

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
MAY 24, 2022

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

TUSD board meetings are held in person. Masks are required.

To View the live stream of this meeting, please follow this link: [Board Meeting Live](#)

TIME: 6:30 PM Closed Session
7:00 PM Open Session

A G E N D A

- | | | |
|-----------|---|----------------|
| 1. | Call to Order | Pg. No. |
| 2. | Roll Call – Establish Quorum
Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry | |
| 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 Findings of Fact: 21/22#104, 21/22#105, 21/22#106, 21/22#107, 21/22#108, 21/22#109, 21/22#110, 21/22#111, 21/22#112, 21/22#114
3.2.2 Approve Settlement Agreement for Compensatory Education Services and Educational Supplies for Student and Attorney Fees
Action: Motion__; Second__, Vote: Yes__; No __; Absent __; Abstain __

3.3 Human Resources:
3.3.1 Consider Non-Paid Leave of Absence for Classified Employee #UCL-419, Pursuant to Article XXIII
Action: Motion__; Second__, Vote: Yes __; No __; Absent __; Abstain __
3.3.2 Consider Public Employee/Employment/Discipline/Dismissal/Release
Action: Motion__; Second__, Vote: Yes __; No __; Absent __; Abstain __
3.3.3 Conference with Labor Negotiator
Agency Negotiator: Tammy Jalique
Associate Superintendent of Human Resources
Employee Organization: CSEA, TEA | |

4. Adjourn to Open Session

5. Call to Order and Pledge of Allegiance

6. Closed Session Issues:

6a Action Taken on Findings of Fact: 21/22#104, 21/22#105, 21/22#106,
3.2.1 21/22#107, 21/22#108, 21/22#109, 21/22#110, 21/22#111, 21/22#112,
21/22#114

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

6b Report Out of Action Taken on Approve Settlement Agreement for
3.2.2 Compensatory Education Services and Educational Supplies for Student and
Attorney Fees

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

6c Report Out of Action Taken on Consider Non-Paid Leave of Absence for
3.3.1 Classified Employee #UCL-419. Pursuant to Article XXIII

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

7. Approve Regular Minutes of May 2022

1-5

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

**8. Student Representative Reports: West High FFA: Emilee Barnes and Jocelyn Silveira;
Tracy High FFA: Paige Cordano and Janet Romo.**

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

9.1 Tracy High School Presentation

**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:

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

10.2.2 Receive Report from Jakara Movement

10.2.3 Receive Report on Instructional Materials Adoptions

6-7

10.3 Human Resources:

10.3.1 Receive PAR Joint Committee Annual Report for 2021-2022

8-10

**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 five (5) minutes. If formal action is required, the board may request
that the item be placed on a future agenda and action will be taken at a future date. If
information or a report is requested, the request for it must also be submitted in writing to
the superintendent.**

12. PUBLIC HEARING: None.

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

Action: Motion __; Second __. **Vote:** Yes__; No__; Absent__; Abstain__.

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

13.1 Administrative & Business Services:

13.1.1	Approve Accounts Payable Warrants (March & April 2022) (Separate Cover Item)	11
13.1.2	Approve Entertainment, Assembly, Service, Business and Food Vendors	12
13.1.3	Approve Payroll Reports (March & April, 2022)	13-25
13.1.4	Approve Revolving Cash Fund Reports (March & April, 2022)	26-31
13.1.5	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda	32-33
13.1.6	Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District	34-35
13.1.7	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year	36-37

13.2 Educational Services:

13.2.1	Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2022-2023 School Year	38-45
13.2.2	Approve Agreement for Contract Services between Child Abuse Prevention Council and Tracy Unified School District for the 2022-2023 School Year	46-49
13.2.3	Approve Agreement for Special Contract Services with Accelerated Learning for Chemistry Science Teachers	50-55
13.2.4	Approve Agreement for Special Contract Services with Amplify for 6th- 8th Grade Science Teachers for the 2022- 2023 School Year	56-59
13.2.5	Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development For 8th Grade Math Teachers and Algebra 1 Teachers During the 2022-2023 School Year	60-70
13.2.6	Approve Agreement for Special Contract Services with Discovery for Physics and Enhanced Physics Science Teachers	71-75
13.2.7	Approve Agreement for Special Contract Services with UC Davis, the History Project, to Provide Ethnic Studies Training for all Teachers during the 2022-2023 School Year	76-81
13.2.8	Approve Agreement for Contract Services between Professional Development & Curriculum with Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 6-12	82-87
13.2.9	Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Grades PK-5 and Enhanced Chemistry Science Teachers	88-94

