	5	5	5			
May	12-16	5	5	5			
May	19-23	5	5	5			Min Day, Fri. May 23rd K-5, K-8, 6-8
May	26-30	3	3	3			Mon, May 26th Memorial Day; May 27th-28th, Min Day 9-12; Thurs. May 29th, Last Day of School, Min Day K-12; 52 days in 4 th Qtr; 98 days in 2nd Sem; 64 days in 3rd Tri.; Friday, May 30th, Voluntary Classroom Prep Day (Optional. May be utilized as follows: one Full day or two half days) This time can only be utilized on the two designated dates, Jul 29, 2024 and/or May 30, 2024.

Instructional Days: 180 days; Work Days: 185+4 (1st Year Teachers) & 183 (2nd Year & Beyond Teachers)

Adopted by TUSD Board of Trustees:

180 185 183

Tracy Unified School District
Classified Calendar 2024-25
Board Approved: June 25, 2024

Month	Dates	Work	Work	Holidays
		Days	Days	
		12-Mo	10-Mo	
July	1-5	4	0	Thurs, July 4th - Independence Day
July	8-12	5	0	
July	15-19	5	0	
July	22-26	5	0	
Jul - Aug	29-2	5	1	Fri., Aug. 2 - 1st day for 10-month Employees
Aug	5-9	5	5	Mon., Aug. 5 - 1st Day of School
Aug	12-16	5	5	
Aug	19-23	5	5	
Aug	26-30	5	5	
Sept	2-6	4	4	Mon, Sept 2nd - Labor Day
Sept	9-13	5	5	
Sept	16-20	5	5	
Sept	23-27	5	5	
Sept - Oct	30-4	5	5	
Oct	7-11	5	0	Oct 7th - 11th, Non Work Day for 10-mo. Employees (no pay)
Oct	14-18	5	5	
Oct	21-25	5	4	Mon, Oct 21st- Non work day for 10 mo. Employees (no pay)
Oct - Nov	28-1	5	5	
Nov	4-8	5	5	
Nov	11-15	4	4	Mon, Nov 11th - Vet. Day
Nov	18-22	5	5	
Nov	25-29	3	0	Nov 20th- 24th, Non Work Day for 10-mo. Employees (no pay) Th-Fri, Nov 23rd-24th Thanksgiving Holiday
Dec	2-6	5	5	
Dec	9-13	5	5	
Dec	16-20	5	5	Dec 23rd - Jan. 3rd Winter Break for 10-mo. Employees (no pay)
Dec	23-27	2	0	Dec. 23rd Non-Paid, Non-Work "Blackout Date"; Dec. 24th Christmas Eve Holiday; Dec. 25th Christmas Day Holiday
Dec - Jan	30-3	4	0	Jan. 1st New Year's Day Holiday
Jan	6-10	5	5	
Jan	13-17	5	5	
Jan	20-24	4	4	Mon, Jan 20th, ML King's Day;
Jan	27-31	5	5	
Feb	3-7	5	5	
Feb	10-14	4	4	Mon, Feb 10th - Lincoln's Day
Feb	17-21	4	4	Mon, Feb 17th - President's Day
Feb	24-28	5	5	
Mar	3-7	5	5	
Mar	10-14	5	0	Mar 10th - March 14th Spring Break, 10 mo. Employees (no pay)
Mar	17-21	5	5	
Mar	24-28	5	5	
Mar - Apr	31-4	5	5	
Apr	7-11	5	5	
Apr	14-18	4	4	Fri, Apr 18th Spring Recess Day
Apr	21-25	4	4	Mon, April 21st Spring Recess Day
Apr - May	28-2	5	5	
May	5-9	5	5	
May	12-16	5	5	
May	19-23	5	5	
May	26-30	4	3	Mon, May 26th Memorial Day; Thurs, May 29th - Last Day of School
June	2-6	5	0	
June	9-13	5	0	
June	16-20	4	0	Thurs, June 19th Juneteenth Holiday
June	23-27	5	0	
Jun - Jul	30-4	1	0	Mon, Jun 30 End of 2024-25 School Year
Total work days:		245	181	TOTAL Work Days 245 (12-mo); 181 Work Days (10-mo)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 13, 2024
RE: **Approve Student Teacher and Counseling Experience with University of San Francisco**

BACKGROUND: Tracy Unified School District currently employs interns through several colleges and universities. This has aided the District in increasing the number of candidates that are available for teaching and school counseling positions within the district. A contract between University of San Francisco and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from June 26, 2024 through June 30, 2029.

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

FUNDING: None.

RECOMMENDATION: Approve Student Teacher and Counseling Experience with University of San Francisco.

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

**MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE**

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 26th day of June 2024, by and between the *University of San Francisco* ("University") and the *Tracy Unified School District* ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide teaching experience in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

B. District shall provide counseling experience in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Counseling” as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

C. District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

B. The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

III. COMPENSATION FOR MASTER TEACHERS

University will pay for the performance by District teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed directly to the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate with endorsement, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured, including proof of Sexual Molestations Coverage of \$1,000,000 with endorsement. The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department. Must also list the "Certificate Holder" as follows:

Tracy Unified School District
1875 W Lowell Ave
Tracy, CA 95376

Workers' Compensation coverage with statutory limits, subrogation to be part of this coverage; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

An **Additional Insured Endorsement** (Form Number CG 2026- Additional Insured- Owners, Lessee, or Contractors, Schedule Person or Organization or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:

List the "Additional Insured" as follows:

Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.

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

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

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 26th day of *June* 2024 and shall terminate on the 30th day of *June* 2029.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean Shabnam Koirala-Azad
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
101 Howard Street, Suite 200
San Francisco, CA 94105

To District:

Tracy Unified School District Attn: Antonia Velasco 1875 W. Lowell Ave. Tracy, CA 95376
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H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

By: 
Rebecca Hong, Ed.D.

Vice Provost
Title

06/07/2024
Date

Tracy Unified School District

By: _____
Name (Signature)

Tammy Jalique
Name (Print)

Associate Supt. for HR
Title

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 6, 2024
SUBJECT: **Approve the Purchase of Rational Ovens for the Kimball High Kitchen**

BACKGROUND: Tracy Unified Food Services plans to purchase Rational ovens for Kimball High School valued at \$54,000 which is under the state and federal bid threshold.

RATIONALE: Approval of this agenda item gives authorization to the Food Service Director to purchase the equipment. This additional equipment is necessary due to an increase in meal participation at Kimball High. This will allow food service staff to improve the quality of food served and provide better customer service for the students.

FUNDING: Funding for this purchase is made through the Food Services Department Budget, using Cafeteria Fund 13. There will be no impact to the General Fund.

RECOMMENDATION: Approve the Purchase of Rational Ovens for the Kimball High Kitchen.

Prepared by: Brandy Campbell, Food Service Director.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tania Salinas, Assoc Supt of Business Services
DATE: June 12, 2024
SUBJECT: **Adopt Resolution No. 23-18 Ordering an Election in School Facilities Improvement District No. 3 to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with other Elections Occurring on November 5, 2024**

Please Note: Under State law, bond election resolutions require 2/3 Board vote for approval. For 7-member seated Board, this is 5 yes votes.

BACKGROUND: The District continues to have important school facility improvement needs within the region of the District known and established as School Facilities Improvement District No. 3 (the “SFID”), which is a sub-territory of the District formed in 2008 for the purpose of conducting bond elections and if successful, issuing voter-approved bonds to address facilities improvement needs within the SFID. The SFID relates to the District territory less elementary feeder district areas.

November 5, 2024 is the date of the statewide general election, and also is an election date at which local bond measures that provide facilities funding upon affirmative vote of at least 55% of qualified voters can be placed on the ballot. In order to appear on the November 2024 ballot, a Resolution calling a bond election must be adopted and filed with the San Joaquin County election official no later than 88 days prior to the election date, or earlier if required by the County Registrar.

The Resolution for Board consideration has been prepared in accordance with all legal requirements and as drafted presents a \$190 million bond measure to SFID voters under Prop. 39 (55% vote) for the purpose of financing projects summarized on the specific Project List attached as Appendix A to the Resolution (Full Text of Measure) which will be printed in the Sample Ballot provided to SFID voters. Appendix B is the abbreviated statement of the measure and is limited to 75 words or less that will be printed on the ballot label and read by voters at the time of casting their vote and contains severally legally required elements. Appendix C presents the Tax Rate Statement which will also be printed in the Sample Ballot which discloses to District voters current expectations regarding the property tax rates and other matters that will apply if bonds are approved and issued.

In order to call the election, the Resolution must have a 2/3 vote of the seated Board (5 aye votes).

RATIONALE: The Board of Trustees is required by law to approve the total expenditures of the district. The Board has requested to review detailed backup for expenditures. This agenda item meets Strategic Goal #3 – Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Nothing from the general fund. If bond the measure receives 55% affirmative vote, the District will be able to issue bonds and apply the proceeds to finance important facility construction and improvement projects benefitting students, staff and the community. Costs of issuance are payable from bond proceeds.

RECOMMENDATION: Adopt Resolution No. 23-18 Ordering an Election in School Facilities Improvement District No. 3 to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with other Elections Occurring on November 5, 2024.

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



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION NO. #23-18**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TRACY UNIFIED
SCHOOL DISTRICT ORDERING AN ELECTION IN SCHOOL FACILITIES
IMPROVEMENT DISTRICT NO. 3 TO AUTHORIZE THE ISSUANCE OF SCHOOL
BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND
REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON
NOVEMBER 5, 2024**

WHEREAS, the Tracy Unified School District (the “District”) of San Joaquin County (the “County”), State of California (the “State”), strives to prepare every graduate to be ready for college and careers by providing quality education in a safe and modern learning environment; and

WHEREAS, most local schools were built 30 or more years ago and need repairs and upgrades for student safety and to support quality education; and

WHEREAS, thanks to support from the community, and passing of previous bonds, the District has been able to rebuild Central Elementary School, North School, and Tracy Learning Center, which now are modern campuses for students and staff to work and learn; and

WHEREAS, however, other schools were built so long ago that underground pipes and infrastructure are failing, which is resulting in gas leaks, water leaks and sewage backups; and

WHEREAS, some school buildings contain hazardous materials such as asbestos and lead pipes, and there are dozens of portable classrooms that are over 25 years old, falling apart and have structural damage and water leaks; and

WHEREAS, since the State does not provide sufficient or dedicated funding for facility improvements, all school districts must rely on local voter-approved bond measures to upgrade aging schools; and

WHEREAS, to ensure local schools are safe and meet modern standards, the District Board of Education (the “Board”) believes that locally controlled funding from a school improvement bond measure is needed; and

WHEREAS, if approved by local voters, a school improvement bond measure would provide locally controlled funding that can only be used to repair and upgrade local elementary and middle schools; and

WHEREAS, funds from a school improvement bond measure would be used to remove hazardous materials like asbestos, lead pipes and mold from older school sites; and

WHEREAS, funds from a school improvement bond measure would be used to repair or replace deteriorating roofs, heating and cooling systems, plumbing, gas lines, sewer lines and electrical systems where needed; and

WHEREAS, funds from a school improvement bond measure would be used to upgrade schools so they meet current health codes, building safety codes and provide proper access for students with disabilities; and

WHEREAS, funds from a school improvement bond measure would be used to improve student safety and campus security systems including forced entry systems, emergency communication systems, fire alarm systems and fencing; and

WHEREAS, funds from a school improvement bond measure would be used to provide classrooms, facilities and technology needed to support high quality instruction in math, science, engineering and technology; and

WHEREAS, a local school improvement bond measure would require strong fiscal accountability protections, including an independent citizens' oversight committee and mandatory annual audits to help ensure all funds are spent as voters intended; and

WHEREAS, all funds from school improvement bond measure would be controlled locally to repair and upgrade local schools only and could not be taken away by the State; and

WHEREAS, no funds from a school improvement bond measure could be used for administrators' salaries, pensions or benefits; and

WHEREAS, the District has previously undertaken proceedings to formally form a sub-territory of the District pursuant to California Education Code 15300 and following (the "SFID Law") which is composed of the sub-territory within which the District provides and operates its elementary facilities and programs; and

WHEREAS, on April 8, 2008, the Board of Trustees of the District (the "Board") adopted Resolution No. 07-23 ordering formation of said school facilities improvement district designated "School Facilities Improvement District No. 3 of the Tracy Unified School District" ("SFID No. 3"); and

WHEREAS, SFID No. 3 is wholly located within the boundaries of San Joaquin County (the "County"); and

WHEREAS, under the SFID Law, following formation of a school facilities improvement district, the governing board may provide for and call a bond election within the school facilities improvement district pursuant to Education Code Section 15264 and following for the purpose of seeking bond authorization for facilities improvements which bonds will be secured by property taxes levied exclusively within the boundaries of said school facilities improvement district; and

WHEREAS, the Board has determined that it is necessary to address the facilities needs that exist within SFID No. 3 for the purposes, among others, of ensuring that its facilities in SFID No. 3 are upgraded, repaired, improved and equipped; and

WHEREAS, on November 7, 2000, the voters of the State of California approved Proposition 39 (“Proposition 39”), which amended Articles XIII A of the California Constitution (“Article XIII A”) to allow for the levy of *ad valorem* property taxes for the payment of bonded indebtedness of a school district, community college district or county office of education approved by at least 55 percent of the voters voting on such proposition; and

WHEREAS, upon the passage of Proposition 39, the Strict Accountability in Local School Construction Bond Act of 2000, being California Education Code Section 15264 and following (the “Act”), became operative; and

WHEREAS, in the judgment of the Board, it is advisable to call an election pursuant to SFID Law and the Act to submit to the electors of SFID No. 3 the question whether bonds of the District shall be issued and sold with respect to SFID No. 3 pursuant to the authority of Article XVI Section 18 of the California Constitution and Article XIII A (together with SFID Law and the Act, the “Law”) for the purposes authorized by the Law and as described in Appendix A hereto (the “Full Text of Bond Measure”), all of which purposes are deemed to benefit the land within SFID No. 3; and

WHEREAS, said local bond measure will include mandatory taxpayer protections, including an independent citizens’ oversight committee, mandatory annual audits to ensure funds are spent as promised, and require that proceeds only be spent on authorized projects and related costs and not on salaries or employee pensions; and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election, upon a two-thirds vote of the Board; and

WHEREAS, the Board desires to call an election in SFID No. 3 pursuant to the Law on November 5, 2024, which is the date of the statewide general election, and pursuant to Education Code Section 15121 and Elections Code Section 10400 and following, to request consolidation with any and all other elections held in the District on such date, and to request the San Joaquin County Registrar of Voters (the “County Registrar”) to perform election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed

projections of assessed property valuations that take into consideration projections of assessed property valuations made by the County assessor, if any; and

WHEREAS, pursuant to federal tax law, specifically United States Income Tax Regulations Section 1.150-2, the Board desires to declare its official intention at this time that if the measure submitted to voters hereunder is successful and bonds are issued pursuant to such measure, that it intends to reimburse from said bond proceeds expenditures (if any) made by the District prior to the date of issuance of said bonds for the purposes described in the measure;

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE TRACY UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of within the boundaries of SFID No. 3 the question of whether general obligation bonds of the District shall be issued and sold with respect to SFID No. 3 in the maximum principal amount of \$190,000,000 for the purposes described in the ballot measure approved under Section 4 and attached hereto as Appendix A (Full Text) and Appendix B (Abbreviated Text), and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the “specifications of the election order” pursuant to Education Code Section 5322.

Section 3. Election Date; Boundary Map. The date of the election shall be November 5, 2024, and such bond election shall be held solely within the boundaries of SFID No. 3. The District Superintendent or such officer’s designee is authorized to provide the boundary map of SFID No. 3 and any other required documentation or directions to the County Registrar to facilitate the lawful conduct of the election within the boundaries of SFID No. 3.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in SFID No. 3 to vote on a bond measure, a full copy of which is attached hereto as Appendix A and marked “Appendix A” (the “Full Text of the Measure”), containing the question of whether the District shall issue general obligation bonds with respect to SFID No. 3 for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading “FULL TEXT OF BOND MEASURE” and includes all of the text thereafter as delineated on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure by the County elections official.

As required by Education Code Section 5322 and 15122 and Elections Code Section 13247, and in accordance with Elections Code Section 13119, the abbreviated form of the measure to appear on the ballot is attached hereto as Appendix B and is marked as “Appendix B – Abbreviated Form of Bond Measure.”

The President of the Board and the Superintendent are hereby separately authorized and directed by the Board to make any changes to the text of the measure appearing on Appendix A and Appendix B hereto to conform to any requirements of the Law, applicable provisions of the Elections Code, the County Registrar or upon the advice of the District's legal counsel, by written direction provided to the County Registrar.

Section 5. Authority for Election; Vote Requirement. The authority for ordering the election is contained in Section 15340 *et seq.* and Section 15300 *et. seq.* of the Education Code, Section 15264 *et. seq.* of the Education Code, Article XVI Section 18(b) of the California Constitution and paragraph (b) subsection (3) of Article XIII A. The authority for the specification of this election order is contained in Section 5322 of the Education Code. The vote passage requirement for the measure is least 55 percent of the voters voting on the measure.

Section 6. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the bonds will be used only for the purposes specified in Article XIII A, Section 1(b)(3) as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the Act, and Government Code Section 53410, in the event 55 percent of the voters voting in the District approve of the Bonds, the Board shall:

- (a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;
- (b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;
- (c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;
- (d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;
- (e) cause the creation of accounts into which bond proceeds shall be deposited; and
- (f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. State Matching Funds. The Board hereby finds that some of the projects identified on the Full Text of Measure may require state matching funds for completion. As

such, the statement required by Education Code Section 15122.5 has been included in the Full Text of Measure.

Section 9. Delivery of this Resolution. The Clerk or Secretary of the Board is hereby directed to send a copy of this Resolution to (1) the County Registrar, and (2) the San Joaquin County Clerk of the Board of Supervisors (the “Clerk of the Board”) for purposes of consolidation pursuant to Elections Code Section 10403. The Resolution shall be received by the County Registrar and the Clerk of the Board no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A hereto and to provide all required notices of the election and other notices related thereto.

Section 10. Consolidation of Election; Request to Provide Services. The County Registrar and the San Joaquin County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024 within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of San Joaquin County is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse San Joaquin County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 11. Approval of Tax Rate Statement. Pursuant to Elections Code Section 9400 and following including as amended by SB 798 (chaptered October 10, 2023 and effective January 1, 2024), a tax rate statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby separately authorized and directed to execute the tax rate statement, and to file said Statement with the County Registrar, in accordance with Section 9 hereof. In accordance with Elections Code Section 9405, the Board of Trustees adopts the procedures identified in said Section 9405.

Section 12. Ballot Arguments. As provided in Elections Code Section 9501, the Board or any member or members of the Board, are hereby authorized to (but not required nor directed to) act as an author and signatory of any ballot argument prepared in connection with the election, including a rebuttal argument, each of which if filed shall be filed within the time frame established by the County Registrar.

Section 13. Maturity Limit of Bonds. The Bonds may be issued in one or more series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the

provisions of Section 53506 *et seq.* of the California Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 14. Estimates Included in Ballot Materials. The measure authorized by this Resolution includes information presented to voters with respect to the estimated amount of money required to repay issued bonds, the estimated rate of the approved tax per \$100,000 of assessed valuation (*ad valorem* tax), and the estimated duration through which the proposed tax supporting bond repayment will be levied and collected, among others. Each of the estimates relating to the bonds provided herein and in the appendices hereto have been provided by the District in good faith based upon information currently available to the District, but depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan. Such estimates and approximations are not intended by the Board and shall not be interpreted or construed as additional restrictions on the District's bond program, bond issuances and related tax rate, and, other than the total principal amount of bonds authorized to be issued by the bond measure, do not represent legal maximums or additional limitations beyond applicable legal requirements.

Finally, the abbreviated and condensed statement of the bond measure set forth in Appendix B, limited by State law to 75 words or less, does not limit the scope and broader and more complete meaning provided in the Full Text of Bond Measure, set forth in Appendix A.

Section 15. Reimbursement. Pursuant to United States Income Tax Regulations Section 1.150-2, the District hereby declares that if the measure called hereby is approved by District voters, it may (i) pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, (ii) intends to use a portion of the proceeds of bonds for reimbursement of said expenditures for the projects that are paid before the date of issuance of bonds.

Section 16. Engagement of Bond Counsel. The Board has previously retained the law firm of Jones Hall, A Professional Law Corporation as its legal counsel in connection with proceedings for bond elections and for the issuance of bonds which are subsequently issued pursuant to the authority of the elections. The Board confirms said engagement pursuant to the terms of its existing fee agreement with any necessary amendments or addenda to reflect this services provided for this bond measure and the Superintendent is authorized and directed to execute said addenda.