13.2.10	Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2022-2023 School Year	95-99
13.2.11	Approve Agreement for Contract Services between Lifesaver CPR and Tracy Unified School District to Provide Professional Development to Physical Education Teachers, Career Technical Education and Classified Staff for the 2022-2023 School Year	100-103
13.2.12	Approve Agreement for Special Contract Services with McGraw Hill for Biology and Enhanced Biology Science Teachers for the 2022-2023 School Year	104-107
13.2.13	Approve Agreement for Contract Services with PE Central to Provide Single Subject 9-12th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 School Year	108-113
13.2.14	Approve Agreement for Contract Services with PE Central to Provide Single Subject K – 8th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 School Year	114-120
13.2.15	Approve Agreement for Special Contract Services with Microsoft for Teachers during the 2022-2023 School Year	121-124
13.2.16	Approve Agreement for Special Contract Services with the County Office of Education for Professional Development at Buy-Back Day on August 3, 2022	125-130
13.2.17	Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During the 2022-2023 School Year	131-136
13.2.18	Approve Agreement for Contract Services between Faith In Action Community Education Services and Tracy Unified School District for the 2022-2023 and 2023- 2024 School Year	137-142
13.2.19	Approve Out of State Overnight Travel for the Director of STEM and the STEM Learning Accelerator Coordinator to Attend the International Society for Technology in Education Annual Conference in New Orleans, Louisiana on June 26 through June 29, 2022	143-144
13.2.20	Approve Overnight Travel for Tracy High School Leadership to Attend the CADA Leadership Summer Camp in Santa Barbara, CA on July 17-21, 2022	145
13.2.21	Approve Out of State Travel for the West High Journalism Advisor to attend the JEA Advisors Institute in New Orleans, LA July 11-14, 2022	146
13.2.22	Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2022	147-147a
13.3	Human Resources:	
13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	148-149
13.3.2	Approve Classified, Certificated, and/or Management Employment	150-153
13.3.3	Approve Speech-Language Pathology Variable Term Waiver	154-155
13.3.4	Approve a Variable Term Waiver for Administrative Services	156-157
13.3.5	Approve a Declaration for a Provisional Internship Permit	158-159

- 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** Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75 (Separate Cover Item) **160-162**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.2** Authorize the Director of Maintenance, Operations and Transportation to Purchase Two (2) Twenty-Four Passenger Buses to Accommodate Additional Special Education Students **163-170**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.3** Approve Naming Facility and Appoint Screening Committee **171**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.1.4** Approve 2022-2023 Designation of CIP Representatives to League **172-174**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

14.2 Educational Services:

- 14.2.1** Adopt New and Revised TITLE IX Board Policies and Administrative Regulations as attached (First Reading) (Separate Cover Item) **175**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.2** Approve School Site Single Plans for Student Achievement and Site Budgets for the 2022-2023 School Year (Separate Cover Item) **176**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.3** Approve TUSD Expanded Learning and Opportunities Grant Revised Plan (Separate Cover Item) **177-178**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.4** Approve the ASIR Visual Marketing MOU for the Tracy Unified School District CTE Department **179-185**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.5** Approve Adoption of Instructional Materials. **186-187**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.2.6** Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation **188-194**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

14.3 Human Resources:

- 14.3.1** Authorize the Declaration of Need for the 2022-2023 School Year **195-200**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.2** Approve Student Teaching Agreement with California State University, Stanislaus **201-205**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.
- 14.3.3** Approve Revised Job Description for Director of School Business Support Services and Purchasing **206-209**
Action: Motion___; Second___, **Vote:** Yes___; No___; Absent___; Abstain___.

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

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

17. Board Meeting Calendar:

- 17.1** June 14, 2022
- 17.2** June 28, 2022
- 17.3** August 9, 2022
- 17.4** August 23, 2022

18. Upcoming Events:

- | | | |
|-------------|----------------|---------------------|
| 18.1 | May 27, 2022 | Last Day of School |
| 18.2 | August 8, 2022 | First Day of School |

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 10, 2022**

- 6:30 PM:** 1-3. President Alexander called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, A. Alexander, A. Blanco, N. Erskine, S. Kaur, L. Souza
Absent: Z. Hoffert
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:06 PM** 5. President Alexander 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 Findings of Fact: 21/22#91, 21/22#92, 21/22#93,
3.2.1 21/22#94, 21/22#95, 21/22#96, 21/22#97, 21/22#98, 21/22#100,
21/22#101, 21/22#102, 21/22#103
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Hoffert)
6b Report Out of Action Taken on Approve the Non-Reelection of
3.3.1 Probationary Certificated Employee #UC 1306 Pursuant to Education
Code Section 44929.21(b)
Action: Pulled. **Vote:** None.
6c Report Out of Action Taken on Release Probationary Classified
3.3.2 Employee #UCL-418 Utility Person II
Action: **Vote:** Yes-6; No-0; Absent-1(Hoffert)
- Minutes:** 7. **Approve Regular Minutes of April 12, 2022.**
Action: Abercrombie, Erskine. **Vote:** Yes-4; No-0; Absent-(1) Hoffert;
Abstain-2(Souza, Kaur)
- Audience:** A. Lee, M. Stagnaro, E. Quintana, J. Kassel, R. Garcia, M. Strelka, S. Hawkins, S. Wichman, Z. Boswell, Tarek P., L. Durant, A. Esacalante, E. Chiles, D. F., D. Schneider, C. Munger, O, Orcutt
- Student Rep Reports:** 8. Tracy High: Olivia Orka is here tonight to give the report. The final events have come to an end. Teacher Appreciation Week was held in May. There were posters and notes with treats passed out to thank the teachers. On May 23rd students will have their award night for scholarships. This is last month for the seniors. Moving night was held in gym with Spiderman and snacks. Senior nights for sports included track, softball, baseball, and swim. Seniors are heading off to Disneyland this Friday for their grad night trip. Next week is senior week with donut day, college and career day, beach day and the end of year rally. Iliana could not make it tonight, but sent a gift bag for the board members which included a bench pad, water bottle, and cap.

West High: Lilly Banchero was unable to attend tonight, but Kaitlyn Durant gave the report. Students have had many weeks of hard work it was nice to have spring break. The first week back they held a spirit week celebrating “Packchella” with Music Monday, Twin Tuesday, Western Wednesday, Jersey Thursday and Coachella Friday. Seniors also celebrated the tradition of watching the sunset together. The tailgate included rock painting and volleyball games. Other celebrations included sports senior nights. Students are saying hello to incoming freshman athletes at last night’s sports night. There are many new students and know their future will be bright.

Kimball High: Sineet Tesfaldet, the incoming ASB Secretary, is reporting tonight. Last week they had a parent night for 9th and 10th graders. The discussed various topics and there was a student panel with Q and A session. Last night was orientation for sports night. This was a chance for incoming freshman to get an inside look at their sporting programs. College and career fair took place during lunches. They had reps from colleges come and talk to students about their futures. There were representatives from Tracy Fire, Tracy Police, EMTs, Army, Navy, Air Force Marines and Coast Guard. Spring sports week had dress up days, lunchtime activities and ended with a rally. Teacher Appreciation The week was fun, and teachers received awards and awards and were posted on social media. Students are looking forward to senior grad night, senior week and graduation. We will have a new Athletic Director for next year. Mr. Nathan Boyer will be taking over.

Recognition & Presentations:

9.1 Recognize Kalila Shrive for Winning State Wrestling Championship
Dr. Rob Pecot, Associate Superintendent of Business Services is honoring her as national champion. She had a record of 39 wins and 1 loss. He presented her with a certificate.

9.2 West High School Presentation

Principal, Annabelle Lee, and staff presented a power point. She introduced her assistant principals, Steven Wichman, Nico Sandoval and Bond Cashmere. She also introduced teacher, Ms. Escalante and students. Their focus is on building relationships and have students thrive. They offer a wide variety of special programs, such as AVID, FFA, SEA, JROTC and VPA. This year they have supportive campus for students from all diverse backgrounds. They brought back athletics and activities. Classes are engaged in advanced STEM, and the EL develop program offers support in various ways. As of today, they have redesignated 75 students to be fluent English speakers. This is a record for them. Tonight, she has two students here to talk about their achievements. Editor in Chief, freshman Ellie Chiles and the current voice of the Wolfpack, Dwayne Feliciano along with their teacher, Ms. Escalante. Dwayne talked about the West High Journalism program. The Zephyr which started off as a newspaper but are now making it a magazine. The goal is to produce this magazine twice a year. Ellie reported that the journalism program is continuing to grow. Students report on current events and trending news. The program continues to move forward. They also have a YouTube Channel.

Information & Discussion Items:

10.1 Administrative & Business Services: None.

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

Dr. Zachary Boswell presented a power point on the status of COVID. The numbers are slightly rising over the past few weeks. There are now 7.4 per 100,000 cases in San Joaquin County and 14.0 per 100,000 for the state. The California student vaccine requirement has been delayed until at least July 1, 2023. We have the same hours at TISCS and Kimball High Monday through Friday from 8:00 – 5:00 p.m.

10.2.2 Receive Report on the Tracy Unified School District Induction Program Director of Professional Learning, Ms. Erin Quintana, and Program Administrator, Jennifer Kassel, are here to present on the Induction Program. This program is a 2-year program and is accredited through the commission. This year they have 75 teachers enrolled. They have 1:1 mentors and attend quarterly meetings, workshops, have RICA and TPA support and have partnership with UMASS to offer the candidates units. A good mentor program shows that we can retain our teachers. At the end of the 2-year program they have an exit interview. She shared responses to the question of how has this program impacted decisions to stay. They go through an accreditation cycle and are now in year 5. They have already submitted the program review to the commission. The site visit will be in March of 2023. They are already working with them. She then showed pictures of the end of year Induction Celebration.

10.2.3 Receive Information on the Universal Pre-Kindergarten (UPK) Plan (Separate Cover Item)
Director of Continuous Improvement, State & Federal Programs, Tania Salinas, and School Readiness Program Rocio Garcia, presented a power point on Universal Prekindergarten. It includes TK preschool and other learning and care providers. By 2026 every child will have access to this learning experience. We currently have 120 in our preschool program and 96 in our Transitional Kinder. TK was first established in 2012. In 2021 AB 130 was signed and included the expansion of TK referred to as UTK which has a lower child to adult ratio. By 2025-26 all 4 year-olds will be eligible. Every year will expand by 2 sites until all sites will have this. This is a new grade level for our schools. She then reviewed a video of a student reading and speaking in English and Spanish.

Hearing of Delegations

11. Bella Githere, is a parent of a former TUSD student. Her daughter attended West High and now attends Stagg. They were part of the Tracy community for 10 years. The lived outside of Tracy's boundaries but always requested a inter district agreement. Her daughter is smart, funny and outspoken. She is here to share a traumatic and life changing experience. On Feb. 25, her daughter was in a disciplinary meeting for over an hour. She was labeled as a bully and harassing and there was no alternative discipline offered. A week later she was suspended for 5 days over another incident. She didn't understand what was happening. She feels that standing up against racist students got her in trouble. She filed an appeal for the suspension on March 8th. She was told to call district and informed they were revoking her transfer. She then requested caregiver papers but was told it would not be accepted. She appealed the suspension at the district level. She was told it was denied. She doesn't feel it was fully investigated.

Kennetha Stevens, is from the NAACP and is concerned about the treatment of black and brown students at TUSD. Supt Stevens made a decision to remove this student. She spoke of previous incidents that happened earlier in the year. She wants these investigated and have better communication with families of color.

Bobby Viens was not in attendance when his name was called.