Section 17. Official Actions. The President of the Board and the Superintendent are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the Improvement District.

Section 18. Appendices a Part of this Resolution. Appendix A, Appendix B and Appendix C hereto are deemed a part of and incorporated in full in the body of this Resolution.

Section 19. Amendment of Resolution No. 07-23. Resolution No. 07-23 adopted by

the Board on April 8, 2008 which formed SFID No. 3 is hereby amended to reflect the terms of this measure, as follows (1) the estimated costs of the improvements to be financed in SFID No. 3 are hereby increased by the amount of \$190,000,000 to reflect the bonds which may be authorized pursuant to this bond measure, and (2) the purposes of SFID No. 3 include the conducting of elections and issuing bonds with respect to the territory of SFID No. 3 for the purposes permitted under the Law, which include the original purposes of elementary and middle school facilities improvements, and are amended to clarify that such purposes also include facilities improvements to support and administrative sites which serve school facilities in SFID No. 3, and other facilities improvements including furnishing and equipping facilities throughout SFID No. 3 which the Board determines benefit the land and property owners located in SFID No. 3.

Section 20. Effective Date. This resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Tracy Unified School District of San Joaquin County, being the Board authorized by law to make the designations therein contained by the following vote, on June 25, 2024.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

President of the Board of Trustees
Tracy Unified School District,
San Joaquin County, California

ATTEST:

Secretary of the Board of Trustees
Tracy Unified School District,
San Joaquin County, California

APPENDIX A

FULL TEXT OF MEASURE

THE FULL TEXT OF THE MEASURE TO BE PRINTED
IN THE INFORMATION GUIDE BEGINS BELOW THE LINE

The County Registrar is requested to input the assigned measure letter designation in the blank fields.

TRACY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3 GENERAL OBLIGATION BONDS FULL TEXT OF MEASURE ____

BOND AUTHORIZATION

By approval of this measure by at least 55 percent of the registered voters voting on the measure, Tracy Unified School District (the "District") will be authorized to issue and sell bonds with respect to its School Facilities Improvement District No. 3 ("SFID No. 3") in the principal amount of up to \$190,000,000 at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List described below, subject to all the accountability requirements specified below.

FINDINGS MADE IN CONNECTION WITH THIS MEASURE

In deciding to place this measure before voters, the Board of Trustees of the District made certain findings and determinations including that the District strives to provide quality education in a safe and modern learning environment; many District schools were built 30 or more years ago and need repairs and upgrades including to upgrade necessary infrastructure for student safety and to support the ability to provide quality education; some school buildings contain hazardous materials such as asbestos and lead pipes which needs to be addressed; there are 250 portable classrooms that are over 25 years old and need to be replaced; the State does not provide sufficient or dedicated funding for facility improvements and most school districts are required to rely on local voter-approved bond measures to upgrade aging schools; a school improvement bond measure provides locally controlled funding that can only be used to repair and upgrade facilities as described in this measure; this measure requires fiscal accountability protections as described below, including an independent citizens' oversight committee and mandatory annual audits to help ensure all funds are spent as voters intended; and all funds from this measure will be controlled by the District to repair and upgrade its local schools and cannot be taken away by the State.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in SFID No. 3 may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of SFID No. 3 will be in compliance with the requirements of Article XIII A, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

Evaluation of Needs. The District Board of Trustees (the "Board") has identified detailed facilities needs of facilities in SFID No. 3 and the Board has determined which projects to finance from a local bond. The Board hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List shown below.

Independent Citizens' Oversight Committee. Following approval of this measure, the Board will establish an Independent Citizens' Oversight Committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the Board.

Performance Audits. The Board will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The Board will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the types of school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the San Joaquin County Treasurer, as required by the California Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of Trustees of the District not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), those being for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

Voters are informed that any estimates or projections in the bond measure or ballot materials, including relating to estimated rates of *ad valorem* property taxes, the duration of issued bonds and related levies and collections of *ad valorem* property taxes are provided as informational only. Such amounts are estimates and are not maximum amounts or limitations on the terms of the bonds, the rate or the duration of the tax supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. As such, while such estimates and approximations are provided based on information currently available to the District and its current expectations, such estimates and approximations are not limitations and are not binding upon the District. In addition, the abbreviated and condensed statement of the bond measure presented to voters which is subject to a word count limitation of not to exceed 75 words imposed by State law does not limit the scope and complete meaning of the measure provided in this Full Text of Bond Measure and related ballot materials.

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, reconstruction, rehabilitation, or replacement, or otherwise improve school facilities of the Tracy Unified School District's School Facilities Improvement District No. 3, including furnishing and equipping, and the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIII A, Section 1(b)(3). The projects in the Bond Project List are authorized to be completed at any current and future District properties and sites located in or serving the Improvement District.

School Facility Project List. The types of projects authorized to be funded with bond proceeds are set forth below. Specific examples included on this project list of the more general types of projects authorized are not intended to limit the broader types and scope of projects described and authorized by this measure.

The types of projects authorized pursuant to this measure are:

SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3

- 1. Construct, Upgrade and Modernize Aging Schools to Ensure Safe and Modern Learning and Teaching Environments.**

Authorized projects include:

- Repair or replace aging, failing and/or leaky roofs.
- HVAC: Upgrade/repair and/or replace heating, ventilation and air conditioning systems.
- Construct or expand/rehabilitate/reconfigure school facilities to provide adequate classrooms, labs, shops and other learning and gathering spaces to enable the District to deliver all its programs including spaces supporting programs in high quality instruction in math science, technology, arts and engineering.
- Address all needed structural repairs and upgrades to building envelope including for energy efficiency such as updated insulation, doors and windows.
- Address aging or failing portable structures: replace with buildings or other permanent structures including modular structures and/or replace with modern and improved portable structures.
- Address -interior finish needs, renovations and upgrades such as: paint, ceiling and wall finishes, window coverings, flooring, lighting systems, casework and other finish materials.
- Upgrades to campus and building exteriors including paint, landscaping and irrigation.
- Ensure safe and sufficient paths of travel both interior and exterior.
- Provide modern learning equipment including technology equipment such as computers, other learning and teaching devices, and classroom furnishings.
- Remove and replace/retrofit existing technologies for improved learning environment and approach

2. Upgrading and Replacing Obsolete School Safety, Security and Emergency Response Systems.

Authorized projects include:

- Fire alarms, fire sprinkler systems, door hardware, alarm systems.
- Repairing or replacing failing asphalt and concrete pavement.
- Replacement/removal of old building materials known or discovered to be toxic.
- Public address and communication systems.
- Security and access, point of entry, control systems including surveillance camera systems and other items to secure buildings and campuses including fencing
- Replacing damaged or non-compliant playground equipment.
- Exterior and interior lighting systems.
- All code compliance upgrades.
- Other safety upgrades including improvements to parking lots and student drop-off/pick-up areas, improved signage, repairing sidewalks and curbsides and other paths of travel.

3. Ensure Barrier Free Access to all Facilities.

Authorized projects include:

- Improvements to ensure barrier-free access and compliance with all requirements of the American With Disabilities Act (ADA) and similar laws and regulations at all facilities in the Improvement District.

4. Upgrade, Repair and Provide Adequate Infrastructure Serving School and Other Support Sites.

Authorized projects include:

- Water, sewer, gas, and related utility systems.
- Electrical systems, including lighting, power distribution and control systems, including renewable energy systems.
- Updated plumbing including fixtures and repairs to sewer and water distribution systems.
- Improvements and upgrades to support modern technology such as connectivity and network infrastructure including replacement of switches and servers.

5. Improvements and Upgrades to Facilities Related to and Serving School Sites.

Authorized projects include:

- Parking improvements, including resurfacing, expansion/acquisition, lighting and signage.
- Upgrading, modernizing, equipping and furnishing kitchens, food prep areas, cafeterias, and multi-purpose rooms.
- Upgrade and modernize auditoriums, multi-purpose rooms, libraries, and other meeting and gathering spaces.
- Upgrades, modernization and construction of administration, office, counselling spaces, nutrition services, health welfare and similar spaces.
- Upgrades to site exteriors including landscaping and irrigation.

6. Improvements to Ensure a Healthy Learning and Teaching Environment.

Authorized projects include:

- Removal of hazardous materials such as asbestos and lead
- Address air quality including: Filtration, ventilation, and purification.
- Outdoor spaces: Improve or create outdoor classrooms, learning and gathering spaces, including shade structures.
- Water bottle stations and modern and compliant drinking fountains.
- Facilities to address health needs/nursing stations.

7. Improvements to Play Areas and Yards, Fields and Other Physical Education and Athletics Spaces.

- Authorized projects include: resurfacing and repaving play yards, courts and fields.
- Provide new playground and fitness equipment and install safe surface treatments.
- Construction, improvements, repairs and upgrades of tracks, courts and other physical education facilities including all related improvements such as locker rooms, restrooms, seating, sound systems and lighting.

Furnishing and Equipping; Incidental Expenses. Each of the bond projects described in this Bond Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above.

Examples of incidental costs include, but are not limited to: costs of design, engineering, architect including DSA fees, legal and other professional and consultant services

including fees relating to litigation, facilities assessments, inspections, site preparation, utilities, landscaping, construction management by third parties, general contractors and/or District personnel, and other planning and permitting, environmental review, rezoning and municipal license fees if any, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; all federal, state and locally-mandated safety upgrades; the costs of new or expanded infrastructure; the cost of providing parking and other facilities to accommodate new or expanded facilities; addressing any unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; complying with all access requirements of the Americans with Disabilities Act and similar laws and regulations; costs of the election including other costs arising directly from the bond measure; litigation costs; project construction oversight, management and administration during the duration of such projects including by District personnel, and bond issuance costs.

Alternations to Scope and Nature; New Construction. The School Board is hereby authorized to alter the scope and nature of any of the specific projects described above as required or recommended by new conditions, discoveries or any other factors including economic factors that may become apparent during the course of planning, design and construction. In the event that the School Board determines that a modernization or renovation project is in the best interests of the District and its students to be undertaken as new construction based on cost or safety considerations or other compelling factors, this bond measure authorizes said project to be undertaken in whole or in part as new construction, including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. In addition, to accomplish any of the projects included on the above list, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests.

Interim Financing Included; Joint Use Projects Authorized. In addition, authorized projects include reimbursements for paid project costs and paying and/or prepaying interim or previously obtained financing for the types of projects included on the project list, such as bond anticipation notes or lease financings including certificates of participation relating to facilities projects and/or equipment previously financed. Finally, projects on this list may be undertaken and used as joint use projects with other public agencies.

Unforeseen Circumstances; Limited Funding Sources. Many factors may impact the District's ability to address and fund each of the projects described herein. These may include construction costs, supply chain issues which can cause project delays, labor shortages, unknown environmental factors or site conditions, overall facilities needs and related costs which exceed available bond funding sources, among others. The District is unable to anticipate all circumstances which may prevent some of the projects listed above from being undertaken or completed. Approval of the District's bond measure does not guarantee that all of the identified projects within the Bond Project List will be funded

beyond what can be completed with funds generated by this bond measure. The District plans to pursue additional funding such as State matching funds, if available, to address its facilities needs.

Project List Not in Order of Priority; Board Determines Prioritization. The order in which projects are listed in the foregoing Bond Project List does not suggest an order of priority. Project prioritization is vested in and will be determined by the District Board.

Interpretation. The terms of this Bond Measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. The Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this measure for expenses relating to current maintenance, operation or repairs.

Severability. The District Board hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the District Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

The Full Text of Measure ends above the line.

APPENDIX B

ABBREVIATED FORM OF BOND MEASURE
(Ballot Label)

Tracy Unified School District Quality Schools Measure. To repair/ upgrade classrooms, science labs, facilities, and technology for quality education in math, science, technology, arts, and engineering; remove hazardous materials like asbestos/ lead; fix deteriorating roofs, plumbing, and electrical systems; and improve school safety/ security, shall Tracy Unified School District School Facilities Improvement District #3's measure authorizing \$190,000,000 in bonds at legal rates be adopted, levying \$50 per \$100,000 assessed value (\$11,700,000 annually) while bonds are outstanding, with independent oversight, audits, and all funds for Tracy schools?

Bonds—Yes

Bonds—No

APPENDIX C

TAX RATE STATEMENT

TRACY UNIFIED SCHOOL DISTRICT SCHOOL FACILITIES IMPROVEMENT DISTRICT NO. 3

An election will be held in School Facilities Improvement District No. 3 (the "Improvement District") of Tracy Unified School District (the "District") on November 5, 2024, to authorize the sale of up to \$190,000,000 in bonds to finance school facilities improvements in the Improvement District as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the Improvement District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the Improvement District, and other demonstrable factors.

Based upon the foregoing and projections of the Improvement District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$49 per \$100,000 of assessed value). The final fiscal year in which the tax is anticipated to be collected is 2055-56.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$50 per \$100,000 of assessed value. It is estimated that such rate would be levied starting in fiscal years 2025-26 through 2053-54.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$364,700,000.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on San Joaquin County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District with respect to bonds of the Improvement District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors.

The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the Improvement District as determined by the San Joaquin County Assessor in the annual assessment and the equalization process.

Superintendent
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 30, 2024
SUBJECT: **Approve the Local Control Accountability Plan (LCAP)**

BACKGROUND: Education Code Section 52060 requires that:

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

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

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

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

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

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement

- Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
 - Districts must use a standard format to report the LCAP plan
 - Districts must solicit input from various stakeholder groups, including school employees, a parent advisory committee, and a separate EL parent advisory committee.
 - Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
 - The local school board must approve both the LCAP and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2024.
 - In addition, as part of the LCAP and LCAP approval process this year, Board approval is also required for the LCAP Federal Addendum. The LCAP Federal Addendum is meant to supplement the LCAP to ensure that eligible LEAs can meet the Local Educational Agency (LEA) Plan provisions of the ESSA. The LCAP Federal Addendum Template has been updated and submitted to the California Department of Education (CDE) to apply for ESSA funding.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and stakeholder surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

As is required, on June 11, 2024, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item

RECOMMENDATION: Approve the Local Control Accountability Plan (LCAP).

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 29, 2024
SUBJECT: Approve the Tracy Charter School Local Control Accountability Plan (LCAP)

BACKGROUND: Education Code Section 52060 requires that:

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

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

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

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

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

The Local Control Accountability Plan (LCAP) requires that:

- Districts and charter schools set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement

- Pupil Achievement
- Pupil Engagement
- School Climate
- Course Access
- Other Pupil Outcomes
- Districts and charter schools must determine specific metrics and actions to be taken to achieve those goals
- Districts and charter schools must use a standard format to report the LCAP plan
- Districts and charter schools must solicit input from various stakeholder groups, including school employees, a parent advisory committee, and a separate EL parent advisory committee.
- Districts and charter schools must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP and the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2024.

RATIONALE: Tracy Charter School solicited input from the required educational partners by means of meetings and surveys. Survey results and recommendations brought forth were analyzed and incorporated into the LCAP. This Agenda Item supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

As is required, on June 11, 2024, a Public Hearing was held to solicit further recommendations and comments from the public regarding anticipated actions and expenditures which will impact student learning for all pupils as well as at-risk pupils in TUSD as proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Approve the Tracy Charter School Local Control Accountability Plan (LCAP).

Prepared by: Annabelle Lee, Principal, Tracy Charter School.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associated Supt of Business Services
DATE: June 14, 2024
SUBJECT: Adopt the 2024-25 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

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

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*

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

- (2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review....*
- (b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:*
 - (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
 - (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*

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

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

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

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

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

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

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

RATIONALE: During the board meeting of June 13, 2023, the Board of Trustees conducted a public hearing on the budget to be adopted for the subsequent fiscal year. At the same meeting, staff discussed with the Board of Trustees the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, the combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget, and made a statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is

in excess of the minimum recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause. The proposed rationale for maintaining reserves in excess of three percent during the budget year was that TUSD is not only required to maintain a 3% reserve in the budget year, but in each of the subsequent two years. Planned deficit spending will erode the ending balance over three years. The current ending balance is required to meet the three year mandate.

In January of 2024, Governor Newsom proposed the California State Budget for 2024-2025. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in May, but has not yet been adopted by the California Legislature.

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

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

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2023-2024 school year is projected to be adequate to meet the planning obligation for the 2024-25, the 2025-26, and the 2026-27 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Adopt the 2024-25 Annual School District Budget.

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Rob Pecot, Superintendent
FROM: Tania Salinas, Associate Superintendent for Business
DATE: June 14, 2024
SUBJECT: Adopt Resolution No. 23-19 Committed Fund Balance

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

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

FUNDING: N/A.

RECOMMENDATION: Adopt Resolution No. 23-19 Committed Fund Balance.

Prepared by: Lori Nelson, Director, Financial Services.



**TRACY UNIFIED SCHOOL DISTRICT
RESOLUTION # 23-19**

Committed Fund Balance

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

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

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

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

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

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

WHEREAS, the governing board of the Tracy Unified school district wishes to commit funds in the general fund and special reserve fund for technology standards, declining enrollment, cash flow, and mitigation of volatility in funding or expenditures,

WHEREAS, maintaining positive cash flow will diminish the need for borrowing and its associated costs;

WHEREAS, California's tax system relies heavily on income taxes paid by individuals and businesses, which are volatile revenue sources;

WHEREAS, the district can experience unexpected costs for special education students with highly specialized needs, emergency facility repairs, natural disasters that reduce school attendance and associated school funding for lawsuits that result in costly settlements or judgments against the district;

WHEREAS, the district is in need of replacing technology according to the district technology standards;

WHEREAS, in the event that the school district needs to borrow money, healthy reserves will provide the district with a higher rating from the credit rating agencies and lower interest rates;

NOW, THEREFORE, IT IS HEREBY RESOLVED AS FOLLOWS:

1. It is hereby determined that the adjusted amount of \$21,789,782.50 is hereby committed from the General Fund.
2. It is hereby determined that the adjusted amount of \$12,179,555 is hereby committed from the Special Reserve Fund for Other Than Capital Outlay Projects.
3. The governing board of the school district reserves the right to modify these committed reserves in the future, by resolution, as the need arises.

PASSED AND ADOPTED, THIS 25th day of June 2024, by the Board of Trustees of the Tracy Unified school district by the following vote:

AYES: NOES: ABSTAIN: ABSENT:

Attest

President
Board of Education
Tracy Unified School District

Clerk
Board of Education
Tracy Unified School District



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 11, 2024
SUBJECT: **Adopt TUSD K-8 and High School Handbook changes for the 2024-2025 School Year**

BACKGROUND: The K-8 and High School Handbook was last updated and approved prior to the 2023-24 school year.

RATIONALE: To stay current with education code and safety protocols, the K-8 and High School Handbook has been reviewed and revised by Director of Student Services, TUSD Cabinet, School Site Administrators, and TEA leadership. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A.

RECOMMENDATION: Adopt TUSD K-8 and High School Handbook changes for the 2024-2025 School Year.

Prepared by: Jason Noll, Director of Student Services and Curriculum.

K-8 and High School Students Handbooks Changes for the 2024-25 School Year

Proposed changes for the TUSD Handbook grades 9 – 12:

Pg. 10 - Remove:

- g. Course is not needed/ no longer needed for graduation

Pg. 21 - Add:

When a student has had 5 or more absent days in a row a physician's note will be required to excuse the missed days. When a student has 18 or more excused/unexcused absences in a given year a physician's note will be required to clear absences for one calendar year.

Pg. 55 -Add:

Military Ball

Proposed changes for the TUSD Handbook grades k-8:

Pg. 6 - Remove:

A student who accumulates more than four (4) "F" grades in one academic year will be considered for retention in grades 6, 7 and 8.

Pg. 13 - Add:

When a student has had 5 or more absent days in a row a physician's note will be required to excuse the missed days. When a student has 18 or more excused/unexcused absences in a given year a physician's note will be required to clear absences for one calendar year.

Pg. 22

Change to Warning, 15 min. detention, and Admin Detention.

Pg. 27 -Add:

unless permitted by the teacher and/or staff member

pg. 32 - Add:

Period

Pg. 41 -Add:

(i) The first offense for the possession of not more than one avoirdupois ounce of marijuana, other than concentrated cannabis.

(ii) The possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.



EDUCATION SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Education Services
DATE: June 12, 2024
SUBJECT: Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (Second Reading)

BACKGROUND: Tracy Adult School currently maintains a graduation requirement of 185 credits, which exceeds the credit requirements for graduation at all neighboring adult schools. Comparatively, neighboring adult schools have the following graduation requirements: 135 credits (SJCOE Come Back Kids), 140 (Castro Valley), 145 (Delta Keys) and 160 credits (Stockton and Lodi). Manteca Adult School does not have a high school diploma program. The additional credits required to graduate at Tracy Adult School are found in our elective requirement (60 credits) and our technology requirement (5 credits.) Consequently, adult learners may opt to attend these neighboring institutions to expedite their graduation process. Tracy Adult School also currently awards up to 40 elective credits for work experience. Our work experience for elective credit policy has led to a two-tiered education system, where students with work experience are advantaged, while those without work experience are penalized. Given that many adults without diplomas are employed in low-wage jobs that frequently change, this policy exacerbates the problem.