- Public Hearing:** **12.1 Administrative & Business Services:** None.
- Consent Items:** **13. Board approval of any agenda item requiring insurance is conditioned upon acceptance of appropriate insurance accepted by Tracy Unified.**
 Action: Approve all and item 13.3.1 as amended. Abercrombie, Blanco.
 Vote: Yes-6; No-0; Absent-1(Hoffert)
- 13.1 Administrative & Business Services:**
- 13.1.1** Approve Out of State Travel for Food Service Director and Food Service Coordinator to Attend the Annual National Conference of the School Nutrition Association in Orlando, FL from July 9-13, 2022
- 13.1.2** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
- 13.1.3** Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District
- 13.2 Educational Services:**
- 13.2.1** Approve Overnight Travel for Kimball High School Senior Class to Attend Grad Night at Six Flags Magic Mountain in Valencia, CA on May 20-21, 2022
- 13.2.2** Approve Agreement for Contract Services for SJCOE STEM to provide FabLab Field Trips at South/West Park Elementary STEM Academy during Summer School 2022
- 13.2.3** Approve Overnight Travel for the West High FFA Officers and Advisors to Attend the Annual Officer Retreat at Camanche Lake Resort, Ione, CA on July 30th – August 2, 2022
- 13.2.4** Ratify Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School for the 2021-2022 School Year
- 13.3 Human Resources:**
- 13.3.1** Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2** Approve Classified, Certificated and/or Management Employment
- Action Items:** **14.1 Administrative & Business Services:**
- 14.1.1** Adopt Resolution No. 21-19 Authorizing Temporary Loans Between Funds for the 2022/23 School Year
- Action:** Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Hoffert)
- 14.1.2** Adopt Resolution No. 21-20 Specification of the Elections Order

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

14.2 Educational Services:

14.2.1 Approve the Updated California Expanded Learning Opportunity Program/Plan (ELO/ELO-P) for the Tracy Unified School District (Separate Cover Item)

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

14.3 Human Resources:

14.3.1 Approve Temporary Increase to Certificated Substitute Rates of Pay for the 2022-2023 School Year

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

14.3.2 Approve Job Description for Activities Director

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

Board Reports:

Trustee Souza reported that the Parks & Rec Commission classes are filling up fast and encourages people to sign up early. She is proud of West High School this year. Trustee Kaur thanked all who attended tonight and for their presentations. Trustee Blanco thanked all for coming out and congratulated the student from West High School Wrestling. She is amazing. Today in Mexico it is Mothers' Day. Trustee Abercrombie thanked West High for their presentation and is looking forward to hearing Dwayne on ESPN. He gave a shout out to the DARE kids. On Saturday, 41 kids showed up at 9:00 a.m. and did a great job cleaning up. Trustee Erskine thanked all who presented and thanked the staff, superintendent, associate superintendents and cabinet for the hard work done and getting thru COVID. Overall TUSD has done a great job. She is excited to see UPK. She has always viewed West High School as a school of great improvement and believes it is a place of safety for our brown and African American students. She also thanked College Bound and is looking forward to seeing it next year. Trustee Alexander thanked all for coming out and hopes that some of the concerns of the speaker isn't true. He would hate to think that kids are afraid. He wants the next step to name a building on the next agenda.

Superintendent Report:

Dr. Stephens recognized our induction program and UPK. Those are not on the front page of the newspaper but there's a lot of good work that gets done. TUSD is lucky to have quality people working in this district.

Adjourn: 8:05 p.m.

Clerk

Date



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2022
SUBJECT: Receive Report on Instructional Materials Adoptions

BACKGROUND: Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State's content standards and consistent with the curriculum frameworks and the State's cycle of adoptions.

In the 2021-22 school year, the Instructional Media Center convened IM adoption committees for science instruction in TUSD, new elective courses, and established courses needing replacement materials. This report will update the Board on the progress of 9-12 science courses.

In compliance with Board Policy 6161.1, teachers have been analyzing, piloting, and evaluating textbooks using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME). The teacher teams selected IM programs and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
AP Biology	BFW (digital) Pivot Interactives (digital)	Biology for the AP Course Pivot Interactives	2021 2022
AP Physics 1	Wiley (digital)	Physics for AP (Cutnell)	2018

RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards of that content area, including the expanded needs of an "enhanced" course
- Instructional methods that actively engage all students at all levels of achievement
- Specific, explicit support for students learning English

- Strong support for required shifts in teachers' instruction aligned to the content frameworks

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

FUNDING: Funding for the purchase of recommended materials not to exceed \$37,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Receive Report on Instructional Materials Adoptions.

Prepared by: Debra Schneider, Ph.D.



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 9, 2022
SUBJECT: Receive PAR Joint Committee Annual Report for 2021-2022

BACKGROUND: During the 2009-2010 school year, the Tracy Educators Association (TEA) and the Tracy Unified School District brought back the Peer Assistance and Review (PAR) program. The Program continues to operate during the 2021-2022 school year.

RATIONALE: The Peer Assistance and Review Program (PAR) allows exemplary teachers (Consulting Teachers) to assist certain permanent and beginning teachers in the areas of instructional skills, pupil progress, learning environment/classroom management, adherence to curricular/learning objectives, and/or related aspects of his or her teaching performance. Teachers referred to or who volunteer for the program are viewed as valuable professionals who deserve to have the best resources available provided to them in the interest of improving their performance.

Pursuant to Article XXXVI, Peer Assistance and Review (PAR), the Joint Committee is required to submit an annual report to the Governing Board regarding the program's impact. The attached annual report from the Joint Committee includes a summary of the program activities and recommendations of the Joint Committee.

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.