RATIONALE: To address this issue and foster a more inclusive and attractive educational environment, Tracy Adult School proposes to reduce the elective credit requirement from 60 credits to 15 credits. Additionally, the school aims to replace the technology course requirement with credits awarded for Career Technical Education and Physical Education courses listed on students' transcripts. This adjustment will ensure a fair and equitable program that aligns with the needs and preferences of our student body, while still exceeding the California Education Code (EC) Section 51225.3 which specifies 130 credits are needed to meet State requirements to graduate from high school and receive a diploma.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (Second Reading).

Prepared by: Sam Strube, Director of Adult Education and Career Technical Education

CREDIT REQUIREMENTS FOR HIGH SCHOOL GRADUATION

~~Requirements for Tracy Adult School high school diploma graduation beginning the 2002-03 school year.~~

~~One hundred and eighty five credits are required above the eighth grade level to receive a diploma through the Tracy Adult School. **Students must meet all state and local requirements.** Physical education is not required and cannot be counted toward the total requirements.~~

<u>Requirements</u>	<u>Semester Credits</u>
English or equivalent (GED)	30
English IV (required)	10
Math or equivalent (GED)	10
Algebra I	10
Science or equivalent (GED)	10
Science (biological)	10
American Government and Civics	5
Economics	5
U.S. History and Geography	10
World History, Culture, and Geography	10
Fine Arts or Foreign Language	10
Technology	5
Electives (non P.E.)	60
Total	185

Sources Of Credit

- ~~1. Credit earned in secondary schools including business, trade and correspondence schools.~~
- ~~2. Armed forces and employment records. (Work must be verified for one year duration and completed after age 18).~~
- ~~3. Credit earned through testing.~~

~~Persons passing the GED test~~

Residence Credit

TUSD Adopted: 9/23/97
 TUSD Revised: 2/26/02, 5/23/06

CREDIT REQUIREMENTS FOR HIGH SCHOOL GRADUATION

- ~~• A student must earn a minimum of 15 credits with the Tracy Adult School and may not graduate earlier than his/her class would normally graduate.~~
- ~~• Students who successfully complete all Tracy Adult School graduation requirements, but are unable to pass the California High School Exit Exam, if required by law, will receive a certificate of completion in lieu of a diploma. Students eligible to receive a Certificate of Completion may participate in the graduation ceremony, subject to District policies and regulations.~~

Legal References:EDUCATION CODE

51225.3(a)	Requirements for Graduation
52507	Recognition of Accomplishment
52508	Diplomas or Certificates
52509	Requirements for Granting Diplomas

CREDIT REQUIREMENTS FOR HIGH SCHOOL GRADUATION

Requirements for Tracy Adult School high school diploma graduation beginning the 2024-2025 school year.

One hundred and thirty-five high school credits are required to receive a diploma through the Tracy Adult School. Students must meet all State and local requirements. Physical education is not required or offered at Tracy Adult School, but previous physical education credits can be used towards the Tracy Adult School elective credit requirement. No course can be used to satisfy more than one graduation requirement.

<u>Requirements</u>	<u>Semester Credits</u>
➤ English	40
➤ Math	10
➤ Algebra 1	10
➤ Physical Science	10
➤ Biological Science	10
➤ American Government	5
➤ Economics	5
➤ U.S. History	10
➤ World History, Culture, or Geography	10
➤ Visual or Performing Arts, Foreign Language	10
➤ Electives or Career Technical Education	15
Total	135

NOTE: For the purpose of satisfying the minimum course requirement, a course in American Sign Language shall be deemed a course in foreign language.

Sources Of Credit

Credit earned in secondary schools including business, trade and correspondence schools.

Work experience or military service: a maximum of 10 units for each year of verified full-time employment or military service completed after age 18.

Credit earned at community college.

Residence Credit

A student must earn a minimum of 15 credits with the Tracy Adult School and may not graduate earlier than his/her class would normally graduate.

Legal References:

EDUCATION CODE

51225.3	Requirements for Graduation
52507	Recognition of Accomplishment
52508	Diplomas or Certificates
52509	Requirements for Granting Diploma



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 14, 2024
SUBJECT: Approve Beyond SST Contract for 2024-2025, 2025-2026, 2026-2027 School Years

BACKGROUND: Beyond SST is a platform run by SJCOE Codestack, who also runs our Special Education platform, SEIS. When a student is struggling in school, the student is referred to a Student Study Team (SST), where the team of teachers and administrators design interventions and meet again to measure results. TUSD currently does not have an electronic platform to manage SST paperwork, and documentation is kept on paper, locally. The TUSD SST revision team is recommending adopting this platform to ensure that records are securely stored, and to ensure that records can be accessed when students move sites or SST coordinators move positions. Beyond SST integrates with Aeries and SEIS, which has significant benefits if a student does later qualify for Special Education. Beyond SST also manages student 504 information. Section 504 is a federal law designed to protect the rights of individuals with disabilities in programs and activities that receive Federal financial assistance from the U.S. Department of Education. Section 504 provides: "No otherwise qualified individual with a disability in the United States...shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance..." We currently use Aeries to document student 504 information, but there is no dashboard to track meetings and ensure annual updates. Beyond SST is a solution that will manage SST documentation and 504 documentation for all students in the district.

RATIONALE: Adopting beyond SST will improve TUSD's compliance with Section 504, and will more efficiently store student SST documentation. Beyond SST will ensure that student records can easily be found should the district be asked, during litigation, to provide evidence of interventions and SST meetings from prior school years. This aligns to District Goal 1: Prepare each student for college and careers and ensure each student meets grade-level standards, focusing on narrowing the achievement gap between each student group using accelerated learning and tiered supports.

FUNDING: \$55,211 (total over three years) from LCAP/LCFF

RECOMMENDATION: Approve Beyond SST Contract for 2024-2025, 2025-2026, 2026-2027 School Years.

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: June 12, 2024
SUBJECT: Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (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 proposed Board Policies are being recommended based upon guidance from the California School Boards Association.

RATIONALE: The CSBA recommends each district adopt a policy to address requests from the community for reconsideration of library and board-adopted instructional materials that is separate from policies about evaluation and selection of these materials.

FUNDING: There is no cost.

RECOMMENDATION: Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (Second Reading).

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

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

The Governing Board uses a comprehensive process to adopt district instructional materials and select library materials that is based on selection criteria established by law and Board policy and includes opportunities for the involvement of community members. Complaints concerning the content or use of instructional materials, including textbooks, supplementary instructional materials, library materials, or other instructional materials and equipment, shall be properly and fairly considered using established complaint procedures.

Parents/guardians are encouraged to discuss any concerns regarding instructional materials with their child's teacher, the school's teacher-librarian, and/or the school principal. If the situation remains unresolved, a complaint may be filed using the process specified in Administrative Regulation 1312.2.

The district shall accept written complaints, on the Request for Reconsideration Form 1312.2E concerning instructional materials only from staff, district residents, or the parents/guardians of children enrolled in a district school. Only one complaint at a time will be accepted from a complainant and/or family. The Associate Superintendent for Educational Services or designee will convene a Reconsideration Committee.

When deliberating upon materials submitted for reconsideration, the Superintendent and/or Reconsideration Committee shall consider the educational philosophy of the district, the professional opinions of teachers of the subject and of other competent authorities, reviews of the materials by reputable bodies, the teacher's stated objectives in using the materials, community standards, and the objections of the complainant.

The district's decision shall be based on educational suitability of the materials and the criteria established in Board Policy and Administrative Regulation 1312.2.

Complainants are encouraged to accept the review committee's decision. However, if the complainant finds the decision unsatisfactory, they may appeal the decision to the Board to determine if the reconsideration policy was correctly applied.

When any instructional material is reconsidered by the district, it shall not be subject to further reconsideration for three years, unless the Superintendent determines that reconsideration is warranted.

Complaints related to sufficiency of textbooks or instructional materials shall be resolved pursuant to the district's Williams uniform complaint procedure at AR 1312.4.

Legal Reference

State	Description
Ed. Code 18111	<u>Exclusion of books by governing board</u>
Ed. Code 35010	<u>Control of district; prescription and enforcement of rules</u>

Adopted:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

State	Description
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 44805	<u>Enforcement of course of studies; use of textbooks, rules and regulations</u>
Ed. Code 51501	<u>Subject matter reflecting on race, color, etc.</u>
Ed. Code 60000-60005	<u>Instructional materials; legislative intent</u>
Ed. Code 60040-60048	<u>Instructional requirements and materials</u>
Ed. Code 60119	<u>Public hearing on sufficiency of materials</u>
Ed. Code 60200-60206	<u>Elementary school materials</u>

Cross References

Code	Description
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E	<u>Uniform Complaint Procedures</u>
1312.3-E	<u>Uniform Complaint Procedures</u>
1312.4	<u>Williams Uniform Complaint Procedures</u>
6141	<u>Curriculum Development And Evaluation</u>
6144	<u>Controversial Issues</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6163.1	<u>Library Media Centers</u>
9200	<u>Limits Of Board Member Authority</u>

Adopted:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS**Step 1: Informal Complaint**

If a staff member, district resident, or parent/guardian of a student enrolled in a district school has a complaint regarding the content or use of any specific instructional material, they shall informally discuss the material in question with the teacher, certificated teacher-librarian and/or principal.

The teacher-librarian and/or principal shall explain to the complainant the district and/or school's selection procedure, criteria, and qualifications of those persons selecting the resource. (Board Policy 6161.1, 6161.11, 6163.1)

The teacher-librarian and/or principal shall explain the particular place the questioned resource occupies in the educational program, its intended educational usefulness, and additional information regarding its use.

Step 2: Formal Complaint

If the complainant is not satisfied with the initial response, they shall present a written complaint to the Associate Superintendent for Educational Services or designee. Complaints regarding printed material shall be provided on the Request for Reconsideration Form 1312.2E. In the case of nonprinted material, written information shall be provided as applicable on the Request for Reconsideration Form 1312.2E. Complainants shall sign all complaints and provide identifying information so that the district is able to make a proper reply. Anonymous complaints will not be accepted.

Upon receiving a formal complaint, the Associate Superintendent for Educational Services or designee shall acknowledge its receipt and answer any questions regarding procedure.

During the investigation of the complaint, the material under reconsideration remains in use until a final decision has been reached. However, upon request of the parent/guardian who has filed the complaint, their child may be excused from using materials under reconsideration until a resolution has been reached. The teacher shall assign the student an alternate material of equal merit.

Step 3: Superintendent Determination

The Superintendent or designee shall determine whether a review committee should be convened to review the complaint.

Step 4: Reconsideration Committee

Associate Superintendent for Educational Services or designee shall

1. appoint a committee composed of at least five members from the following areas as appropriate:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

- a) One representative administrator appointed by the Associate Superintendent of Educational Services
 - b) One member of the school teaching staff chosen by school staff (with content expertise)
 - c) One member of the Curriculum Council
 - d) One certificated teacher-librarian
 - e) One member of the School Site Council (SSC) chosen by the SSC or parent group
 - f) At the secondary level, one student selected by the Student Council
2. name a chair of the Reconsideration Committee
 3. convene a Reconsideration Committee within 30 working days after the formal complaint is received

Step 5: The Reconsideration Committee shall

1. Examine the entire resource
2. Determine professional acceptance by reading critical reviews of the resource
3. Judge whether it conforms to the principles of selection outlined in Board Policies and Reference Documents listed here:
 - Board Policy (BP) 6161.1 Evaluation and Selection of Instructional Materials
 - BP 6161.11 Supplementary Instructional Materials
 - BP 6163.1 Library/Resource Centers
 - The American Library Association's Library Bill of Rights (2019)
 - Access to Library Resources and Services for Minors: An Interpretation of The Library Bill of Rights (2019)
 - Access to Resources and Services in the School Library: An Interpretation of The Library Bill of Rights (2014)
 - The National Council of Teachers of English's "The Student's Right to Read" Resolution (2018)
 - Educational Rights and Requests to Remove Instructional Material (2023)
4. Review the criteria specified in Board policy and shall determine the extent to which the material under reconsideration supports the curriculum, the educational appropriateness of the material, and its suitability for the age level of the student.
5. Weight values and faults and form opinions based on the materials as a whole rather than on passages or sections taken out of context
6. Discuss the material under reconsideration in the context of the educational program.
7. Prepare a written report within 30 days of being convened, summarizing its findings. The Superintendent or designee shall notify the complainant of the committee's decision within 15 days of receiving the committee's report and give it to the Associate

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

Superintendent of Educational Services or designee, who shall notify the site principal and library staff of the committee report.

- 8. A minority report from the dissenting committee member(s) may also be filed.
- 9. The decision of the reconsideration committee is binding for the Tracy Unified School District.

Step 5: Appeal to the Governing Board

The complainant may appeal the decision to the Board to determine if the reconsideration policy and process were correctly applied.

**Legal Reference
Education Code**

	State	Description
Ed. Code 18111		<u>Exclusion of books by governing board</u>
Ed. Code 35010		<u>Control of district; prescription and enforcement of rules</u>
Ed. Code 35186		<u>Williams uniform complaint procedures</u>
Ed. Code 44805		<u>Enforcement of course of studies; use of textbooks, rules and regulations</u>
Ed. Code 51501		<u>Subject matter reflecting on race, color, etc.</u>
Ed. Code 60000-60005		<u>Instructional materials; legislative intent</u>
Ed. Code 60040-60048		<u>Instructional requirements and materials</u>
Ed. Code 60200-60206		<u>Elementary school materials</u>
Ed. Code 60400-60411		<u>High school textbooks</u>

**Cross References
Board Policy**

	Code	Description
1312.3		<u>Uniform Complaint Procedures</u>
1312.3-E		<u>Uniform Complaint Procedures</u>
1312.4		<u>Williams Uniform Complaint Procedures</u>
1312.4-E		<u>Williams Uniform Complaint Procedures</u>

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

Code	Description
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6144	<u>Controversial Issues</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6163.1	<u>Library Media Centers</u>
9000	<u>Role Of The Board</u>
9200	<u>Limits Of Board Member Authority</u>

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

Guiding Principles

1. Residents or employees of the school district may raise an objection to learning resources used in a school's educational program despite the fact that the individuals selecting such resources were duly qualified to make the decision, followed ~~that~~ proper procedure, and observed the criteria for selecting learning resources.
2. Principals should review the selection and reconsideration procedures with the teaching staff annually. The staff should be reminded that the right to object to learning resources is one granted by policies adopted by the Board of Education.
3. No parent has the right to determine reading, viewing, or listening matter for students other than his/her own children.
4. When learning resources are challenged, the principles of freedom to read, listen and view must be defended.
5. Access to challenged material shall not be restricted during the reconsideration process.
6. The criteria for the final decision is described in AR 1312.2.
7. A decision to sustain a challenge shall not necessarily be interpreted as a judgment of irresponsibility on the part of the professionals involved in the original selection and/or use of the material.

Legal Reference:

California Education Code 60003
Instructional Materials
School District Governing Board Powers

Acknowledged:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

REQUEST FOR RECONSIDERATION OF
INSTRUCTIONAL MATERIALS

This form is for use only by district employees, district residents, or parents/guardians of children enrolled in a district school to request reconsideration of an instructional material, because of content or use. For complaints regarding Sufficiency of Instructional Materials, please use the Williams Uniform Complaint Procedure form.

Date _____

Name _____

Address _____

City _____ State _____ ZIP _____

Phone _____ E-mail Address _____

Complainant represents Self an organization: Name of organization: _____

FORMAT OF RESOURCE

- | | | | |
|--------------------------------------|---|------------------------------------|--|
| <input type="checkbox"/> Book/E-Book | <input type="checkbox"/> Database | <input type="checkbox"/> Textbook | <input type="checkbox"/> Game |
| <input type="checkbox"/> Movie | <input type="checkbox"/> Audio recording | <input type="checkbox"/> App | <input type="checkbox"/> Streaming Media |
| <input type="checkbox"/> Magazine | <input type="checkbox"/> Digital resource | <input type="checkbox"/> Newspaper | <input type="checkbox"/> Other |

Title _____

Author/Producer _____

Publisher _____

Date of Edition _____

Name of school/classroom where material was used _____

1. Please specifically state the nature of your concern or objection and identify your objection by page, tape sequence, video frame, and/or specific passages and words, as appropriate to this material's format. You may use additional pages as necessary.
2. What brought this resource to your attention?
3. Have you read/ viewed/ examined the entire resource (as required)? If not, what parts or percentages did you read/ view/ examine?
4. -Explain the purpose and theme of this material. What worthy qualities does this material contain?

Acknowledged: _____

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

5. How has this material been assessed by professional reviewers or educators?
 - a. Please provide the text and citation of a review from a professional objective review source that supports this material worthy qualities.
 - b. Please provide the text and citation of a review from a professional objective review source that supports your objections to the material.

6. Describe the ways this material fails to comply with the selection objectives and criteria in
 - a. BP and AR 6161.1 Selection and Evaluation Of Instructional Materials
 - b. BP and AR 6161.11 Supplementary Instructional Materials
 - c. BP and AR 6163.1 Library Resource Centers
 - d. BP and AR 6144 Controversial Issues

7. Describe the ways the material fails to comply with one or more of the attached California Educational Code requirements?
 - a. ED CODE 18111
 - b. ED CODE 44805
 - c. ED CODE 60040-4

8. Describe the ways the material fails to comply with one or more of the content area standards and/frameworks adopted by the State Board of Education? (Contact the Director of Instructional Media and Curriculum for assistance in locating this material)

9. In what ways does the material fail to comply with the attached reference documents from BP and AR 1312.2?
 - a. The American Library Association's Library Bill of Rights (2019)
 - 1 Access to Library Resources and Services for Minors: An Interpretation of The Library Bill of Rights (2019)
 - 2 Access to Resources and Services in the School Library: An Interpretation of The Library Bill of Rights (2014)
 - b. The National Council of Teachers of English's "The Student's Right to Read" Resolution (2018)
 - c. Educational Rights and Requests to Remove Instructional Material (2023)

10. How do you believe students would be affected by this material?
 - a. What is your evidence for this belief? Please provide the text and citation of the relevant research.

11. In place of this material, what high-quality educational resources do you suggest to provide additional information or viewpoints on this topic?
 - a. Please provide the text and citation of a review from a professional objective review source for the material you recommend.

12. What action are you requesting from the district?
 - Do not assign it to my child
 - Withdraw it from all students

Acknowledged:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

- 13. Why do you believe you should be permitted to restrict the reading choices of children other than your own?

- 14. Do you authorize other parents or community members to determine your child's access to library materials?

Signature of Complainant

Acknowledged:

**COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS
REFERENCE DOCUMENT
CALIFORNIA EDUCATION CODE**

1. ED CODE 18111
 - a. “The governing board of any school district may exclude from schools and school libraries all books, publications, or papers of a sectarian, partisan, or denominational character.”
2. ED CODE 44805
 - a. “Every teacher in the public schools shall enforce the course of study, the use of legally authorized textbooks, and the rules and regulations prescribed for schools.
3. ED CODE 60040-4
 - a. “When adopting instructional materials for use in the schools, governing boards shall include only instructional materials which, in their determination, accurately portray the cultural and racial diversity of our society, including:
 - (a) The contributions of both men and women in all types of roles, including professional, vocational, and executive roles.
 - (b) The role and contributions of Native Americans, African Americans, Mexican Americans, Asian Americans, Pacific Islanders, European Americans, lesbian, gay, bisexual, and transgender Americans, persons with disabilities, and members of other ethnic and cultural groups to the total development of California and the United States.
 - (c) The role and contributions of the entrepreneur and labor in the total development of California and the United States.”

Acknowledged:

**COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS
REFERENCE DOCUMENT
THE AMERICAN LIBRARY ASSOCIATION
LIBRARY BILL OF RIGHTS**

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they serve should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019.

Acknowledged:

**COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS
REFERENCE DOCUMENT
ACCESS TO LIBRARY RESOURCES AND SERVICES FOR MINORS
An Interpretation of the Library Bill of Rights**

The American Library Association supports equal and equitable access to all library resources and services by users of all ages. Library policies and procedures that effectively deny minors equal and equitable access to all library resources and services available to other users is in violation of the American Library Association's *Library Bill of Rights*. The American Library Association opposes all attempts to restrict access to library services, materials, and facilities based on the age of library users.