RECOMMENDATION: Receive PAR Joint Committee Annual Report for 2021-2022

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

PEER ASSISTANCE AND REVIEW PROGRAM

2021-2022 Annual Report

Voluntary Participants:

The PAR program served one participant who was a voluntary referral to the program during the 2021-2022 school year. The participant entered PAR in January of 2021 and received services through May of 2022 for a total of five (5) months of service provided. The employee would be eligible for an additional 13 months of service in 2022-2023 and 2023-2024, with an additional 6 months possible beyond that if requested and approved by the joint committee. As this participant is a voluntary referral, services may also terminate at any time should the participating teacher no longer wish to receive PAR support.

Mandatory Participants:

There were no mandatory participants for the 2021-2022 school year. For the 2022-2023 school year, there will be one mandatory participant.

Consulting Teachers Training and Support:

The consulting teacher who served during 2021-2022 school year was a prior consulting teacher (CT) and former member of the PAR Joint Committee who had trained other consulting teachers on the roles and responsibilities of being a consulting teacher. As such, extensive formal training was not required to bring the CT on board. A meeting was held with the consulting teacher to review paperwork required of a CT, with additional support in the form of resource materials and just in time support being offered to the consulting teacher.

Applications for additional consulting teachers have been sent to all teachers and will be processed as they are received.

Topics/Activities Covered in the Peer Assistance Program (PAR):

The Joint Committee meets monthly to review reports from the consulting teacher, to monitor progress and provide support as needed. Consulting teachers present their reports in person at least three times per year.

The funding for the PAR Program serves voluntary and mandatory participants, as well as the New Teacher Induction Program. Funds were allocated to provide the *Mentoring Matters* books for all consulting teachers as identified above and to order classroom materials in support of a participating teacher's growth goals. Per the Master Agreement, the previous year's revenue monies not used by the PAR Program will be used in the BTSA/Induction Program during the following year.

Recommendations:

For the 2022-2023 school year, the Joint Panel recommends:

- All active Consulting Teachers should continue to work with their Participating Teacher (newly identified and continuing) for the 2022-2023 school year. It is important that the Consulting Teacher work with their Participating Teacher *before school starts* in order to

set up the classroom and to design and implement structures and routines to ensure an effective and healthy learning environment for all students.

- The Joint Committee continue to provide training materials for site administrators to inform them about the PAR program and its benefits. Continue to present PAR training information during management meetings for all administrators to take back to their sites for implementation with their teachers.
- The Joint Committee will continue to remind Site Administrators and TEA Members annually about the benefits of volunteering for PAR participation and that the PAR Program is available to all permanent teachers on a voluntary basis at any time during the school year.
- The Joint Committee continue to gather feedback from participating teachers and consulting teachers to evaluate the effectiveness of their PAR experience.
- The Joint Committee continue to provide on-going support to Consulting Teachers in partnership with Staff Development. The committee believes this training should be an expectation for consulting teachers providing service to mandatory participants.

Respectfully submitted,

PAR Joint Committee Members:

Tammy Jalique, Chair (District Rep)

Erin Quintana, District Rep

Laura Mohr, TEA Rep

Christopher Munger, TEA Rep

Catalina Piña, TEA Rep



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 9, 2022
SUBJECT: **Approve Accounts Payable Warrants (March & April 2022)**

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 (March & April 2022).

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



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: May 11, 2022
SUBJECT: Approve Entertainment, Assembly, Service, Business and Food Vendors

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

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

Board Approval Required Vendor Name	Insurance Expiration
Elite Entertainment - DJ Music Services - 209.952.3548 info@elitedj4u.com; https://elitedj4u.com Graduation Sound System No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	2/15/23
TJROX Audio - Graduation Sound System Mark Maier - 209.712.2628 tjroxaudio@comcast.net No pictures of students without parental permission. CONTRACT REQUIRED PRIOR TO OCCURRENCE.	3/2/23

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

FUNDING: Per attached summary of requisitions.

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

PREPARED BY: Michelle Sterritt, Facility Use Coordinator.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 9, 2022
SUBJECT: Approve Payroll Reports (March & April 2022)

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 (March & April 2022).

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

Pay30

Payroll Fund/Object Recap for County Interface

Pay Date 03/10/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund	01	SACS Object	Amount	
		1100	588,683.60	Teachers' Salaries
		1200	891.41	Cert Pupil Support Salaries
		1900	58,939.76	Other Certificated Salaries
		2100	178,991.83	Instructional Aides' Salaries
		2200	160,037.66	Classified Support Salaries
		2300	308.00	
		2400	25,520.26	Clerical & Office Salaries
		2900	6,644.71	Other Classified Salaries
		Total Labor	1,020,017.23	

Fund	01	SACS Object	Amount	
		3101	83,589.33	STRS On 1000 Salaries
		3102	17.48	STRS On 2000 Salaries
		3201	52.23	PERS On 1000 Salaries
		3202	7,244.07	PERS On 2000 Salaries
		3301	11,382.21	
		3302	19,863.50	
		3501	3,243.16	State Unemploy On 1000 Salary
		3502	1,857.51	State Unemploy On 2000 Salary
		3601	11,107.40	Worker'S Comp Ins On 1000 Sal
		3602	6,363.10	Worker'S Comp Ins On 2000 Sal
		Total Contributions	144,719.99	

Fund	09	SACS Object	Amount	
		1100	0.00	Teachers' Salaries
		2400	1,381.21	Clerical & Office Salaries
		Total Labor	1,381.21	