Article V of the *Library Bill of Rights* states, "A person's right to use a library should not be denied or abridged because of origin, age, background, or views." The right to use a library includes free access to, and unrestricted use of, all the services, materials, and facilities the library has to offer. Every restriction on access to, and use of, library resources, based solely on the chronological age, apparent maturity, educational level, literacy skills, emancipatory or other legal status of users violates Article V. This includes minors who do not have a parent or guardian available to sign a library card application or permission slip. Unaccompanied youth experiencing homelessness should be able to obtain a library card regardless of library policies related to chronological age.

School and public libraries are charged with the mission of providing services and resources to meet the diverse interests and informational needs of the communities they serve. Services, materials, and facilities that fulfill the needs and interests of library users at different stages in their personal development are a necessary part of providing library services and should be determined on an individual basis. Equitable access to all library resources and services should not be abridged based on chronological age, apparent maturity, educational level, literacy skills, legal status, or through restrictive scheduling and use policies.

Libraries should not limit the selection and development of library resources simply because minors will have access to them. A library's failure to acquire materials on the grounds that minors may be able to access those materials diminishes the credibility of the library in the community and restricts access for all library users.

Children and young adults unquestionably possess First Amendment rights, including the right to receive information through the library in print, sound, images, data, social media, online applications, games, technologies, programming, and other formats.¹ Constitutionally protected speech cannot be suppressed solely to protect children or young adults from ideas or images a legislative body believes to be unsuitable for them.² Libraries and their library governing bodies should not resort to age restrictions in an effort to avoid actual or anticipated objections, because only a court of law can determine whether or not content is constitutionally protected.

Article VII of the *Library Bill of Rights* states, "All people, regardless of origin, age, background, or views, possess a right to privacy and confidentiality in their library use." This includes students and minors, who have a right to be free from any unreasonable intrusion into or surveillance of their lawful library use.³

Acknowledged:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

The mission, goals, and objectives of libraries cannot authorize libraries and their governing bodies to assume, abrogate, or overrule the rights and responsibilities of parents and guardians. As “Libraries: An American Value” states, “We affirm the responsibility and the right of all parents and guardians to guide their own children’s use of the library and its resources and services.”⁴ Libraries and their governing bodies cannot assume the role of parents or the functions of parental authority in the private relationship between parent and child. Libraries and their governing bodies shall ensure that only parents and guardians have the right and the responsibility to determine their children’s—and only their children’s—access to library resources. Parents and guardians who do not want their children to have access to specific library services, materials, or facilities should so advise their own children. Libraries and library governing bodies should not use rating systems to inhibit a minor’s access to materials.⁵

Libraries and their governing bodies have a legal and professional obligation to ensure that all members of the communities they serve have free and equitable access to a diverse range of library resources and services that is inclusive, regardless of content, approach, or format. This principle of library service applies equally to all users, minors as well as adults. Lack of access to information can be harmful to minors. Libraries and their governing bodies must uphold this principle in order to provide adequate and effective service to minors.

¹ *Brown v. Entertainment Merchant’s Association, et al.* 564 U.S. 08-1448 (2011).

² *Erznoznik v. City of Jacksonville*, 422 U.S. 205 (1975): “Speech that is neither obscene as to youths nor subject to some other legitimate proscription cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable for them. In most circumstances, the values protected by the First Amendment are no less applicable when government seeks to control the flow of information to minors.” See also *Tinker v. Des Moines School Dist.*, 393 U.S.503 (1969); *West Virginia Bd. of Ed. v. Barnette*, 319 U.S. 624 (1943); *AAMA v. Kendrick*, 244 F.3d 572 (7th Cir. 2001).

³ “Privacy: An Interpretation of the Library Bill of Rights,” adopted June 19, 2002, by the ALA Council; amended July 1, 2014; and June 24, 2019.

⁴ “Libraries: An American Value,” adopted on February 3, 1999, by ALA Council.

⁵ “Rating Systems: An Interpretation of the Library Bill of Rights,” adopted on June 30, 2015, by ALA Council; amended June 25, 2019.

Adopted June 30, 1972, by the ALA Council; amended July 1, 1981; July 3, 1991; June 30, 2004; July 2, 2008 *under previous name* "Free Access to Libraries for Minors"; July 1, 2014; and June 25, 2019.

Acknowledged:

**COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS
REFERENCE DOCUMENT
ACCESS TO RESOURCES AND SERVICES IN THE SCHOOL LIBRARY
An Interpretation of the Library Bill of Rights**

The school library plays a unique role in promoting, protecting, and educating about intellectual freedom. It serves as a point of voluntary access to information and ideas and as a learning laboratory for students as they acquire critical thinking and problem-solving skills needed in a pluralistic society. Although the educational level and program of the school necessarily shape the resources and services of a school library, the principles of the American Library Association's *Library Bill of Rights* apply equally to all libraries, including school libraries. Under these principles, all students have equitable access to library facilities, resources, and instructional programs.

School librarians assume a leadership role in promoting the principles of intellectual freedom within the school by providing resources and services that create and sustain an atmosphere of free inquiry. School librarians work closely with teachers to integrate instructional activities in classroom units designed to equip students to locate, evaluate, and use a broad range of ideas effectively. Intellectual freedom is fostered by educating students in the use of critical thinking skills to empower them to pursue free inquiry responsibly and independently. Through resources, programming, and educational processes, students and teachers experience the free and robust debate characteristic of a democratic society.

School librarians cooperate with other individuals in building collections of resources that meet the needs as well as the developmental and maturity levels of students. These collections provide resources that support the mission of the school district and are consistent with its philosophy, goals, and objectives. Resources in school library collections are an integral component of the curriculum and represent diverse points of view on both current and historical issues. These resources include materials that support the intellectual growth, personal development, individual interests, and recreational needs of students.

While English is, by history and tradition, the customary language of the United States, the languages in use in any given community may vary. Schools serving communities in which other languages are used make efforts to accommodate the needs of students for whom English is a second language. To support these efforts, and to ensure equitable access to resources and services, the school library provides resources that reflect the linguistic pluralism of the community.

Members of the school community involved in the collection development process employ educational criteria to select resources unfettered by their personal, political, social, or religious views. Students and educators served by the school library have access to resources and services free of constraints resulting from personal, partisan, or doctrinal disapproval. School librarians resist efforts by individuals or groups to define what is appropriate for all students or teachers to read, view, hear, or access regardless of technology, formats or method of delivery.

Major barriers between students and resources include but are not limited to: imposing age, grade-level, or reading-level restrictions on the use of resources; limiting the use of interlibrary loan and

Acknowledged:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

access to electronic information; charging fees for information in specific formats; requiring permission from parents or teachers; establishing restricted shelves or closed collections; and labeling. Policies, procedures, and rules related to the use of resources and services support free and open access to information.

It is the responsibility of the governing board to adopt policies that guarantee students access to a broad range of ideas. These include policies on collection development and procedures for the review of resources about which concerns have been raised. Such policies, developed by persons in the school community, provide for a timely and fair hearing and assure that procedures are applied equitably to all expressions of concern. It is the responsibility of school librarians to implement district policies and procedures in the school to ensure equitable access to resources and services for all students.

Adopted July 2, 1986, by the ALA Council; amended January 10, 1990; July 12, 2000; January 19, 2005; July 2, 2008; and July 1, 2014.

Acknowledged:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

State	Description
5 CCR 4600-4670	<u>Uniform complaint procedures</u>
Ed. Code 1240	<u>County superintendent of schools; duties</u>
Ed. Code 18111	<u>Exclusion of books by Governing board that are sectarian, partisan, or denominational character</u>
Ed. Code 220	<u>Prohibition of discrimination</u>
Ed. Code 242	<u>Access to information about educational laws and policies regarding right to accurate and inclusive curriculum</u>
Ed. Code 243	<u>Unlawful discrimination related to the use or prohibited use of textbooks and instructional materials</u>
Ed. Code 35010	<u>Control of district; prescription and enforcement of rules</u>
Ed. Code 35160	<u>Powers and duties of school boards</u>
Ed. Code 35186	<u>Williams uniform complaint procedures</u>
Ed. Code 44805	<u>Teacher enforcement of course of studies; use of textbooks, rules and regulations</u>
Ed. Code 48907	<u>Exercise of free expression; time, place and manner rules and regulations</u>
Ed. Code 48950	<u>Speech and other communication</u>
Ed. Code 51204.5	<u>Social sciences instruction; contributions of specified groups</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>
Ed. Code 51511	<u>Religious matters properly included in courses of study</u>
Ed. Code 51933	<u>Sexual health education and HIV prevention materials</u>
Ed. Code 60000-60005	<u>Instructional materials; legislative intent</u>
Ed. Code 60040-60052	<u>Requirements for instructional materials</u>
Ed. Code 60119	<u>Public hearing on sufficiency of textbooks and instructional materials</u>
Ed. Code 60200-60213	<u>Elementary school materials</u>
Ed. Code 60226	<u>Requirements for publishers and manufacturers</u>
Ed. Code 60400-60411	<u>High school textbooks and instructional materials</u>
Ed. Code 60510-60511	<u>Donation or sale of obsolete instructional materials</u>

Management Resources

California Department of Education

Acknowledged:

DescriptionInstructional Materials, FAQ

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

State	Description
Publication	
California Department of Education Publication	<u>Standards for Evaluating Instructional Materials for Social Content, 2013</u>
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>Department of Justice</u>
Website	<u>California Department of Education, Curriculum and Instruction Resources</u>
Website	<u>CSBA</u>
Website	<u>U.S. Department of Education, Office for Civil Rights</u>

Cross References

Code	Description
0410	<u>Nondiscrimination In District Programs And Activities</u>
1100	<u>Communication With The Public</u>
1250	<u>Visitors/Outsiders</u>
1250	<u>Visitors/Outsiders</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
1312.4	<u>Williams Uniform Complaint Procedures</u>
1312.4-E(1)	<u>Williams Uniform Complaint Procedures</u>
1312.4-E(2)	<u>Williams Uniform Complaint Procedures</u>
5145.3	<u>Nondiscrimination/Harassment</u>
5145.3	<u>Nondiscrimination/Harassment</u>
6000	<u>Concepts And Roles</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.92	<u>Mathematics Instruction</u>

Acknowledged:

COMPLAINTS CONCERNING INSTRUCTIONAL MATERIALS

Code	Description
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6144	<u>Controversial Issues</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6163.1	<u>Library Media Centers</u>
9000	<u>Role Of The Board</u>
9005	<u>Governance Standards</u>
9012	<u>Board Member Electronic Communications</u>
9200	<u>Limits Of Board Member Authority</u>
9322	<u>Agenda/Meeting Materials</u>

Acknowledged:



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2024
SUBJECT: Adopt Revised Board Policies 6144 Controversial Issues (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising, and adding board policies and regulations as current laws and requirements change. The revised Board Policy 6144 is being revised based upon guidance from the California School Boards Association. Approval of these revisions would also result in the abolishment of AR 6144.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy 6144 Controversial Issues (Second Reading).

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

CONTROVERSIAL ISSUES

~~The Governing Board believes that students should have opportunities to discuss controversial issues which have political, social or economic significance and which the students are mature enough to investigate and address. The study of a controversial issue should help students learn how to gather and organize pertinent facts, discriminate between fact and fiction, draw intelligent conclusions, and respect the right for others to have opinions.~~

The Governing Board recognizes that the district's educational program may sometimes include instruction related to controversial issues that may arouse strong reactions based on personal values and beliefs, political philosophy, culture, religion, or other influences. Instruction concerning such topics shall be relevant to the adopted course of study and curricular goals and should be designed to develop students' critical thinking skills, ability to discriminate between fact and opinion, respect for others, and understanding and tolerance of diverse points of view.

~~The Board expects teachers to exercise caution and discretion when deciding whether or not a particular issue is suitable for study or discussion in any particular class. Teachers should not spend class time on any topic which is not suitable for the class or related to the established course of study. For public schools, policy on controversial issues is defined in terms of the rights of pupils rather than in terms of the rights of teachers. The pupils have four rights to be recognized:~~

When providing instruction related to a controversial issue, the following guidelines shall apply:

- 1. The topic shall be suitable to the age and maturity of the students.**
- 2. Instruction shall be presented in a balanced manner, addressing all sides of the issue without bias or prejudice and without promoting any particular point of view.**
- 3. In the classroom, teachers act on behalf of the district and are expected to follow the adopted curriculum. In leading or guiding class discussions about issues that may be controversial, a teacher may not advocate his/her personal opinion or viewpoint. When necessary, the Superintendent or designee may instruct teachers to refrain from sharing personal views in the classroom on controversial topics.**
- 4. Students shall be assured of their right to form and express an opinion without jeopardizing their grades or being subject to discrimination, retaliation, or discipline, provided the viewpoint does not constitute harassment, threats, intimidation, or bullying or is otherwise unlawful.**

CONTROVERSIAL ISSUES

5. Students shall be informed of conduct expected during such instruction and the importance of being courteous and respectful of the opinions of others.
 6. Adequate factual information shall be provided to help students objectively analyze and evaluate the issue and draw their own conclusions.
 7. The instruction shall not reflect adversely upon persons because of their race, ethnicity, national origin, sex, sexual orientation, gender identity or expression, disability, religion, or any other basis prohibited by law.
 8. The subject matter of the instruction shall not otherwise be prohibited by state or federal law.
- ~~1. The right to study any controversial issue which has political, economic, or social significance and concerning that which he should have an opinion at his/her level.~~
 - ~~2. The right to have access to all relevant information including the materials that circulate freely in the community.~~
 - ~~3. The right to study under competent instruction in an atmosphere free from bias and prejudice.~~
 - ~~4. The right to form and express his/her own opinion on controversial issues without thereby jeopardizing his/her relations with teachers or the school administration.~~

~~The Board also expects teachers to ensure that all sides of a controversial issue are impartially presented, with adequate and appropriate factual information. Without promoting any partisan point of view, the teacher should help students separate fact from opinion and warn them against drawing conclusions from insufficient data. The teacher shall not suppress any student's view on the issue as long as it is not malicious or abusive toward others.~~

~~Teachers sponsoring guest speakers shall either ask them not to use their position or influence on students to forward their own religious, political, economic or social views or shall take active steps to neutralize whatever bias has been presented.~~

CONTROVERSIAL ISSUES (Continued)

~~In order to assure that materials of a potentially controversial nature are appropriately used as part of the instructional program the following procedures shall be followed:~~

- ~~1. Materials will be previewed and evaluated by a committee which should include members of the appropriate department or task force, a library media specialist, and a site administrator.~~
- ~~2. Upon approval of materials, a recommendation will be submitted to curriculum council, the site principal, the assistant superintendent for instructional services, and to the Board of Education. A list of approved resources will be available for referral.~~
- ~~3. Preview of potentially controversial materials will be made available before classroom use within an appropriate amount of time.~~
- ~~4. The parents or guardian will be notified in advance if materials of a potentially controversial nature are to be used in classroom instruction. This will include movies or videos with any other than a "G" rating. The parent or guardian has the prerogative to request that an alternative instructional activity or alternative class be provided for his/her child.~~

When a guest speaker is invited to make a presentation related to a controversial issue, the Superintendent or designee shall notify him/her of this policy and the expectations and goals regarding the instruction. If the guest speaker is presenting only one point of view on an issue, the teacher shall be responsible for ensuring that students also receive information on opposing viewpoints.

When required by law, such as in regard to comprehensive sexual health and HIV prevention education, parents/guardians shall be notified prior to instruction that they may request in writing that their child be excused from the instruction. Students whose parents/guardians decline such instruction may be offered an alternative activity of similar educational value.

A student or parent/guardian with concerns regarding instruction about controversial issues may communicate directly with the teacher or principal and/or use appropriate district complaint procedures.

Legal References:

EDUCATION CODE

35160.5	Requirement for policies and procedures for parent complaints re-employees
51550	Prohibited instruction or activity
51550	Prohibited study or supplemental materials

CONTROVERSIAL ISSUES (Continued)

51511	Religious matters properly included in courses of study
51530	Prohibition and definition re advocating or teaching communism with intent to indoctrinate
51550	Sex education courses
60040	Portrayal of cultural and racial diversity
60044	Prohibited instructional materials
60045	Required to be accurate, objective, current, and suited to needs and comprehension at respective grade levels.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2024
SUBJECT: **Adopt Revised Board Policies 6161.1, 6161.11 Supplementary Instructional Materials and Acknowledge Administrative Regulation 6161.1 (Second Reading)**

BACKGROUND: The District continues the process of reviewing, revising, and adding board policies and regulations as current laws and requirements change. The revised Board Policies are being revised based upon guidance from the California School Boards Association.

RATIONALE: These revised Board Policies and Administrative Regulations are related to evaluation and selection of instructional materials.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policies 6161.1 and 6161.11 Supplementary Instructional Materials and Acknowledge Administrative Regulation 6161.1. (Second Reading).

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2024
SUBJECT: **Adopt Revised Board Policy 6163.1 Library/Resource Centers (Second Reading)**

BACKGROUND: The District continues the process of reviewing, revising, and adding board policies and regulations as current laws and requirements change. The revised Board Policies are being revised based upon guidance from the California School Boards Association.

RATIONALE: This revised Board Policy reflects current practices in district library resource centers.

FUNDING: There is no cost.

RECOMMENDATION: Adopt Revised Board Policy 6163.1 Library/Resource Centers (Second Reading).

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

LIBRARY/RESOURCE CENTERS

~~The Governing Board recognizes that school library media centers play a vital role in education by providing access to a variety of informational resources. The Board desires to provide comprehensive library media centers with up to date books, reference materials and electronic information resources necessary to support a high quality instructional program and enhance the in-service training of staff. The Board encourages classroom teachers and library media teachers to collaborate in developing resource based activities that promote advanced thinking skills and enable students to become independent learners.~~

~~The Board expects school library media centers to nurture intellectual growth by providing:~~

- ~~1. Materials that take into consideration students varied interests, abilities, maturity levels and learning styles.~~
- ~~2. Materials that foster knowledge, literary appreciation, aesthetic values and ethical standards.~~
- ~~3. Information that enables students to make intelligent judgments in their daily lives and learn, with guidance, how to analyze and think critically about what they read.~~
- ~~4. Materials that realistically depict our pluralistic society and reflect the contributions of its various religious, ethnic and cultural groups.~~

~~The Board encourages students and staff to request materials which they would like added to library media center collections.~~

~~To establish eligibility for funds to update and maintain school library media center services and materials, the Board encourages staff members at each school to develop for Board approval a school library improvement plan that meets the requirements of the California Public School Library Protection Act. Such plans shall provide for the selection and procurement of library materials and technology based materials that support the curriculum, improve teaching strategies, and implement curriculum objectives in each subject area.~~

LIBRARY/RESOURCE CENTERS

Library

~~The Elementary libraries shall assume as their basic objectives the selection and servicing of books and other materials that will assist the students in developing as free, reasoning citizens who can understand and appreciate their American heritage and learn to live peaceably with their fellow men. It is the policy of the Districts to continue to fill new needs and to strengthen and augment existing libraries as well as assisting in the development of new school libraries.~~

Instruction Materials Centers

~~These centers are located and staffed in conjunction with the District Library. A variety of teaching aids and materials are stored, catalogued and loaned upon request to certificated personnel of the two Districts. The Districts also participate in the San Joaquin County Instructional Materials Center program in which teaching materials may be ordered and used by the teachers.~~

~~It is the policy of the Instructional Media Center and the libraries of the District to provide a broad service to all segments of the schools' population, faculty and staff, as well as students. In order to serve everyone, it is required of all borrowers to return materials on time and to accept financial responsibility for the safe return of all books and materials. This responsibility is an incumbent on faculty and staff members as it is on students. Teachers who borrow materials for classroom use are urged to hold their students accountable for the use of these materials, as the teachers themselves will be accountable. Through the cooperation of all, a relatively limited and costly collection of books and materials can be enjoyed equitably by everyone in the District. If there are extenuating circumstances in regard to loss or damage, these situations will be evaluated individually.~~

Legal Reference

EDUCATION CODE

18100-18172 _____ School Libraries

18175-18179 _____ California public school library protection act

LIBRARY/RESOURCE CENTERS**A. General**

The Governing Board recognizes that school libraries support the educational program by providing access to a variety of informational and supplemental resources that can inspire a love of reading, stimulate thought, the exploration of ideas and intellectual exchanges, and contribute to the academic achievement of all students. The Board desires that school libraries be stocked with up-to-date books, reference materials, and electronic resources that promote literacy, support academic standards, contain a broad spectrum of knowledge and viewpoints, accurately reflect and value society's diversity, and prepare students to become lifelong learners.