Fund	09	SACS Object	Amount	
		3101	0.00	STRS On 1000 Salaries
		3202	220.29	PERS On 2000 Salaries
		3302	105.66	
		3502	6.91	State Unemploy On 2000 Salary
		3602	23.66	Worker'S Comp Ins On 2000 Sal
		Total Contributions	356.52	

Fund 11	SACS Object	Amount	
	1100	16,928.51	Teachers' Salaries
	1200	891.41	Cert Pupil Support Salaries
	2100	790.77	Instructional Aides' Salaries
	2400	143.43	Clerical & Office Salaries
	Total Labor	18,754.12	

Fund 11	SACS Object	Amount	
	3101	2,273.64	STRS On 1000 Salaries
	3202	181.23	PERS On 2000 Salaries
	3301	258.38	
	3302	71.47	
	3501	89.09	State Unemploy On 1000 Salary
	3502	4.68	State Unemploy On 2000 Salary
	3601	305.21	Worker'S Comp Ins On 1000 Sal
	3602	16.00	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,199.70	

Fund 12	SACS Object	Amount	
	1100	262.50	Teachers' Salaries
	2100	1,834.66	Instructional Aides' Salaries
	Total Labor	2,097.16	

Fund 12	SACS Object	Amount	
	3101	13.98	STRS On 1000 Salaries
	3102	49.45	STRS On 2000 Salaries
	3202	44.15	PERS On 2000 Salaries
	3301	3.80	
	3302	59.06	
	3501	1.31	State Unemploy On 1000 Salary
	3502	9.18	State Unemploy On 2000 Salary
	3601	4.49	Worker'S Comp Ins On 1000 Sal
	3602	31.45	Worker'S Comp Ins On 2000 Sal
	Total Contributions	216.87	

Fund 13	SACS Object	Amount	
	2200	15,861.04	Classified Support Salaries
	Total Labor	15,861.04	
	9110	15,861.04-	Cash In County Treasury

		Net + Deductions	<u>15,861.04-</u>
Fund 13	SACS Object	Amount	
	3202	1,494.02	PERS On 2000 Salaries
	3302	830.14	
	3502	79.31	State Unemploy On 2000 Salary
	3602	271.65	Worker'S Comp Ins On 2000 Sal
	Total Contributions	<u>2,675.12</u>	

Total Labor for 03/10/2022 1,058,110.76

ESCAPE ONLINE

Pay Date 03/31/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	SACS Object	Amount	
	1100	4,982,491.15	Teachers' Salaries
	1200	490,670.68	Cert Pupil Support Salaries
	1300	583,641.87	Cert Suprvsrs' & Admins' Sal
	1900	142,791.50	Other Certificated Salaries
	2100	437,900.65	Instructional Aides' Salaries
	2200	891,999.39	Classified Support Salaries
	2300	220,614.88	Class Suprvsrs' & Admins' Sal
	2400	646,248.25	Clerical & Office Salaries
	2900	42,611.42	Other Classified Salaries
	Total Labor	8,338,969.79	

Fund 01	SACS Object	Amount	
	3101	1,022,004.11	STRS On 1000 Salaries
	3102	8,996.43	STRS On 2000 Salaries
	3201	32,298.29	PERS On 1000 Salaries
	3202	464,048.27	PERS On 2000 Salaries
	3301	91,212.34	
	3302	152,520.54	
	3401	625,972.16	
	3402	290,070.93	
	3501	30,997.90	State Unemploy On 1000 Salary
	3502	10,684.92	State Unemploy On 2000 Salary
	3601	106,186.27	Worker'S Comp Ins On 1000 Sal
	3602	36,643.34	Worker'S Comp Ins On 2000 Sal
	3701	65,149.52	
	3702	34,617.10	
	Total Contributions	2,971,402.12	

Fund 09	SACS Object	Amount	
	1100	93,511.07	Teachers' Salaries
	1200	924.46	Cert Pupil Support Salaries
	1300	4,222.63	Cert Suprvsrs' & Admins' Sal
	2400	7,092.64	Clerical & Office Salaries
	Total Labor	105,750.80	

Fund 09	SACS Object	Amount
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3101	16,693.01	STRS On 1000 Salaries
3202	1,624.93	PERS On 2000 Salaries
3301	1,342.27	
3302	542.84	
3401	7,766.97	
3402	627.48	
3501	493.30	State Unemploy On 1000 Salary
3502	35.47	State Unemploy On 2000 Salary
3601	1,889.80	Worker'S Comp Ins On 1000 Sal
3602	121.49	Worker'S Comp Ins On 2000 Sal
Total Contributions	30,937.56	

Fund 11	SACS Object	Amount	
	1100	11,599.20	Teachers' Salaries
	1200	8,679.59	Cert Pupil Support Salaries
	1300	11,520.83	Cert Suprvrs' & Admins' Sal
	2100	5,726.91	Instructional Aides' Salaries
	2400	9,517.07	Clerical & Office Salaries
	Total Labor	47,043.60	

Fund 11	SACS Object	Amount	
	3101	5,380.50	STRS On 1000 Salaries
	3202	3,492.43	PERS On 2000 Salaries
	3301	429.62	
	3302	1,110.48	
	3401	2,139.66	
	3402	2,463.25	
	3501	158.99	State Unemploy On 1000 Salary
	3502	76.25	State Unemploy On 2000 Salary
	3601	544.67	Worker'S Comp Ins On 1000 Sal
	3602	261.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	16,056.94	