The Superintendent or designee may, in consultation with teacher librarians, classroom teachers, administrators, parents/guardians, and students as appropriate, develop and regularly update a plan for school libraries that describes the district's goals for school libraries and the distribution of funds to school sites to support libraries. As appropriate, the plan may also address staffing, facilities, selection and evaluation of materials, the development and maintenance of classroom libraries, prevention of loss or damage of library materials, prioritization of needs, and other related matters. The Superintendent or designee shall ensure that the library plan is aligned with the district's local control and accountability plan and other district and school plans.

B. Staffing

To staff school libraries, the district may employ one or more teacher librarians who possess appropriate credentials issued by the Commission on Teacher Credentialing. (Education Code 18120, 44868; 5 CCR 80024.6, 80053)

The Superintendent or designee may assign teacher librarians to perform the following duties in accordance with the authorizations of their credential: (5 CCR 80053, 80053.1)

1. Instruct students in accessing, evaluating, using, and integrating information and resources in the library program and/or provide departmentalized instruction in information literacy, digital literacy, and digital citizenship
2. Plan and coordinate school library programs with the district's instructional programs through collaboration with teachers
3. Select materials for school and district libraries
4. Develop and deliver staff development programs for school library services
5. Coordinate or supervise library programs at the school or district level

LIBRARY/RESOURCE CENTERS

6. Plan and conduct a course of instruction for students who assist in the operation of school libraries
7. Supervise classified personnel assigned school library duties
8. Develop procedures for and management of the school and district libraries

The Board also may appoint classified paraprofessionals to serve as library aides or library technicians. Volunteers may assist with school library services in accordance with law, Board policy, and administrative regulation.

C. Hours of Operation

School libraries shall be open for use by students and teachers during the school day. (Education Code 18103)

With the approval of the Board, a school library may be open at other hours outside the school day, including evenings and Saturdays. Any library open to serve students during evening and Saturday hours shall be under the supervision of a certificated employee who consents to the assignment. (Education Code 18103)

D. Selection and Evaluation of School Library Materials**1. Purpose**

District libraries nurture intellectual growth: in libraries, students think, create, share, and grow their knowledge and interests as lifelong learners and readers. Libraries provide equitable access to a welcoming environment, diverse collections, and collaborative relationships with students, families, and staff.

2. Support for Intellectual Freedom

Intellectual freedom, one of the core values of the library profession, is the right of library users to seek and receive information from all points of view. Intellectual freedom promotes access to information and is guaranteed by the First Amendment.

District libraries are guided by the principles set forth in the Library Bill of Rights and its interpretative statements and The Students' Right to Read statement of the National Council of Teachers of English. See Board Policy 1312.2 for these documents.

3. Policy Objectives

- To build and strengthen a love of reading

LIBRARY/RESOURCE CENTERS

- To provide instruction in literacy, information literacy, digital citizenship, and digital literacy to meet the needs of the students and faculty
- To provide faculty and students with materials that support and enrich the curriculum
- To provide students with a wide range of materials on all levels of difficulty and give students free choice in reading materials
- To provide a collection of high-quality, engaging, relevant, and varied library materials to foster reading motivation, literary appreciation, aesthetic values, and ethical standards
- To select materials that present many different points of view, giving students an opportunity to develop analytical skills resulting in informed decision-making
- To realistically depict our pluralistic society and reflect the contributions of its various racial, ethnic, religious, and cultural groups
- To select materials in a variety of formats, including digital materials (currently, e-books and audiobooks)

4. Responsibility for Selection

Library staff members with a Library Services Credential are authorized by the California Commission on Teacher Credentialing to select materials for the library collections, using the selection criteria in this document; they work with all library staff to make selection decisions. Library staff invites recommendations for library materials from students, staff, administrators, and community members as appropriate, with a focus on student learning needs and interests. All purchase lists will be reviewed and approved by the Coordinator of Instructional Media Services and Curriculum before purchase.

5. Selection Criteria

- Support and enrich the curriculum and/or individual students' learning needs and personal interests
- Exhibit a high degree of potential user appeal and interest, based on current circulation
- Fill the needs of the individual school, based on knowledge of special programs and/or populations at the school
- Earn favorable reviews in standard reviewing sources and/or favorable recommendations based on preview and examination of materials by professional personnel, primarily using:
 - Association for Library Service to Children (ALSC) Notable Children's Books
 - School Library Journal
 - Booklist (ALA)
 - We Need Diverse Books
 - Young Adult Library Services Association (YALSA) Best Books for Young Adults
- Meet high standards in literary, artistic, and aesthetic quality; technical aspects; and physical format
- Be appropriate for the subject area and for the age, emotional development, ability level, learning styles, and social, emotional, and intellectual development of the range of students for whom the materials are selected

LIBRARY/RESOURCE CENTERS

- Incorporate accurate and authentic factual content from authoritative sources
- Have a recent copyright date to provide up-to-date information
- Represent differing viewpoints on controversial issues
- Provide a global perspective and promote diversity by including materials by authors and illustrators of all cultures
- Demonstrate physical format, appearance, and durability suitable to their intended use
- Include a variety of resources in physical and virtual formats including print and non-print such as electronic and multimedia (including subscription databases and other online products, e-books, educational games, and other forms of emerging technologies)

6. Acquisitions Procedures

- Library staff invites recommendations for acquisitions, evaluates available resources and curriculum needs and consults reputable, professionally prepared aids to selection, and other appropriate sources to learn about trends in publishing to support curriculum and students' interests. The actual resource will be examined if possible.
- Library staff shall use **Policy Objectives** and **Selection Criteria** above to determine decisions about selection of materials.
 - Library staff are legally and ethically responsible to provide access to resources with multiple perspectives for students' curricular and personal information needs.
 - See *Tinker v. Des Moines Independent Community School District* (1969), *Board of Education, Island Trees Union Free School District v. Pico* (1982), and the American Library Association's Library Bill of Rights.
- Library staff will work collaboratively to create purchase lists in online vendor platforms, then submit them for review to the Coordinator of the Instructional Media Center before purchase.
 - The Coordinator will consult with library staff when questions arise about any materials before purchase to determine approval or denial of the item(s)
- The Coordinator of the Instructional Media Center or designated staff will submit the list for purchase against funds already available from the site or the district and encumbered for this purpose
- Gifts and donations to the school library are accepted with the understanding that the decision for use and disposition of the materials and/or funds will be determined using the same selection criteria as use for purchased materials. Gifts and donations, like purchased resources, will be removed from the collection at the end of their useful life.
- Selection is an ongoing process that includes removing materials that are no longer used or needed, adding new materials, and replacing lost and worn materials that still have educational value. Library staff shall use **Policy Objectives** and **Selection Criteria** above to determine decisions about de-selection of materials.
- Library staff will conduct an inventory of the school library collection and equipment annually. The inventory will be used to determine library needs and funding, as well as guide de-selection and removal of materials no longer relevant to the students' needs.

LIBRARY/RESOURCE CENTERS

- Library staff will develop a collection maintenance plan that includes systematic inspection of materials that would result in weeding outdated, damaged, or irrelevant materials from the collection. Library staff never removes books based solely on an author's or illustrator's views (for example, Theodore Seuss Geisel, J.K. Rowling, Jay Asher, etc.)
- Library staff with a Library Services Credential must ensure that the annual online school library evaluation for California schools is completed each year. This is a requirement under *Education Code* Section 18122.

7. Classroom Library Collections

Classroom collections are developed by individual teachers and are not part of the inventory of the site's library collection. See Board Policy 6161.11, Supplementary Instructional Materials.

8. Reconsideration of Library Materials

Any requests for reconsideration of library materials will be processed using Board Policy 1312.2, Complaints Concerning Instructional Materials.

9. Policy Revision

This policy shall be reviewed annually by the Coordinator of Instructional Media Services and Curriculum and revised as needed, particularly for new materials formats. No revision shall be undertaken while a formal challenge to a library resource is occurring. Any needed revisions shall occur after the final decision on the questioned material has been made.

E. Fees

Students shall be allowed to borrow school library materials at no charge for use in the library and classrooms as well as out of school. (5 CCR 16042)

To encourage students to return materials in a timely manner, a nominal fee shall be charged for the late return of materials.

F. Library Instruction

Teacher librarians and/or classroom teachers shall provide library instruction to support the development of students' information literacy skills. Such instruction shall be aligned with the state academic standards for library instruction and shall prepare students to:

1. Access information by applying knowledge of the organization of libraries, print materials, digital media, and other sources

LIBRARY/RESOURCE CENTERS

2. Evaluate and analyze information to determine appropriateness in addressing the scope of inquiry
3. Organize, synthesize, create, and communicate information
4. Integrate information literacy skills into all areas of learning and pursue information independently to become life-long learners

Teacher librarians also may provide support to teachers, administrators, and other staff by identifying instructional materials that will aid in the development of curriculum and instructional activities and by providing information about effective and ethical uses of school library services and equipment.

G. Program Evaluation

The Superintendent or designee shall annually assess and report to the Board regarding the condition and use of school libraries. The assessment shall evaluate, at a minimum:

1. Access of students and staff to school libraries during school hours and, as appropriate, access outside the school day
2. The process and frequency by which students are allowed to check out library materials
3. Staffing levels, qualifications, and number of hours worked
4. The quality of the collection at each library, including, but not limited to, the total number of books in the collection, number of books per student, types of materials (fiction, non-fiction, newspapers, magazines, encyclopedias, materials in other languages, and reference materials), alignment with curriculum, provision of a broad spectrum of knowledge and viewpoints, amount expended during the year for the purchase of new resources, and the number of resources discarded and added during the year
5. Any special programs offered at the school to encourage reading and/or library use
6. The adequacy of the facility space and equipment designated for the school library
7. The source(s) and adequacy of funding for school libraries
8. Knowledge by principals, teachers, and library personnel of the process to follow when a library material(s) is submitted for reconsideration

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H. State Required Library Evaluation

The district shall, on or before August 31 each year, report to the California Department of Education on the condition of its school libraries for the preceding year ending June 30.
(Education Code 18122)

State	Description
5 CCR 16040-16043	<u>School libraries</u>
5 CCR 80023-80023.2	<u>Emergency permits; general requirements</u>
5 CCR 80024.6	<u>Emergency teacher librarian services permit</u>
5 CCR 80026-80026.6	<u>Emergency permits; Declaration of Need</u>
5 CCR 80053-80053.1	<u>Teacher librarian services credential</u>
Ed. Code 1703	<u>Coordination of district library services by county superintendent</u>
Ed. Code 1770-1775	<u>Provision of library services by county superintendent</u>
Ed. Code 18100-18203	<u>School libraries</u>
Ed. Code 18300-18571	<u>Union high school district/unified school district library district</u>
Ed. Code 19335-19336	<u>Reading Initiative Program; recommended books</u>
Ed. Code 220	<u>Prohibition of discrimination</u>
Ed. Code 242	<u>Access to information about educational laws and policies regarding right to accurate and inclusive curriculum</u>
Ed. Code 35021	<u>Volunteer aides</u>
Ed. Code 44868-44869	<u>Qualifications and employment of library media teachers</u>
Ed. Code 45340-45349	<u>Instructional aides</u>
Ed. Code 48907	<u>Exercise of free expression; time, place</u>

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State	Description
Ed. Code 48950	<u>and manner rules and regulations</u> <u>Speech and other communication</u>
Ed. Code 51204.5	<u>Social sciences instruction;</u> <u>contributions of specified groups</u>
Ed. Code 51501	<u>Nondiscriminatory subject matter</u>
Ed. Code 60040-60052	<u>Requirements for instructional materials</u>

Management Resources

Management Resources	Description
California Department of Education Publication	<u>Examples of Model School Library</u> <u>Standards for California Public Schools</u> <u>Supporting Common Core State</u> <u>Standards (CCSS) for English Language</u> <u>Arts & Literacy in History/Social</u> <u>Studies, Science, and Technical</u> <u>Subjects, rev. February 2012</u>
California Department of Education Publication	<u>Looking at the School Library: An</u> <u>Evaluation Tool, 2003</u>
California Department of Education Publication	<u>Model School Library Standards for</u> <u>California Public Schools: K - 12, 2010</u>
California Department of Education Publication	<u>Recommended Literature: Kindergarten</u> <u>Through Grade Twelve</u>
California School Library Association Publication	<u>Standards and Guidelines for Strong</u> <u>School Libraries, 2004</u>
Website	<u>CSBA District and County Office of</u> <u>Education Legal Services</u>
Website	<u>American Association of School</u> <u>Libraries</u>
Website	<u>California Department of Education,</u> <u>School Libraries</u>
Website	<u>California School Library Association</u>
Website	<u>Department of Justice</u>
Website	<u>California Department of Education,</u> <u>Curriculum and Instruction Resources</u>
Website	<u>U.S. Department of Education, Office</u>

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Management Resources	Description
Cross References	<u>for Civil Rights</u>
Code	Description
0200	<u>Goals For The School District</u>
0400	<u>Comprehensive Plans</u>
0410	<u>Nondiscrimination In District Programs And Activities</u>
0420	<u>School Plans/Site Councils</u>
0420	<u>School Plans/Site Councils</u>
0440	<u>District Technology Plan</u>
0440	<u>District Technology Plan</u>
0460	<u>Local Control And Accountability Plan</u>
0460	<u>Local Control And Accountability Plan</u>
1240	<u>Volunteer Assistance</u>
1240	<u>Volunteer Assistance</u>
1260	<u>Educational Foundation</u>
1312.2	<u>Complaints Concerning Instructional Materials</u>
1312.2	<u>Complaints Concerning Instructional Materials</u>
1312.2-E(1)	<u>Complaints Concerning Instructional Materials</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
1312.4	<u>Williams Uniform Complaint Procedures</u>
1312.4-E(1)	<u>Williams Uniform Complaint Procedures</u>

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Code	Description
1312.4-E(2)	<u>Williams Uniform Complaint Procedures</u>
1330.1	<u>Joint Use Agreements</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
3260	<u>Fees And Charges</u>
3260	<u>Fees And Charges</u>
3270	<u>Sale And Disposal Of Books, Equipment And Supplies</u>
3270	<u>Sale And Disposal Of Books, Equipment And Supplies</u>
3290	<u>Gifts, Grants And Bequests</u>
3311	<u>Bids</u>
3311	<u>Bids</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>
4113	<u>Assignment</u>
4113	<u>Assignment</u>
4131	<u>Staff Development</u>
4132	<u>Publication Or Creation Of Materials</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4231	<u>Staff Development</u>
4232	<u>Publication Or Creation Of Materials</u>
4331	<u>Staff Development</u>
4332	<u>Publication Or Creation Of Materials</u>
5125.2	<u>Withholding Grades, Diploma Or Transcripts</u>
5145.3	<u>Nondiscrimination/Harassment</u>

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Code	Description
5145.3	<u>Nondiscrimination/Harassment</u>
6011	<u>Academic Standards</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6144	<u>Controversial Issues</u>
6154	<u>Homework/Makeup Work</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6162.6	<u>Use Of Copyrighted Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E(1)	<u>Student Use Of Technology</u>
7110	<u>Facilities Master Plan</u>

LIBRARY/RESOURCE CENTERS



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2024
SUBJECT: **Approve Revised Board Policy 6141 Curriculum Development and Evaluation (Second Reading)**

BACKGROUND: Existing Board Policies related to Curriculum Development and Evaluation are no longer current.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6141 Curriculum Development and Evaluation, to reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 6141 Curriculum Development and Evaluation (Second Reading).

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

CURRICULUM DEVELOPMENT AND EVALUATION

The Governing Board accepts responsibility for establishing and supporting what students will learn. The Board shall adopt a **research-based, sequential curriculum that promotes high levels of student achievement and emphasizes the development of basic skills, problem solving, and decision making.** Upon recommendation of the Superintendent or designee, the Board shall adopt a written district curriculum which describes, for each subject area and grade level, **the content objectives which are to be taught in all district schools.** ~~district curriculum which reflects district philosophy, responds to student needs and abilities, and is consistent with the adopted state frameworks and requirements of law. Insofar as possible, this curriculum shall also reflect the desires of the community and the needs of society as a whole.~~

The district's curriculum shall be aligned with the district's vision and goals for student learning, Board policies, academic content standards, state curriculum frameworks, state and district assessments, graduation requirements, school and district improvement plans, and, when necessary, related legal requirements.

~~The Superintendent or designee shall establish a Board accepts responsibility for ensuring that the process for of curriculum development, selection, and/or adaptation which utilizes the professional expertise of teachers, principals, and district administrators representing various grade levels, disciplines, special programs, and categories of students as appropriate. The process also may provide opportunities for input from students, parents/guardians, representatives from local businesses, and postsecondary institutions, and other community members. implementation, and evaluation is the top priority for the district. This process is recognized as an ongoing one, routinely supported by planned allocations of resources and staff time.~~

The selection and evaluation of instructional materials shall be coordinated with the curriculum development and evaluation process.

~~The Board shall establish a curriculum review cycle for evaluating the curriculum with the state model curriculum standards, adopted state frameworks, and student achievement data.~~

~~The Superintendent or designee shall establish procedures which ensure that the curriculum development process includes input from teachers, administrators, and community representing a variety of grade levels, disciplines, schools, special programs and categories of students. The selection of curriculum materials and assessments shall be aligned with district curricular standards.~~

When presenting a recommended curriculum for adoption, the Superintendent or designee shall provide research, data, or other evidence demonstrating the proven effectiveness of the proposed curriculum. He/she also shall present information about the resources that would be necessary to successfully implement the curriculum and describe any modifications or supplementary services that would be needed to make the curriculum accessible to all students.

The Board shall establish a review cycle for regularly evaluating the district's curriculum in order to ensure continued alignment with state and district goals for student achievement. At a minimum, these reviews shall be conducted whenever the State Board of Education
TUSD Adopted: 9/23/97

adopts new or revised content standards or the curriculum framework for a particular subject or when new law requires a change or addition to the curriculum.

In addition, the Board may require a review of the curriculum in one or more subject areas as needed in response to student assessment results; feedback from teachers, administrators, or parent/guardians; new research on program effectiveness; or changing student needs.

~~The Superintendent or designee shall keep the Board informed about instructional effectiveness and student achievement in each area of the curriculum. The Superintendent or designee shall facilitate the Board's efforts to discuss its curriculum review process with district staff and community.~~

Legal Reference:

EDUCATION CODE

40	Equal opportunity without regard to sex
35160	Authority of governing boards
35160.1	Broad authority of school districts
51050-51057	Enforcement's of courses of study
51200-51263	Required courses of study, especially
51225.3	Requirements for high school graduation
51500-51551	Prohibited instruction
51720-51879	Authorized classes and courses of instruction
52000-52049	Improvement of education
52060-52065	American Indian early childhood education program
52160-52178	Bilingual-Bicultural Act

**CURRICULUM DEVELOPMENT AND
EVALUATION (Continued)**

52200-52212	Mentally gifted and talented pupil program
52300-52414	Vocational education
54000-54041	Programs for disadvantaged youth
54100-54145	Miller-Unruh Act of 1965
56000-56865	Special education programs

GOVERNMENT CODE

3543.2	Scope of representation
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CODE OF REGULATIONS, TITLE 5

4000-4091	School improvement programs
4300-4320	Bilingual education programs
4400-4426	Improvement of education

Management Resources:

CDE PROGRAM ADVISORIES

1123.87	Curriculum Review, Improvement and implementation, CIL:87/8-9
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EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2024
SUBJECT: **Approve Revised Board Policy 6142.91 Reading/Language Arts Instruction (Second Reading)**

BACKGROUND: Existing Board Policies related to Reading/Language Instruction are no longer current.

RATIONALE: The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6142.91 Reading/Language Arts Instruction, to reflect updated language.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Revised Board Policy 6142.91- Reading/Language Arts Instruction (Second Reading)

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

READING/LANGUAGE ARTS INSTRUCTION

~~The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other disciplines. Students should develop an appreciation for literature and for reading as a means to acquire knowledge. They also should develop oral and written language skills that enable them to effectively communicate with others.~~

~~The Board desires to offer a comprehensive, balanced reading/language arts program that ensures that all students have the skills necessary to read fluently and for meaning. The program shall integrate reading, writing, speaking and listening activities in order to build strong communication skills.~~

~~Teachers are encouraged to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The Superintendent or designee shall provide professional development opportunities as needed to ensure that teachers are knowledgeable about how students develop language skills, are able to analyze students' developing literacy, and are able to draw from a variety of instructional strategies and materials.~~

~~The Superintendent or designee shall ensure that the reading/language arts program offers sufficient access to reading materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.~~

~~For each grade level, the Board shall adopt standards of competency in reading, speaking and writing, including spelling and grammar.~~

Grades K-3

~~The goal of the district's early literacy program shall be to ensure that students are able to read fluently and at grade level by the end of third grade. To reach this goal, the Superintendent or designee shall design a balanced and comprehensive reading/language arts program with the following components:~~

- ~~1. Explicit skill development for beginning readers that includes phonemic awareness, phonics and decoding skills, and sufficient practice and repetition of these skills~~
- ~~2. A strong literature, language and comprehension program that includes a balance of oral and written language~~
- ~~3. Ongoing diagnosis of individual students' skills~~

READING/LANGUAGE ARTS INSTRUCTION

~~4. An early intervention program that provides assistance to children at risk of reading failure~~

Grades 4-12

~~The Board recognizes that reading/language arts instruction is an integral component of the curriculum at all grades levels. Continuous progress in fluency and comprehension shall be the goal of reading/language arts instruction in grades 4 through 12.~~

~~The program in these grades shall promote reading for subject matter comprehension, developing understanding of progressively more advanced reading material, analyzing and discussing a variety of reading materials, increasing the frequency of reading, developing more complex writing skills with attention to composition and vocabulary, and developing other communications skills.~~

~~When students in these grades do not have fully developed reading/language arts skills, resources shall be made available to assist them in reaching a reading level sufficient to meet the demands of grade level material. Staff at all grade levels and in every subject shall take responsibility for supporting and expanding students' literacy skills.~~

The Governing Board recognizes that reading and other language arts constitute the basic foundation for learning in other areas of study. The Board desires to offer a comprehensive, balanced reading/language arts program that ensures all students have the skills necessary to read fluently and for meaning and develops students' appreciation for literature. The program shall integrate reading and oral and written language arts activities in order to build effective communication skills.

For each grade level, the Board shall adopt academic standards that meet or exceed Common Core State Standards in the following strands:

- 1. Reading: Foundational skills, text complexity and analysis, and the growth of comprehension**
- 2. Writing: Text types, responding to reading, production and distribution of writings, and research**
- 3. Speaking and listening: Oral language development, comprehension, flexible communication, and collaboration**
- 4. Language: Conventions, effective use, knowledge of language, and vocabulary**

The Superintendent or designee shall ensure that the district's reading/language arts program offers sufficient access to standards-aligned textbooks and other instructional materials. The program shall provide instructional materials of varying levels of difficulty, including fiction and nonfiction works, so that students are continually reading at an appropriate level. In addition, technology should be available to support all areas of literacy.

READING/LANGUAGE ARTS INSTRUCTION

Teachers are expected to use a variety of instructional strategies to accommodate the needs of beginning readers and the varying abilities of more advanced readers. The program shall provide ongoing diagnosis of students' skills and, as needed, may provide supplementary instruction during the school day and/or outside the regular school session to assist students who are experiencing difficulty learning to read.

The Superintendent or designee shall make available professional development opportunities that are designed to provide instructional staff with knowledge about how students develop language skills, the ability to analyze students' literacy levels, and mastery of a variety of instructional strategies and materials.

The Superintendent or designee shall provide the Board with data from state and district reading assessments and program evaluations to enable the Board to monitor program effectiveness.

Legal Reference:

EDUCATION CODE

51210 _____ Areas of study, grades 1 through 6

51220 _____ Areas of study, grades 7 through 12

Management Resources:

CSBA PUBLICATIONS

Every Student Can Read, Every Student Will Read, Report of the CSBA Reading Task Force, May 1995

CDE PROGRAM ADVISORIES

1028.93 _____ Continuing Implementation of the English Language Arts Framework, CIL: 93/94-02

READING/LANGUAGE ARTS INSTRUCTION

CDE PUBLICATIONS

Every Child a Reader, 1995

Early Reading Inspection: A Balanced Approach, Language Arts Framework-

Implementation Series: Approaches to Literacy, 1993 English Language Arts

Framework for California Public Schools, 1987

State	Description
5 CCR 11980-11985	Mathematics and Reading Professional Development Program (AB 466 trainings)
5 CCR 11991-11991.2	Reading First achievement index
Ed. Code 41505-41508	Pupil Retention Block Grant
Ed. Code 41530-41532	Professional Development Block Grant
Ed. Code 44735	Teaching as a Priority Block Grant
Ed. Code 44755-44757.5	Teacher Reading Instruction Development Program, K-3
Ed. Code 51210	<u>Course of study for grades 1-6</u>
Ed. Code 51220	<u>Course of study for grades 7-12</u>
Ed. Code 60119	<u>Sufficiency of textbooks and instructional materials; hearing and resolution</u>
Ed. Code 60200.4	<u>Fundamental skills</u>
Ed. Code 60207	<u>Curriculum frameworks</u>
Ed. Code 60350-60352	Core reading program instructional materials
Ed. Code 60605	<u>State-adopted content and performance standards in core curricular areas</u>
Ed. Code 60605.8	<u>Common Core standards</u>
Ed. Code 99220-99221	<u>California Reading Professional Development Institutes</u>
Ed. Code 99230-99242	Mathematics and Reading Professional Development Program (AB 466 trainings)
Federal	Description
20 USC 6381-6381k	Even Start Family Literacy Program
20 USC 6383	Improving literacy through school libraries
Management Resources	Description
California Department of Education Publication	Common Core State Standards for English Language Arts, August 2010
California Department of Education Publication	Mathematics Framework for California Public Schools: Kindergarten Through Grade Twelve, 2013
California Department of Education Publication	Recommended Literature: Kindergarten Through Grade Twelve
California Department of Education Publication	<u>English Language Arts/English Language Development Framework for California Public Schools: Kindergarten through Grade Twelve, 2014</u>

READING/LANGUAGE ARTS INSTRUCTION

California Department of Education Publication
 California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. March 2013

CSBA Publication Website
 Governing to the Core, Governance Briefs
CSBA District and County Office of Education Legal Services

Cross References

Code	Description
0500	<u>Accountability</u>
4131	<u>Staff Development</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4222	<u>Teacher Aides/Paraprofessionals</u>
4231	<u>Staff Development</u>
4331	<u>Staff Development</u>
5148.2	<u>Before/After School Programs</u>
5148.2	<u>Before/After School Programs</u>
6011	<u>Academic Standards</u>
6120	<u>Response To Instruction And Intervention</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6141.4	<u>International Baccalaureate Program</u>
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6146.1	<u>High School Graduation Requirements</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6161.11	<u>Supplementary Instructional Materials</u>
6162.5	<u>Student Assessment</u>
6162.51	<u>State Academic Achievement Tests</u>
6162.51	<u>State Academic Achievement Tests</u>
6163.1	<u>Library Media Centers</u>
6172	<u>Gifted And Talented Student Program</u>
6172	<u>Gifted And Talented Student Program</u>
6174	<u>Education For English Learners</u>
6174	<u>Education For English Learners</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>
6179	<u>Supplemental Instruction</u>
6190	<u>Evaluation Of The Instructional Program</u>



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: June 13, 2024
SUBJECT: **Adopt TUSD Athletic and Coaches Handbook updates for the 2024-2025 School Year**

BACKGROUND: The Athletic handbook was last updated and approved prior to the 2022-23 school year and the Coaches Handbook was last approved in 2011.

RATIONALE: To stay current with education code, CIF procedures, and safety protocols, the Athletic and Coaches handbooks have been reviewed and revised by Director of Student Services, Human Resources, Athletic Directors, and School Site Administrators. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A.

RECOMMENDATION: Adopt TUSD Athletic and Coaches handbook updates for the 2024-2025 School Year.

Prepared by: Jason Noll, Director of Student Services and Curriculum.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 12, 2024
SUBJECT: **Adopt Tracy Charter School Student Handbook and Master Agreements for 2023-2024**

BACKGROUND: The Tracy Charter School Handbook and Master Agreements were last updated and approved for the 2023-24 school year. Some updates have been made to align with Education Code for Independent Study programs and align with the TUSD Student Handbook.

RATIONALE: The Tracy Charter School handbook has been updated for the 2024-2025 school year. The K-5 and 6-12 Master Agreements for the 2024-2025 school year.

FUNDING: N/A.

RECOMMENDATION: Adopt Tracy Charter School Student Handbook and Master Agreements for the 2024-2025 School Year.

Prepared by: Annabelle Lee, Principal, Tracy Charter School.



Tracy Charter School
Master Agreement for Independent Study
2024-2025 School Year: Grades K-5
Contract Term: Full Year

Start Date _____
End Date _____
Teacher Assigned _____

Student Name _____ Grade Level _____

Student ID # _____ DOB _____

Address _____ City & Zip Code _____

Parent(s) Name _____ Parent Phone # _____

Parent Email _____ Student Phone # _____

Objectives: The student will complete the courses assigned by the teacher of record on the online learning platform (K-5 Genius). All course objectives will be consistent with the established Charter School's board policy and are consistent with Charter School standards as outlined in the Charter School's subject/course descriptions. Courses will be assigned by grade level.

Courses: K-5
ELA
Math
Science
Social Studies
PE
Other:

METHOD OF STUDY/EVALUATION

Specific methods of study will be designated on the online learning platform, K-5 Genius. Examples of Methods of study for the student will include but are not limited to Computerized Curriculum, Independent Reading, Textbook activities, Problem Solving, Study Projects, Drill & Practice, Physical Education, Web - Internet Research & Library Research. Methods of Evaluation will be designated on the online learning platform, K-5 Genius or supplemental printed or online materials. Examples of acceptable methods of evaluation include but are not limited to Quizzes, Tests, Work Samples, Essays, Journals, Projects, Presentations, Labs, and State/District Assessments. These methods of evaluation align with TUSD adopted assessments that would be reported on a progress report or report card.

Resources/Supports: The School will provide appropriate instructional materials and personnel to enable all students to complete the assigned work. Academic, behavioral, and social/emotional support will be made available to all students in Tracy Charter School, and especially for those students who are not performing at grade level.

ASSESSMENTS

All students will complete assigned diagnostic, interim, and summative local learning assessments, and state mandated testing requirements, as appropriate, specific to grade level, according to school wide expectation and organizational standard in order to inform educational plans and/or identify necessary areas of need for intervention or program support. Failure to do so may result in an evaluation of appropriate program placement.

MEETINGS

- Students are required to meet in-person weekly with the assigned teacher of record. Days and times for these meetings will be determined during the first week of school by the assigned teacher.
- In addition, students are also required to attend weekly group or individual meetings online in TEAMS and/or in-person. Days and times for these meetings will be determined by the assigned teacher.

- Parents/caregiver of students in grades K-5 are expected to attend with their student to assist as needed with technology and/or behavior).
- These meetings are **Mandatory**. If a student has an emergency, the meeting will have to be rescheduled with the assigned teacher if time is available.
- If a student misses 3 weekly meetings in succession, two meetings in a month, or accrues five absences in a semester, an evaluation will be conducted to determine if the student is to remain enrolled at Tracy Charter School.

ATTENDANCE

- Students in grades K-5 are required to work at least 30 minutes daily in K-5 Genius. At least one assignment must be completed during that time period. This will complete the attendance requirement but will not keep a student on pace to complete their coursework. Students will need to work for approximately 4 hours or more per day to maintain adequate progress. The daily 30 minutes must be Monday-Friday (this does not include idle time) for attendance credit.
- Attendance credit can be earned by attending the daily/weekly in-person and/or virtual meetings.
- If a student is not making adequate progress on their courses or has 5 absences in a semester (based on completed coursework), an evaluation will be conducted to determine if the student it to remain enrolled at Tracy Charter School.

TECHNOLOGY

All students are issued a device, case, power cord, and hotspot upon enrollment. *Personal devices are not supported by ISET and may not be compatible with school curriculum.* For tech support the first point of contact will be the teacher, students will need to contact the teacher immediately regarding technical issues.

BOARD POLICIES

Independent Study Instructional Requirements

Students are expected to attend regularly scheduled synchronous instruction per grade level as well as complete work on the assigned online platform.

“Synchronous Instruction” means classroom-style, designated small group or one-on-one instruction delivered in person or in the form of internet or telephonic communications. This involves live, two-way communication between the teacher and student. **Synchronous instruction shall be provided by the teacher of record for that student.**

For students in grades K to 3—synchronous and in-person group instruction is required weekly for all students throughout the school year.

- Students are expected to work asynchronously approximately 15-20 hours per week to keep up with the work in their classes.
- **If students fall behind in K-5 Genius for more than two weeks in any of their courses, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will convene for an intervention meeting to determine the best way to move forward for the student.**

For students in grades 4 to 5—synchronous and in-person group instruction is required weekly for all students throughout the school year.

- Students are expected to work asynchronously approximately 20-25 hours per week to keep up with the work in their classes.
- **If students fall behind in K-5 Genius for more than two weeks in any of their courses, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will convene for an intervention meeting to determine the best way to move forward for the student.**

Behavior Expectations

All students are required to comply with expectations in the Student Handbook and California Education Code. Students found to be in violation of California Ed Code 48900 and/or related sections – will violate this master agreement and may be referred back to their school of residence.

Voluntary Statement: *It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code*

Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

ACKNOWLEDGEMENT OF RESPONSIBILITIES

Students Agreement/Responsibilities:

- I voluntarily request participation in this independent study program and have read and understand the terms of the master agreement.
- I will complete all course work outlined in the master agreement, and as assigned to me by my teacher.
- I understand that I am to attend school every day by completing course work assigned to me, all work submitted must be my own, and violation of the school's academic integrity policy may result in failing assignments, courses, or even school dismissal.

Parent/Legal Guardians Agreement:

- I am responsible for the daily monitoring/verification of all subjects studied, with scheduled monitoring by the assigned teacher. This includes ensuring that a responsible adult is present and available for all meetings and to work with my student to make sure they are making progress in all courses.
- I understand that my child is required to attend school every day in accordance with both the CA state compulsory attendance laws and school policy.
- I understand that in order for my student to be credited attendance, not only does he/she need to complete work each school day, but he/she must complete the assignments assigned for that month by the teacher(s).
- If I become aware of special or extenuating circumstances that will prohibit my student from turning in assigned work or attending the scheduled meeting, I will contact the teacher prior to the date to make alternative arrangements.
- I understand that it is my responsibility to provide any needed transportation for my student's scheduled meetings at a mutually agreed upon location reflected on the face of the master agreement and that lack of transportation is not an acceptable reason for failing to attend the meeting with the teacher.
- I have the right to appeal any decision about my student's placement in accordance with the school's policies and procedures.

Teachers Agreement:

- The teacher will assign courses to be completed during the duration of this agreement.
- The teacher will evaluate work in a timely manner.
- The teacher will notify the student and parent/legal guardian of the academic credit granted for work completed.

We, the undersigned, understand and voluntarily agree to the terms and conditions of this Independent Study agreement. Our signatures below indicate that we voluntarily participated in the establishment of these Agreements/Responsibilities and that we understand and accept our responsibilities in relation to this document.

I have read and I understand the terms of this agreement and agree to all provisions set forth.

Student:

Date:

Parent/Guardian/Caregiver:

Date:

Tracy Charter School Teacher:

Date



Tracy Charter School
Master Agreement for Independent Study
2024-2025 School Year: Grades 6-12
Contract Term: Full Year

Start Date _____
End Date _____
Teacher Assigned _____

Student Name _____ Grade Level _____

Student ID # _____ DOB _____

Address _____ City & Zip Code _____

Parent(s) Name _____ Parent Phone # _____

Parent Email _____ Student Phone # _____

Objectives: The student will complete the courses assigned by the school counselor. All course objectives will be consistent with the established Charter School's board policy and are consistent with Charter School standards as outlined in the Charter School's subject/course descriptions. Courses will be assigned by grade level and/or required for graduation for high school students.

6-8	9-12
English	English
Math	Math (if required)
Science	Science (if required)
History	Social Science (if required)
PE	PE (if required)
Elective	Elective(s)

METHOD OF STUDY/EVALUATION

Specific methods of study will be designated via the web-based platform, Edgenuity or supplemental printed or online materials. Examples of Methods of study for the student will include but are not limited to Computerized Curriculum, Independent Reading, Textbook activities, Problem Solving, Study Projects, Drill & Practice, Physical Education, Web - Internet Research & Library Research.

Methods of Evaluation will be designated on the web-based platform Edgenuity or supplemental printed or online materials. Examples of acceptable methods of evaluation include but are not limited to Quizzes, Tests, Work Samples, Essays, Journals, Projects, Presentations, Labs and State/District assessments. These methods of evaluation align with TUSD adopted assessments that would be reported on report cards/transcripts.

Resources/Supports: The School will provide appropriate instructional materials and personnel to enable all students to complete the assigned work. Academic, behavioral, and social/emotional support will be made available to all students in Tracy Charter School, and especially for those students who are not performing at grade level.

ASSESSMENTS

All students will complete assigned diagnostic, interim, and summative local learning assessments, and state mandated testing requirements, as appropriate, specific to grade level, according to school wide expectation and organizational standard in order to inform educational plans and/or identify necessary areas of need for intervention or program support. Failure to do so may result in an evaluation of appropriate program placement.

MEETINGS

- Students are required to meet in-person weekly with the assigned teacher of record. Days and times for these meetings will be determined during the first week of school by the assigned teacher.
- In addition, students are required to attend any group meetings online in TEAMS and/or in-person. Days and times for these meetings will be determined by the assigned teacher. (6th - 8th grade meetings are DAILY, 9th -12th grade meetings are WEEKLY)
- These meetings are **Mandatory**. If a student has an emergency, the meeting will have to be rescheduled with the assigned teacher if time is available.
- If a student misses 3 weekly meetings in succession, two meetings in a month, or accrues five absences in a semester, an evaluation will be conducted to determine if the student is to remain enrolled at Tracy Charter School.

ATTENDANCE

- Students in grades 6-12 are required to work at least 30 minutes daily in Edgenuity. At least one assignment must be completed during that time. This will complete the attendance requirement but will not keep a student on pace to complete their coursework. Students will need to work for approximately 5 hours or more per day to maintain adequate progress in all courses. The daily 30 minutes must be Monday-Friday (this does not include idle time) for attendance credit.
- Attendance credit can be earned by attending the daily/weekly in-person and/or virtual meetings.
- If a student is not making adequate progress on their courses or has 5 absences in a semester (based on completed coursework), an evaluation will be conducted to determine if the student is to remain enrolled at Tracy Charter School.

TECHNOLOGY

All students are issued a device, case, power cord, and hotspot upon enrollment. **Personal devices are not supported by ISET and may not be compatible with school curriculum.** For tech support the first point of contact will be the teacher, students will need to contact the teacher immediately regarding technical issues.

BOARD POLICIES

Independent Study Instructional Requirements

Students are expected to attend regularly scheduled synchronous instruction per grade level as well as complete assigned work.

“Synchronous Instruction” means classroom-style, designated small group or one-on-one instruction delivered in person or in the form of internet or telephonic communications. This involves live, two-way communication between the teacher and student. **Synchronous instruction shall be provided by the teacher of record for that student.**

For students in grades 6-12:

- Tracy Charter School utilizes a web-based curriculum called Edgenuity, as well as supplemental materials. Students are required to have a school-issued computer and hotspot. Students are expected to work approximately 25 hours per week to keep up with the work in their classes. It is expected that students will not fall behind in their coursework.
- **If students fail to make adequate progress (Red Status Bar in Edgenuity) for more than two weeks in any of their classes, a meeting with Parent, Teacher, and Student may be set up to discuss strategies to help the student. If the student makes no improvement, the teacher, counselor, and principal will schedule an intervention meeting to determine if the student is to remain enrolled at Tracy Charter School.**

A written record of the findings of any evaluation conducted pursuant to this policy shall be treated as a mandatory interim pupil record. This record shall be maintained for a period of three years from the date of the evaluation and if the pupil transfers to another California public school, the record shall be forwarded to that school.

BEHAVIOR EXPECTATIONS

All students are required to comply with expectations in the Student Handbook and California Education Code. Students found to be in violation of California Ed Code 48900 and/or related sections – will violate this master agreement and may be referred back to their school of residence.

Voluntary Statement: *It is understood that independent study is an optional educational alternative in which no pupil may be required to participate. In the case of a pupil who is referred or assigned to any school, class, or program pursuant to Education Code Section 48915 or 48917, instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.*

ACKNOWLEDGEMENT OF RESPONSIBILITIES

Students Agreement/Responsibilities:

- I voluntarily request participation in this independent study program and have read and understand the terms of the master agreement.
- I will complete all course work outlined in the master agreement, and as assigned to me by my teacher or counselor.
- I understand that I am to attend school every day by completing course work assigned to me, all work submitted must be my own, and violation of the school's academic integrity policy may result in failing assignments, courses, or even school dismissal.