Fund 12	SACS Object	Amount	
	1300	2,214.79	Cert Suprvrs' & Admins' Sal
	2100	13,743.81	Instructional Aides' Salaries
	2300	1,884.26	Class Suprvrs' & Admins' Sal
	2400	4,515.78	Clerical & Office Salaries
	Total Labor	22,358.64	

Fund 12	SACS Object	Amount	
	3101	374.74	STRS On 1000 Salaries

3102	452.39	STRS On 2000 Salaries
3202	2,835.30	PERS On 2000 Salaries
3301	28.96	
3302	1,111.63	
3401	196.08	
3402	1,481.33	
3501	11.07	State Unemploy On 1000 Salary
3502	100.70	State Unemploy On 2000 Salary
3601	37.93	Worker'S Comp Ins On 1000 Sal
3602	345.02	Worker'S Comp Ins On 2000 Sal
Total Contributions	6,975.15	

Fund 13	SACS Object	Amount	
	2200	134,326.59	Classified Support Salaries
	2300	38,520.72	Class Suprvrs' & Admins' Sal
	2400	13,134.46	Clerical & Office Salaries
	Total Labor	185,981.77	

Fund 13	SACS Object	Amount	
	3202	38,578.24	PERS On 2000 Salaries
	3302	12,982.49	
	3402	14,905.82	
	3502	929.90	State Unemploy On 2000 Salary
	3602	3,185.51	Worker'S Comp Ins On 2000 Sal
	Total Contributions	70,581.96	

Total Labor for 03/31/2022 8,700,104.60

ESCAPE 2011

Pay Date 04/08/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	SACS Object	Amount	
	1100	514,312.95	Teachers' Salaries
	1200	1,004.40	Cert Pupil Support Salaries
	1300	22,740.80	
	1900	804.78	Other Certificated Salaries
	2100	26,521.80	Instructional Aides' Salaries
	2200	145,904.44	Classified Support Salaries
	2300	396.00	
	2400	24,329.83	Clerical & Office Salaries
	2900	5,700.93	Other Classified Salaries
	Total Labor	741,715.93	

Fund 01	SACS Object	Amount	
	3101	59,858.64	STRS On 1000 Salaries
	3201	824.30	PERS On 1000 Salaries
	3202	6,930.30	PERS On 2000 Salaries
	3301	9,478.09	
	3302	13,875.31	
	3501	2,694.63	State Unemploy On 1000 Salary
	3502	1,014.31	State Unemploy On 2000 Salary
	3601	9,229.54	Worker'S Comp Ins On 1000 Sal
	3602	3,474.44	Worker'S Comp Ins On 2000 Sal
	Total Contributions	107,379.56	

Fund 09	SACS Object	Amount	
	2400	1,204.74	Clerical & Office Salaries
	Total Labor	1,204.74	

Fund 09	SACS Object	Amount	
	3202	201.71	PERS On 2000 Salaries
	3302	92.17	
	3502	6.02	State Unemploy On 2000 Salary
	3602	20.63	Worker'S Comp Ins On 2000 Sal
	Total Contributions	320.53	

Fund 11	SACS Object	Amount	
	1100	16,060.57	Teachers' Salaries
	1200	1,004.40	Cert Pupil Support Salaries

	2100	620.70	Instructional Aides' Salaries
	2400	0.00	Clerical & Office Salaries
	Total Labor	17,685.67	
Fund 11	SACS Object	Amount	
	3101	2,176.78	STRS On 1000 Salaries
	3202	142.19	PERS On 2000 Salaries
	3301	247.44	
	3302	47.48	
	3501	85.33	State Unemploy On 1000 Salary
	3502	3.11	State Unemploy On 2000 Salary
	3601	292.28	Worker'S Comp Ins On 1000 Sal
	3602	10.64	Worker'S Comp Ins On 2000 Sal
	Total Contributions	3,005.25	
Fund 12	SACS Object	Amount	
	1100	82.60	Teachers' Salaries
	2100	1,734.33	Instructional Aides' Salaries
	Total Labor	1,816.93	
Fund 12	SACS Object	Amount	
	3101	13.98	STRS On 1000 Salaries
	3102	15.78	STRS On 2000 Salaries
	3202	67.98	PERS On 2000 Salaries
	3301	1.20	
	3302	65.32	
	3501	0.41	State Unemploy On 1000 Salary
	3502	8.67	State Unemploy On 2000 Salary
	3601	1.41	Worker'S Comp Ins On 1000 Sal
	3602	29.71	Worker'S Comp Ins On 2000 Sal
	Total Contributions	204.46	
Fund 13	SACS Object	Amount	
	2200	11,047.65	Classified Support Salaries
	Total Labor	11,047.65	
Fund 13	SACS Object	Amount	
	3202	1,133.74	PERS On 2000 Salaries
	3302	586.75	
	3502	55.27	State Unemploy On 2000 Salary
	3602	189.22	Worker'S Comp Ins On 2000 Sal
	Total Contributions	1,964.98	

Total Labor for 04/08/2022 773,470.92

ESCAPE OFFLINE

Pay Date 04/29/2022

Fund 01

LABOR DISTRIBUTION FOR EMPLOYEE WARRANTS SUMMARY

Fund 01	SACS Object	Amount	
	1100	4,979,154.05	Teachers' Salaries
	1200	492,887.22	Cert Pupil Support Salaries
	1300	583,641.87	Cert Suprvsrs' & Admins' Sal
	1900	144,528.69	Other Certificated Salaries
	2100	435,226.11	Instructional Aides' Salaries
	2200	891,599.87	Classified Support Salaries
	2300	217,310.23	Class Suprvsrs' & Admins' Sal
	2400	545,106.11	Clerical & Office Salaries
	2900	42,114.14	Other Classified Salaries
	Total Labor	8,331,568.29	