Parent/Legal Guardians Agreement:

- I am responsible for the daily monitoring/verification of all subjects studied, with scheduled monitoring by the assigned teacher. This includes ensuring that a responsible adult is present and available every school day with the student to make sure the student is making adequate progress in all courses.
- I understand that my child is required to attend school every day in accordance with both the CA state compulsory attendance laws and school policy.
- I understand that in order for my student to be credited attendance, not only does he/she need to complete work each school day, but he/she must complete the assignments assigned for that month by the teacher(s).
- If I become aware of special or extenuating circumstances that will prohibit my student from turning in assigned work or attending the scheduled meeting, I will contact the teacher prior to the date to make alternative arrangements.
- I understand that it is my responsibility to provide any needed transportation for my student's scheduled meetings at a mutually agreed upon location reflected on the face of the master agreement and that lack of transportation is not an acceptable reason for failing to attend the meeting with the teacher.
- I have the right to appeal any decision about my student's placement in accordance with the school's policies and procedures.

Teachers Agreement:

- The teacher will communicate with the counselor to assign courses to be completed during the duration of this agreement.
- The teacher will evaluate work in a timely manner.
- The teacher will notify the student and parent/legal guardian of the academic credit granted for work completed.

We, the undersigned, understand and voluntarily agree to the terms and conditions of this Independent Study agreement. Our signatures below indicate that we voluntarily participated in the establishment of these Agreements/Responsibilities and that we understand and accept our responsibilities in relation to this document.

I have read and I understand the terms of this agreement and agree to all provisions set forth.

Student:

Date:

Parent/Guardian/Caregiver:

Date:

Tracy Charter School Teacher:

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2024
SUBJECT: **Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools**

BACKGROUND: In November of 2022, Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act was successfully passed by California voters. This measure mandates the establishment of ongoing support for arts instruction in schools starting from the academic year 2023-2024. Specifically, one percent of the K-12 portion of the Proposition 98 funding guarantee from the previous fiscal year, excluding funding allocated for the Arts and Music in Schools (AMS) program, will be earmarked for this initiative. The California Department of Education (CDE) will determine the allocation of grants to individual school sites on an annual basis. Subsequently, each school will provide input as to which arts education programs they wish to offer. In this decision-making process, school leaders will collaborate with teachers, families, and students, ensuring that the choices made best serve the unique needs of their local school community. The District will help facilitate the sharing of teachers, aides as well as contracted community arts partners amongst the schools to allow for maximum access to a variety of art forms based on the interests of the school community.

Each year, an annual report of the Schools' Prop 28 Plans must be presented to the LEA/District's Governing Board, and Governing Board approval is required. Following Board approval, the Plans are to be posted on the District's, Schools', and the CDE Websites.

RATIONALE: The legislation allocates 1 percent of the kindergarten through grade twelve (K-12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining 20% will fund training supplies, curriculum, professional learning, materials, and arts educational partnership programs.

Tracy Unified will receive approximately \$2,121,154.00 per year in Prop 28 funding to expand arts education access for all students. The annual allocation will provide TUSD students across all

grade levels with greater access to the arts to help foster students' creativity and self-expression and boost critical thinking skills. These efforts include but are not limited to:

- More opportunities for Visual and Performing Arts (VAPA) art, dance, theater and music instruction for elementary school students
- Greater access to visual and performing arts through electives and expanded programs for all middle and high school students
- Additional staffing and support to help bolster all existing art programs in TUSD

The funds from Proposition 28 can be utilized for a wide range of arts education purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, and establishing partnerships with arts organizations for enhanced educational programs. The supported art forms include dance, media arts, music, theater, and visual arts, which may involve folk art, painting, sculpture, photography, craft arts, creative expression (such as graphic arts and design), computer coding, animation, music composition, ensembles, script writing, costume design, film, and video. Prop 28 funding is intended to expand arts education at all school sites. The site-specific plans attached as separate cover items share a simple description of how TUSD schools are expanding their arts programs using their Prop 28 yearly allocations.

FUNDING: All Proposition 28 services will be funded by the Prop 28 yearly allocations.

RECOMMENDATION: Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for All TUSD Schools.

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

Proposition 28: Arts and Music in Schools Funding Annual Report Fiscal Year 2023-24

Name: Tracy Joint Unified
CDS Code: 3975499-0000000
Allocation Year: 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

The plans detail description of how each school site will spend their allocation. Many of the job postings will be uploaded beginning July 1, 2024.

2. Number of full-time equivalent teachers (certificated).	0.0
3. Number of full-time equivalent personnel (classified).	0.0
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	13,495
6. Number of school sites providing arts education.	18

Date of Approval by Governing Board/Body 6/25/2024 12:00:00 AM

Annual Report Data URL
<https://www.tracy.k12.ca.us/>

Submission Date 6/20/2024 10:49:02 AM

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Louis A. Bohn Elementary School

Allocation: \$58,309.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	23,323.60
2xxx	Classified Salaries	23,323.60
3xxx	Benefits	
4xxx	Materials & Supplies	6,661.80
5xxx	Services & Other Operating Expenses	5,000
Total:		\$58,309.00

		Requirements
Salary budget:	46647.20%	80% Minimum
Non-salary budget:	11661.80%	20% or less
Total Budgeted:	58309.00%	100%

Plans for Spending

\$23,323.60 to contribute toward TUSD elementary music teacher.

\$23,323.60 to contribute to a para to support the music teacher serving Central, Bohn and Villa.

\$6,661.80 to support the Bohn music program with music and supplies.

\$5,000.00 to contract with Artist in Residence

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Central Elementary School

Allocation: \$69,776.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	27487.47
2xxx	Classified Salaries	28,333.33
3xxx	Benefits	
4xxx	Materials & Supplies	4035.00
5xxx	Services & Other Operating Expenses	9920.00

		Requirements
Salary budget:	55,820.80%	80% Minimum
Non-salary budget:	13,955.20%	20% or less
Total Budgeted:	69,776.00%	100%

Plans for Spending

Non-salary budget - will go towards Artist in Residence. Quote for 20 classes - 8-week period - \$9,920.00 at Central School. \$28,333.33 to contribute to para to support the music teacher serving Central, Bohn, and Villa. \$4,035.00 to support the Central music teacher with music and supplies. \$27,487.47 to contribute toward TUSD elementary music teacher.

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Duncan-Russell Community Day School
Allocation: \$4,709.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	\$3,767.20
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	\$941.80
5xxx	Services & Other Operating Expenses	
Total:		\$4,709.00

		Requirements
Salary budget:	80%	80% Minimum
Non-salary budget:	20%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

1. Duncan Russell's salary allocation is dedicated towards TUSD VAPA vision and plan to supplement the VAPA programs (\$3,767.20).
2. Duncan Russell's non-salary budget is for materials, supplies and contracted VAPA specialists (\$941.80).

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Art Freiler School

Allocation: 117,644.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	40,000.00
2xxx	Classified Salaries	54,115.20
3xxx	Benefits	
4xxx	Materials & Supplies	22,352.36
5xxx	Services & Other Operating Expenses	1,176.44

		Requirements
Salary budget:	94,115.20%	80% Minimum
Non-salary budget:	23,528.80%	20% or less
Total Budgeted:	117,644.00%	100%

Plans for Spending

1. Two music sections at Art Freiler School (\$40,000).
2. One 7 hour per day paraprofessional to support music classes (\$54,115.20).
3. Visual and performing arts supplies, materials, and student experiences (\$22,352.36).
4. All remaining funds directed towards Tracy Unified VAPA vision and plan to support VAPA programs.

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Wanda Hirsch Elementary School
Allocation: 77,094.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	63,605
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	13488.8
5xxx	Services & Other Operating Expenses	

		Requirements
Salary budget:	61,675.20%	80% Minimum
Non-salary budget:	15,418.80%	20% or less
Total Budgeted:	77,094.00%	100%

Plans for Spending

Roving Art Teacher -HES and MES will share the cost. Teacher will rove HES/MES/JES -push in instruction.

Remaining Materials Budget for Music and Art Materials

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Melville S. Jacobson Elementary School	
Allocation:	96,339.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	
2xxx	Classified Salaries	85,000
3xxx	Benefits	
4xxx	Materials & Supplies	11,339
5xxx	Services & Other Operating Expenses	
Total:		\$96,339

		Requirements
Salary budget:	77,071.20%	80% Minimum
Non-salary budget:	19,267.80%	20% or less
Total Budgeted:	96,339.00%	100%

Plans for Spending

\$85,000 for 1 elementary classroom music para educator (roving with Mrs. Dubie at three school sites--JES, HES, MES)

\$7500 to SJCOE Artist in Residence Program

\$3839 contribution to materials/supplies for the TUSD K-5 Music Program

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: George Kelly Elementary School
Allocation: 133,681.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	
5xxx	Services & Other Operating Expenses	

		Requirements
Salary budget:	106,944.80%	80% Minimum
Non-salary budget:	26,736.20%	20% or less
Total Budgeted:	133,681.00%	100%

Plans for Spending

1. George Kelly allocation will go towards a shared Visual Arts Para (TK - 5) (Salary Budget) - \$86,000
2. Supplies, resources and materials focus on supporting art, theater or the purchase of new instruments. (Non- Salary budget)-

1. George Kelly allocation towards TUSD VAPA vision & plan to supplement the VAPA programs, specifically theater productions

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site:	John C. Kimball High School
Allocation:	221,726.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	
5xxx	Services & Other Operating Expenses	

		Requirements
Salary budget:	177,380.80%	80% Minimum
Non-salary budget:	44,345.20%	20% or less
Total Budgeted:	221,726.00%	100%

Plans for Spending

1. Geri Neylan consulting with KHS Theater Department
2. Marching Band consultant
3. 0.2 FTE for Jazz Band Course in 2024-25
4. Music Director consultant for plays and musicals
5. Purchase technology and equipment for the Digital Media Classes
6. Shift Funding to the K-8/K-5/6-8 sites to support feeder Visual and Performing Arts Programs and Staffing

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: McKinley Elementary School
Allocation: 74,243.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	61,395
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	12,848
5xxx	Services & Other Operating Expenses	
Total:		\$74,243

		Requirements
Salary budget:	59,394.40%	80% Minimum
Non-salary budget:	14,848.60%	20% or less
Total Budgeted:	74,243.00%	100%

Plans for Spending

Certificated salary would cover part of the cost of a full-time art teacher. Hirsch Elementary would cover the rest of the cost. This art teacher would rove between McKinley, Hirsch, and Jacobson. The remaining budgeted money would go towards the cost of materials and supplies for the Art teacher.

Prop 28 Arts and Music 2023-24 Budget

[Prop 28 FAQ](#)

School Site: Monte Vista Middle School

Allocation: 124,314.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	\$31,467.53
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	\$24,862
5xxx	Services & Other Operating Expenses	
Total:		\$56,329.53

		Requirements
Salary budget:	99,451.20%	80% Minimum
Non-salary budget:	24,862.80%	20% or less
Total Budgeted:	124,314.00%	100%

Plans for Spending

1. Modern Music Application Class - Randy McMillan 120

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site:	North School
Allocation:	136,519.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	109,215.20
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	22,303.80
5xxx	Services & Other Operating Expenses	5,000.00
Total:		\$136,519.00

		Requirements
Salary budget:	109,215.20%	80% Minimum
Non-salary budget:	27,303.80%	20% or less
Total Budgeted:	136,519.00%	100%

Plans for Spending

Salary Budget: Artists in Residence \$7,000.00; 120 salary for North's music teacher \$20,000.00; North's allocation towards TUSD Vapa vision and plan to supplement the VAPA programs, specifically K-8 programs

Non-Salary Budget: \$22,303.80 will be used for supplies and materials for music and art at North School.

Professional Development for art and music department \$5000.00

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Gladys Poet-Christian School
Allocation: 75,790.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	\$60,632 - Hire a full-time music teacher for Poet Christian
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	\$15,158 - Provide instruments, storage, music, and supplies for music teacher
5xxx	Services & Other Operating Expenses	
Total:		\$75790

		Requirements
Salary budget:	60,632.00%	80% Minimum
Non-salary budget:	15,158.00%	20% or less
Total Budgeted:	75,790.00%	100%

Plans for Spending

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: South/West Park Elementary
Allocation: 133,574.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	\$63,574.20
2xxx	Classified Salaries	\$43,285.00
3xxx	Benefits	
4xxx	Materials & Supplies	\$13,046.80
5xxx	Services & Other Operating Expenses	\$13,668.00
Total:		\$133,574.00

		Requirements
Salary budget:	106,859.20%	80% Minimum
Non-salary budget:	26,714.80%	20% or less
Total Budgeted:	133,574.00%	100%

Plans for Spending

*Classified Salary- \$43,285.00 to pay for a six hour paraprofessional to support our music teacher

*Certificated Salary-\$8,400.00 to pay music teacher 5 hours per week, to teach band after school. Three hours of teaching and two hours of prep time per week.

*Certificated Salary- SWP will contribute \$55174.20 towards the hiring of a band teacher to support the Districts Band programs.

*From the 20% non-salary budget, \$13,046.80 will be used for materials and supplies. SWP will contract with San Joaquin County Office of Education Artist in Residence to provide 6 sessions for 34 teachers during the 2024-2025 school year at a cost of \$13,668.00.

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: George and Evelyn Stein High School	
Allocation:	\$21,199.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	\$16,959.20
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	\$4,239.80
5xxx	Services & Other Operating Expenses	
Total:		\$21,199.00

		Requirements
Salary budget:	80%	80% Minimum
Non-salary budget:	20%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

1. Stein's salary allocation is dedicated towards TUSD VAPA vision and plan to supplement the VAPA programs (\$16,959.20).
2. Stein's non-salary budget is for materials, supplies and contracted VAPA specialists (\$4239.80).

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Tracy High School	
Allocation:	252,613.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	180090.40
2xxx	Classified Salaries	22000
3xxx	Benefits	0
4xxx	Materials & Supplies	50522.60
5xxx	Services & Other Operating Expenses	0
Total:		\$252613

		Requirements
Salary budget:	202,090.40%	80% Minimum
Non-salary budget:	50,522.60%	20% or less
Total Budgeted:	252,613.00%	100%

Plans for Spending

- 2.1 Geri Neylan consulting with THS Drama/Theater program \$4500 (Classified)
- 2.2 Marching Band Coach to assist Marching Band as needed. \$10000 (Classified)
- 2.3 Funding to support an accompanist for choir/theater \$10000 (Classified)
- 1.1 Shift funding to elementary schools for staffing needs. (Music, Art, Theater) \$ 125000
- 4.1 Instructional Materials to support Fine Arts, Drama/Theater, Music, and Journalism classes (Materials & Supplies) \$50522.60
- 1.2 Funding to support personnel recruiter for out-of-state job fairs/universities. \$15000
- 1.2 Unforeseen support for personnel support. (Certificated/Classified) \$ 37590.40

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Louis J. Villalovoz Elementary School	
Allocation:	68,300.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	29,934.67
2xxx	Classified Salaries	28,333.33
3xxx	Benefits	
4xxx	Materials & Supplies	2,394
5xxx	Services & Other Operating Expenses	7,638
Total:		\$68,300

		Requirements
Salary budget:	85.4%	80% Minimum
Non-salary budget:	14.6%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

- * Certificated Salaries - \$29,934.67 toward TUSD elementary music teacher salary.
- * Classified Salaries - \$28,333.33 to contribute to a para to support the music teacher serving Central, Bohn and Villa.
- * \$2,394 will be used for Materials and Supplies
- * From the 20% non-salary budget, Villalovoz will contract with San Joaquin County Office of Education Artist in Residence to provide 6 sessions for 19 teachers during the 2024-2025 school year at the cost of \$7,638.

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site:	Merrill F. West High School
Allocation:	321,315.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	232,063.00
2xxx	Classified Salaries	25,000.00
3xxx	Benefits	0
4xxx	Materials & Supplies	64,263.00
5xxx	Services & Other Operating Expenses	0
Total:		\$321,315.00

		Requirements
Salary budget:	257,052.00%	80% Minimum
Non-salary budget:	64,263.00%	20% or less
Total Budgeted:	321,315.00%	100%

Plans for Spending

- 1.1 VAPA Coordinator \$30,000
- 1.2 TBD \$TBD
- 1.3 Contribution to district VAPA vision \$TBD
- 2.1 VAPA Clerk Typist \$25,000
- 3.1 TBD
- 4.1 Materials, supplies, PD, VAPA Activities \$64,263

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site: Earle E. Williams Middle School
Allocation: 123,490.00

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	98,792
2xxx	Classified Salaries	
3xxx	Benefits	
4xxx	Materials & Supplies	24,698
5xxx	Services & Other Operating Expenses	
Total:		\$123,490

		Requirements
Salary budget:	98,792.00%	80% Minimum
Non-salary budget:	24,698.00%	20% or less
Total Budgeted:	123,490.00%	100%

Plans for Spending

1. One advanced art section at Williams Middle School (\$20,000)
2. The remaining 80% funds allocated for Williams Middle School is to be directed towards the TUSD VAPA vision and plan to supplement VAPA programs. (\$78,792)
3. Art department supplies (\$10,000)
4. Music department supplies (\$10,000)
5. Professional Development for art and music department (\$4,698)



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: June 18, 2024
SUBJECT: Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School

BACKGROUND: In November of 2022, Proposition 28: The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act was successfully passed by California voters. This measure mandates the establishment of ongoing support for arts instruction in schools starting from the academic year 2023-2024. Specifically, one percent of the K-12 portion of the Proposition 98 funding guarantee from the previous fiscal year, excluding funding allocated for the Arts and Music in Schools (AMS) program, will be earmarked for this initiative. The California Department of Education (CDE) will determine the allocation of grants to individual school sites on an annual basis. Subsequently, each school will provide input as to which arts education programs they wish to offer. In this decision-making process, school leaders will collaborate with teachers, families, and students, ensuring that the choices made best serve the unique needs of their local school community.

Each year, an annual report of the Schools' Prop 28 Plans must be presented to the LEA/District's Governing Board, and Governing Board approval is required. Following Board approval, the plans are to be posted on the District's, Schools', and the CDE Websites.

RATIONALE: The legislation allocates 1 percent of the kindergarten through grade twelve (K-12) portion of the Proposition 98 funding guarantee provided in the prior fiscal year, excluding funding appropriated for the AMS education program. Local educational agencies (LEAs) with 500 or more students are required to ensure that at least 80 percent of AMS funds to be expended are used to employ certificated or classified employees to provide arts education program instruction. The remaining 20% will fund training supplies, curriculum, professional learning, materials, and arts educational partnership programs. As Tracy Charter School has less than 500 students, they are waived from this requirement.

Tracy Charter School will receive approximately \$49,974 per year in Prop 28 funding to expand arts education access for all students. This allocation will provide Tracy Charter School students across all grade levels with access to the arts to help foster students' creativity and self-expression and boost critical thinking skills.

The funds from Proposition 28 can be utilized for a wide range of arts education purposes. These include, but are not limited to, providing instruction and training, acquiring necessary supplies and materials, and establishing partnerships with arts organizations for enhanced educational programs. The supported art forms include dance, media arts, music, theater, and visual arts, which may involve folk art, painting, sculpture, photography, craft arts, creative expression (such as graphic arts and design), computer coding, animation, music composition, ensembles, script writing, costume design, film, and video. Prop 28 funding is intended to expand arts education at all school sites. The plan is attached which includes a description of how Tracy Charter School will use their Prop 28 yearly allocations.

FUNDING: All Proposition 28 services will be funded by the Prop 28 yearly allocations

RECOMMENDATION: Approve the Proposition 28 (The Arts and Music in Schools (AMS) Funding Guarantee and Accountability Act) Plans for Tracy Charter School.

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

Proposition 28: Arts and Music in Schools Funding

Annual Report

Fiscal Year 2023-24

Name: Tracy Independent Study Charter
CDS Code: 3975499-0139949
Charter School Number: 2090
Allocation Year: 2023-24

1. Narrative description of the Prop 28 arts education program(s) funded. (2500 character limit).

Funds were not spent during the 2023-2024 school year. Funds have been allocated to be spent beginning in the 2024-2025 school year.

2. Number of full-time equivalent teachers (certificated).	0.0
3. Number of full-time equivalent personnel (classified).	0.0
4. Number of full-time equivalent teaching aides.	0.0
5. Number of students served.	317
6. Number of school sites providing arts education.	1

Date of Approval by Governing Board/Body 6/25/2024 12:00:00 AM

Annual Report Data URL
<https://tracycharter.tracy.k12.ca.us/>

Submission Date 6/20/2024 10:45:07 AM

Prop 28 Arts and Music 2023-24 Budget

Prop 28 FAQ

School Site:	Tracy Independent Study Charter School (TISCS)
Allocation:	47,974

80% of the funding goes to staff for arts and music instruction. Staff is defined as employed by the district.

20% may be used for training, supplies, materials, and arts educational partnership programs.

Object	Description	Budget
1xxx	Certificated Salaries	0
2xxx	Classified Salaries	0
3xxx	Benefits	0
4xxx	Materials & Supplies	35,000
5xxx	Services & Other Operating Expenses	12,974
Total:		\$47,974

		Requirements
Salary budget:	0%	80% Minimum
Non-salary budget:	100%	20% or less
Total Budgeted:	100%	100%

Plans for Spending

For the 2023-24 school year, Tracy Charter did not spend any of the allotted Prop 28 funds.

Moving forward, Tracy Charter School aims to enhance the music and visual arts education for our students. Tracy Charter School is an independent study online charter school, and is dedicated to enriching our students' educational experience through comprehensive visual arts and music programs. This plan ensures that our students, regardless of their remote learning status, receive a comprehensive and enriching arts education, fostering creativity and a love for the arts. Tracy Charter School has a population of less than 500 students and is not subject to the requirement to use at least 80 percent of Arts and Music in Schools (AMS) expenditures to employ certificated or classified employees to provide arts education program instruction. However, a portion of Services and Other Operating Expenses will be used for contracted services and training for certificated staff.

1. We will provide each student with the necessary materials to participate in visual art lessons from home.
2. Teachers will be leading the lesson(s) through the use of video and online resources during their class meetings. (e.g. Atelier.com)
3. Offer virtual classes with qualified music and/or art teachers. (e.g. Outschool.com)



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2024
SUBJECT: **Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2024-2025 School Year**

BACKGROUND: For the 2021-2022, 2022-2023, and 2023-2024 school years, the Tracy Unified School District Board of Trustees approved a temporary increase to certificated substitute rates of pay. As the state of California is still experiencing a teacher shortage due to a variety of social and economic factors, a recommendation to again increase certificated substitute rates of pay for 2024-2025 is being proposed to address this shortage.

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

FUNDING: General Fund.

RECOMMENDATION: Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2024-2025 School Year.

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

Proposed Increase to Certificated Substitute Rates

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2024
SUBJECT: Approve Revised Job Description for STEM/ELO-P Recruiting Coordinator

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The revisions to this job description are necessary to better serve the needs of the District.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve Revised Job Description for STEM-ELO-P Recruiting Coordinator.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: STEM/ELO-P Recruiting Coordinator

DEPARTMENT/DIVISION: Educational Services/STEM & Local Assessment

POSITION SUMMARY: Under the general supervision of the Associate Superintendent for Educational Services ~~and/or his or her designee~~ and the STEM & Local Assessment Director, the STEM/ELO-P Recruiting Coordinator is the primary individual responsible for attracting high-potential STEM/ELO-P staff and programming needs, ~~as well as elementary school teachers with a passion for STEM,~~ to Tracy Unified School District (TUSD).

ESSENTIAL FUNCTIONS:

1. Drive quality teaching candidates to the top of the recruiting funnel by building personal relationships with potential teacher candidates and referral sources, especially those at extended learning programs and universities in California.
2. Create awareness and generate excitement about TUSD as a great place to work and “The Best Place for STEM Teaching and ELO-P” via social media, streaming video, podcasts, and mail/email.
3. Serve as the face of TUSD at recruiting and placement fairs, district, and community events, and in media as it relates to teacher recruitment and ELO-P.
4. Develop, propose, and execute a proactive, sustainable strategy for recruiting STEM teaching and leadership talent that can serve as a model for TUSD’s overall talent recruiting strategy, beyond STEM.
5. ~~Coach Principals and department chairs on best practices related to attracting, evaluating, and hiring high potential STEM teaching talent.~~
6. Gather and analyze data for purposes of needs analysis and recommendation development for STEM/ELO-P.
7. ~~Work closely and collaboratively with colleagues in STEM/ELO-P, Human Resources, and Educational Services, and at school sites to:~~
8. Anticipate STEM/ELO-P needs and prioritize activities appropriately.
9. Coordinate and maximize other HR recruiting activities, **including but not limited to** campus visits, recruiting fairs, community events, social media, etc.
10. Assist in the screening of ~~Facilitate the application, evaluation, and selection process for~~ STEM/ELO-P teaching applicants, ~~Principals, and the HR team.~~
11. Coordinate community and district support to foster the success and ensure the retention of STEM/ELO-P teachers and other staff hired within the previous 3 years.
12. Collaborate with teachers and site administrators, community members, and district STEM/ELO-P teams to maximize recruiting effectiveness.
13. Communicate proactively and openly with all engagement partners regarding the recruitment of STEM talent and ELO-P programming.
14. Demonstrate an understanding of CA standards and frameworks for PreK-12 in science, computer science, math, engineering, and other STEM-related content areas within ELO-P programs.
15. Demonstrate an understanding of TUSD scope and sequence for STEM-related content areas.
16. Serve on district-level committees to represent and report on STEM/ELO-P-related recruitment, programming, and other staff development programs as appropriate.
17. Maintain professional competence through ongoing professional development and training in areas related to the position and its responsibilities.
18. Maintain regular and prompt attendance in the workplace, including while performing work in the field.
19. Perform other related duties as assigned.

EDUCATION AND EXPERIENCE:

Ability to carry out oral and written directions, read, write, and speak at a level sufficient to fulfill the duties to be performed. Bachelor's Degree required. Bilingual (Spanish) required. Valid California Driver's License.

SKILLS AND QUALIFICATIONS:

1. Fluent in both English and Spanish. (Interviews will be conducted in both languages.)
2. Valid driver's license and reliable transportation.
3. Enjoys working in the field, out of the office, at least 40%, along with early departures and late returns for recruiting activity.
4. Understand various social media platforms, their differences in purpose and approach, and how to use each effectively including but not limited to (Instagram, Facebook, TikTok, Twitter, LinkedIn, etc.).
5. ~~Balance of High Energy and Self-Discipline. Delivers consistent results with limited supervision.~~
6. ~~Comfortable initiating conversation in new or unfamiliar surroundings.~~
7. Outstanding communication skills, including oral and written communication, through a variety of methods and with diverse populations.
 - ~~Effective presenter.~~
 - ~~Adapts style and approach easily to match the target audience.~~
 - ~~Gathers and engagingly tells relevant stories.~~
 - ~~Initiates, builds, and maintains relationships within TUSD and expanded learning programs.~~
8. ~~Parallel processor who can adjust priorities while still meeting deadlines.~~
9. ~~Humble. Eager to learn.~~
10. Creative problem solver who can also function as a collaborative team member.
11. **Ability to gather, analyze, and use** ~~Enjoys gathering, analyzing, and using~~ data to make decisions.
12. Able to communicate through systems and technology.
13. Ability to develop and maintain cooperative working relationships with those contacted in the course of work.
14. ~~Strong preference for someone who will live and actively engage in the Tracy community.~~

PHYSICAL REQUIREMENTS:

Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop, and/or climb for extended periods of time.
4. Drive an automobile.
5. Enter data/information in a computer terminal and operate standard office equipment for extended periods of time.
6. See and read a computer screen and printed matter with or without vision aids.
7. Speak so that others may understand at normal levels and on the telephone.
8. Hear and understand at normal levels and on the telephone with or without hearing aids.
9. Lift and carry up to 50 pounds at shoulder height for short distances.
10. Reach overhead, grasp, and push/pull up to 50 pounds for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors in a standard office environment and come in direct contact with staff, students, and the public. In addition, the STEM/ELO-P Recruiting Coordinator must perform duties and responsibilities that occur outside the District Office and/or other TUSD sites for related activities and events, including car travel, off-site meetings, and/or training, and occasional overnight stays.

SALARY: LME Range 24

DAYS OF SERVICE: 225

BOARD APPROVED: 09/13/2022



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2024
SUBJECT: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2024-2025 School Year

BACKGROUND: The current three-year Master Agreement between the Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD) calls for reopener agreement contract negotiations for the 2024-2025 contract year. TEA is requesting to meet and negotiate with the District as shared in TEA's sunshine proposal.

RATIONALE: TEA's sunshine proposal was presented at the May 14, 2024 board meeting (see attached). TUSD's sunshine proposal was initially presented at the May 28, 2024, board meeting (see attached).

The District is also willing to open other articles by mutual agreement if, in the course of negotiations for the 2024-2025 school year, changes in one of the currently open articles necessitates changes in other articles not currently open.

FUNDING: N/A.

RECOMMENDATION: Adopt the District's Initial Bargaining Proposal for the Tracy Educators Association (TEA) for the 2024-2025 School Year.

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



TRACY
UNIFIED SCHOOL DISTRICT

TO: Chris Munger, TEA President
Anthony Irizarry, TEA President Elect

FROM: Tammy Jalique, Associate Superintendent of Human Resources *TJ*

DATE: May 17, 2024

SUBJECT: TUSD Sunshine Proposal for 2024-2025 negotiations.

*"The future belongs
to the educated"*

In accordance with Article XL, Duration of and Procedure for Modifying This Agreement, of the Master Agreement between Tracy Unified School District (District) and the Tracy Educators' Association (TEA), the District hereby notifies TEA of its reopeners for 2024-2025 negotiations.

Dr. Robert Pecot
Superintendent
(209) 830-3201
(209) 830-3204 Fax

Article VI: Hours
Article VII: Duties

These are in addition to the automatic reopeners of:

Tania Salinas
Associate Superintendent
of Business Services
(209) 830-3230
(209) 830-3269 Fax

Article XIII: Salaries (Compensation)
Article XIV: Fringe Benefits

Thank you.

Julianna Stocking
Associate Superintendent
of Educational Services
(209) 830-3202
(209) 830-3209 Fax

Tammy Jalique
Associate Superintendent
of Human Resources
(209) 830-3260
(209) 830-3264 Fax

1875 W. Lowell Ave.
Tracy, CA 95376

www.tracy.k12.ca.us
[Facebook.com/TracyUnifiedSD](https://www.facebook.com/TracyUnifiedSD)

To: Tammy Jalique

From: Miyoko Masuda

Date: 6/12/2024

Re: Notification of Intent to Bargain

In accordance with Article XX of the current Master Agreement between the Tracy Unified School District (TUSD) and the Tracy Educator's Association (TEA), TEA hereby notifies TUSD of its intent to open and bargain the following articles:

Automatic reopener:

Article XIII Salaries (Compensation)

Article XIV Fringe Benefits

TEA openers:

Article VI Hours

Article VII Duties



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 30, 2024
SUBJECT: Acknowledge Revised Administrative Regulation 4112.3, 4212.3, and 4312.3
Oath or Affirmation and Exhibit 4112.3, 4212.3, 4312.3 (Second Reading)

BACKGROUND: The District continues the process of reviewing, revising, adding and abolishing board policies and regulations as current laws and requirements change. In alignment with CSBA updates to Oath or Affirmation regulations, we have created an all-personnel Administrative Regulation (4112.3, 4212.3, 4312.3) and Oath (Exhibit 4112.3, 4212.3, 4312.3). Given that all regulations are verbatim for all employee groups, we propose a single Administrative Regulation and Oath to provide the necessary guidance and the necessary procedural steps to be taken by all employee groups. CSBA does not have a Board Policy for Oath or Affirmations. The new Administrative Regulation (4112.4, 4212.4, 4312.4) covers all CSBA changes.

RECOMMENDATION: Acknowledge Revised Administrative Regulation 4112.3, 4212.3, and 4312.3 Oath or Affirmation and Exhibit 4112.3, 4212.3, 4312.3 (Second Reading).

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

OATH OR AFFIRMATION (continued)

All district employees are declared by law to be disaster service workers and thus shall take the oath or affirmation required for disaster service workers before beginning employment with the district. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, all district employees are subject to disaster service activities as assigned to them by their supervisors or by law. (Government Code 3100-3102)

Legally employed noncitizens shall be exempt from taking this oath. (Government Code 3101)

At the advice of legal counsel, the Superintendent or designee may exempt an employee from taking the oath if he/she raises a valid religious objection.

The Superintendent, deputy or assistant superintendent, principal or other person authorized in Education Code 60 shall administer the oath or affirmation when a district employee is hired.

In the case of intermittent, temporary, emergency or successive employments, the Superintendent or designee may determine that the oath shall be effective for all successive periods of employment which begin within one calendar year from the date that the oath was subscribed. (Government Code 3102)

The Superintendent or designee shall file the executed oath or affirmation within 30 days of the date on which it is taken and subscribed. An employee's oath or affirmation may be destroyed five years after the termination of employment. (Government Code 3105)

Reimbursement of Expenses for Disaster Service Workers

Whenever an employee seeks compensation or reimbursement of expenses as a disaster service worker, the Superintendent or designee shall ascertain and certify that the employee has taken the oath or affirmation. (Government Code 3107)

A. Purpose

~~To provide guidance and direction for the Superintendent or designee to administer the Oath or Affirmation.~~

B. General

OATH OR AFFIRMATION (continued)

~~All public employees are disaster service workers. Before taking up their duties, employees must take the oath or affirmation required by law. (Government Code 3100-3109)~~

~~C. Forms Used and Additional References~~

~~Oath or Affirmation form~~

~~D. Procedure~~

~~The Superintendent or designee shall administer this oath when all District employees are hired.~~

~~In the event of natural, manmade or war caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, all district employees are subject to disaster service activities as assigned to them by their superiors. (Government Code 3100)~~

~~E. Reports Required~~

~~None~~

~~F. Record Retention~~

~~Oath or Affirmation~~

~~G. Responsible Administrative Unit~~

~~Human Resources~~

~~H. Approved By~~

~~Associate Superintendent of Human Resources~~

Legal Reference:

EDUCATION CODE

60

44334

44354

Persons authorized to administer and certify oaths

Oath or affirmation

Administration of oath

GOVERNMENT CODE

OATH OR AFFIRMATION (continued)

3100-3109 Oath or affirmation of allegiance

LABOR CODE

3211.9-3211.93a

**Disaster service, definitions for worker's
compensation**

Constitution of the State of California
Article 20, Section 3 Oath of office

Vogel v. County of Los Angeles (1967) 68 Cal. 2d 18, 22
Chilton v. Contra Costa Community College District 55
Cal. App. 3d 554

OATH OR AFFIRMATION

I _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.

I understand that as a public employee I am a disaster service worker pursuant to Government Code 3100 and 3102 and that I am required to take this oath before entering the duties of my employment. In the event of natural, manmade or war-caused emergencies which result in conditions of disaster or extreme peril to life, property and resources, I am subject to disaster services activities assigned to me by my supervisor.

Signature

Subscribed and sworn to before me, this
_____ day of _____ A.D. 20 _____

Certified by: _____
Signature of witness



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: June 10, 2024
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 employ the following teacher under a Provisional Internship Permit. The individual will be provided with orientation, guidance, and assistance during the valid period of the permit. They will also be provided assistance to seek and enrolling in subject matter training, if necessary, in an effort to pass the subject matter competency exam. Once the exam is passed, they will be eligible to enroll in an Internship program.

Michael Barber; Tracy Young Adult Program; Adults-Special Education; Change of Authorization and Restriction

Kalyan Christensen; Hirsch Elementary; Multiple Subjects; Change of Restriction

Mahnoor Gul; South/West Park Elementary; Multiple Subjects

Sergio Soto Vazquez; Central Elementary; Special Education

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: June 11, 2024
RE: **Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers**

BACKGROUND: For the 2024-2025 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 2024-2025 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 with orientation, guidance and assistance during the valid period of the waiver.

Diana Anguiano Hernandez; North/South-West Park School; Special Education

Mahnoor Gul; South/West Park School; Multiple Subjects

David Lopez; Williams Middle School; Multiple Subject

Sergio Soto Vazquez; Central Elementary; Special Education

Gabriela Vazquez Vigil; South/West Park Elementary; BCLAD-Spanish

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

Board President

Date _____

ATTEST:

Board Vice President

Date _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 11, 2024
SUBJECT: Approve Revised Job Description for School Readiness Programs Administrator

BACKGROUND: The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The revisions to this job description are necessary to better serve the needs of the District.

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

FUNDING: No funding impact.

RECOMMENDATION: Approve Revised Job Description for School Readiness Programs Administrator.

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

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: ~~Coordinator of School Readiness Programs~~ **Administrator**

DEPARTMENT: Educational Services

POSITION SUMMARY:

Under the direction of the Director of ~~Alternative Programs~~ **Continuous Improvement, State and Federal Programs**, or his/her designee, the ~~Coordinator of School Readiness Programs~~ **Administrator** will manage the oversight of the District's School Readiness Program and other Early Childhood Education programs including preschool and **Transitional Kindergarten**. The ~~Coordinator of School Readiness Programs~~ **Administrator** facilitates, implements, and evaluates school readiness and preschool programs that reflect the shared vision of the District.

ESSENTIAL FUNCTIONS:

1. Builds relationships and maintains communication with outside agencies throughout the county.
2. Serves as a liaison with the following groups: parents of children 0-5 living within the District, the District's early care and education and TK-3 programs, site principals, other early care and education programs operating within District boundaries.
3. Represents the District in the area of School Readiness in cooperative relationships with community members, community agencies, TK-12 level District committees and councils, and personnel in other organizational units and offices.
4. Prepares and reviews program, budgets, and staffing plans to assure conformance with local, state, and federal guidelines for all related programs; maintains current knowledge of laws, legislations, and guidelines affecting early care and education.
5. Provides leadership to staff in determining objectives and identifying program needs as a basis for developing both short-term and long-term plans.
6. Hires, supervises, and evaluates program staff in accordance with the District's adopted uniform guidelines for evaluation and assessment; recommends appropriate action in cases of substandard performance; and identifies and encourages individual teachers with leadership potential.
7. Develops, coordinates, and conducts in-service trainings and staff development.
8. Develops, coordinates, and conducts staff meetings, including articulation meetings, between pre-kindergarten staff, Transitional Kindergarten staff, and the District's primary teachers.
9. Develops, implements, and coordinates the District's transition programs, including Kindergarten Bridge Program and Countdown to Kindergarten, for children, parents/families, and early care and education providers.
10. Identifies and provides support to early care and education providers, parents, and children 0 - 5 to ensure that children enter school with the skills and resources necessary to access the education program.
11. Supports state-adopted pre-kindergarten guidelines and/or standards.
12. Attends workshops, conferences, and meetings related to school readiness topics including District or other management team meetings as appropriate.
13. Plans, coordinates, and facilitates an advisory committee that plans for continuous evaluation, modification and improvement of the school readiness services provided by the District.
14. Completes required reports and maintains records as required.
15. Seeks out additional grant funding sources to ensure sustainability of the program.
16. Maintains regular and prompt attendance in the workplace.
17. Performs other related duties as assigned.

EDUCATION AND EXPERIENCE:

A valid California Administrative Services credential and Child Development Program Director Permit are required; Master's Degree is preferred. Three years' experience as a Preschool teacher, knowledge of preschool curriculum and preschool foundations is required. A valid California Driver's License is required, and bilingual in Spanish is preferred.

SKILLS AND QUALIFICATIONS:

1. Knowledge of CDE State Pre-Kindergarten learning and Development Guidelines, early childhood education theory, developmentally appropriate practices, and literacy developments.
2. Strong working knowledge of the California TK-12 educational system.
3. Ability to collaborate with special needs families.
4. Knowledge of school and grant funding.
5. Knowledge of bilingual educational methods and the particular needs of English language learners.
6. Ability to maintain cooperative relationships with those contacted in the course of work.
7. Ability to plan and carry out events involving parents and preschool children.
8. Ability to access community resources.
9. Ability to use principles of supervision, training, and program administration.
10. Ability to communicate effectively, both orally and in writing.
11. Knowledge and ability to provide effective program assessments and evaluations.
12. Ability to relate well to students, staff, parents and others; ability to communicate clearly and succinctly and to interact with diverse cultures.
13. Ability to plan, organize, develop, schedule, and coordinate the activities of a broad range of programs and special services related to school readiness.
14. Ability to analyze program activities and implement procedures that will improve school readiness services.
15. Ability to ensure that programs and activities are carried out in compliance with state and federal requirements.
16. Ability to prepare comprehensive reports and maintain records.
17. Ability to make effective public presentations of program information.

PHYSICAL REQUIREMENTS:

Employees in this position must be/have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Enter data/information into a computer terminal and operate standard office equipment for extended periods of time.
4. See and read a computer screen and printed matter with or without vision aids.
5. Speak so that others may understand at normal levels and on the telephone.
6. Hear and understand at normal levels and on the telephone with or without hearing aids.
7. Bend, squat, stoop and/or climb for extended periods of time.
8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 45 pounds at waist height for short distances.

WORK ENVIRONMENT:

Employees in this position will be required to work indoors and outdoors in a standard office and/or classroom or other preschool environments, and come in direct contact with District staff, both public and private pre-school staff, students, parents, and other community members. In addition, the ~~Coordinator~~ of School Readiness Programs **Administrator** will attend and/or present late evening and/or weekend School Readiness events/meetings. The ~~Coordinator~~ of School Readiness Programs **Administrator** must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other preschool and **Transitional Kindergarten** related activities and events.

SALARY: Leadership/Management Salary Schedule ~~Range 30~~ **Range 49**

DAYS OF SERVICE: 215

Board Approved: 9.13.16