Fund 01	SACS Object	Amount	
	3101	1,025,013.27	STRS On 1000 Salaries
	3102	8,996.43	STRS On 2000 Salaries
	3201	32,298.29	PERS On 1000 Salaries
	3202	463,641.57	PERS On 2000 Salaries
	3301	91,313.52	
	3302	151,907.01	
	3401	627,130.91	
	3402	299,648.01	
	3501	31,000.95	State Unemploy On 1000 Salary
	3502	10,645.84	State Unemploy On 2000 Salary
	3601	106,196.82	Worker'S Comp Ins On 1000 Sal
	3602	36,506.05	Worker'S Comp Ins On 2000 Sal
	3701	65,374.32	
	3702	33,183.17	
	Total Contributions	2,982,856.16	

Fund 09	SACS Object	Amount	
	1100	101,258.77	Teachers' Salaries
	1200	924.46	Cert Pupil Support Salaries
	1300	4,222.63	Cert Suprvsrs' & Admins' Sal
	2400	7,092.64	Clerical & Office Salaries
	Total Labor	113,498.50	

Fund 09	SACS Object	Amount
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3101	18,003.91	STRS On 1000 Salaries
3202	1,624.93	PERS On 2000 Salaries
3301	1,447.51	
3302	542.84	
3401	8,470.99	
3402	627.48	
3501	532.06	State Unemploy On 1000 Salary
3502	35.47	State Unemploy On 2000 Salary
3601	1,822.51	Worker'S Comp Ins On 1000 Sal
3602	121.49	Worker'S Comp Ins On 2000 Sal
Total Contributions	33,229.19	

Fund 11	SACS Object	Amount	
	1100	11,599.20	Teachers' Salaries
	1200	8,679.59	Cert Pupil Support Salaries
	1300	11,520.83	Cert Suprvsrs' & Admins' Sal
	2100	5,726.91	Instructional Aides' Salaries
	2400	9,517.07	Clerical & Office Salaries
	Total Labor	47,043.60	

Fund 11	SACS Object	Amount	
	3101	5,380.50	STRS On 1000 Salaries
	3202	3,492.43	PERS On 2000 Salaries
	3301	429.62	
	3302	1,110.48	
	3401	2,139.65	
	3402	2,463.22	
	3501	158.99	State Unemploy On 1000 Salary
	3502	76.25	State Unemploy On 2000 Salary
	3601	544.67	Worker'S Comp Ins On 1000 Sal
	3602	261.09	Worker'S Comp Ins On 2000 Sal
	Total Contributions	16,056.90	

Fund 12	SACS Object	Amount	
	1300	2,214.79	Cert Suprvsrs' & Admins' Sal
	2100	13,743.81	Instructional Aides' Salaries
	2300	1,884.26	Class Suprvsrs' & Admins' Sal
	2400	4,515.78	Clerical & Office Salaries
	Total Labor	22,358.64	

Fund 12	SACS Object	Amount	
	3101	374.74	STRS On 1000 Salaries
	3102	452.39	STRS On 2000 Salaries

3202	2,835.30	PERS On 2000 Salaries
3301	28.96	
3302	1,111.63	
3401	196.08	
3402	1,481.27	
3501	11.07	State Unemploy On 1000 Salary
3502	100.70	State Unemploy On 2000 Salary
3601	37.93	Worker'S Comp Ins On 1000 Sal
3602	345.02	Worker'S Comp Ins On 2000 Sal
Total Contributions	6,975.09	

Fund 13	SACS Object	Amount	
	2200	135,865.29	Classified Support Salaries
	2300	38,520.72	Class Suprvrs' & Admins' Sal
	2400	14,097.56	Clerical & Office Salaries
	Total Labor	188,483.57	

Fund 13	SACS Object	Amount	
	3202	39,189.94	PERS On 2000 Salaries
	3302	13,201.34	
	3402	15,727.60	
	3502	942.40	State Unemploy On 2000 Salary
	3602	3,228.36	Worker'S Comp Ins On 2000 Sal
	Total Contributions	72,289.64	

Total Labor for 04/29/2022 8,702,952.60

ESCAPE ONLINE



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pécot, Assoc Supt of Business Services
DATE: May 9, 2022
SUBJECT: Approve Revolving Cash Fund Reports (March & April 2022)

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 (March & April 2022).

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

04/04/22

TUSD
REVOLVING CASH FUND
March 2022

Date	Num	Name	Memo	Paid Amount
03/09/2022	9790	BLACK STUDENTS OF CALIFOR...	Conference 3/11-13/2022 Harrison; Abraham	
			01-3010-0-1110-1000-5200-700-6502	-370.00
TOTAL				-370.00
03/14/2022	9791	DEPARTMENT OF PESTICIDE RE...	PO22-02206 Reyes; Garza	
			01-8150-0-0000-8110-5800-800-9502	-200.00
TOTAL				-200.00
03/14/2022	9792	BLACK BEAR DINER	PO22-02243 CENTRAL ELEMENTARY	
			01-0000-0-1110-1000-5800-130-2323	-779.40
TOTAL				-779.40
03/15/2022	9793	Accrediting Commision for Scho...	PO22-02284 TISCS	
			09-0000-0-1110-1000-5800-520-6904	-160.00
TOTAL				-160.00
03/21/2022	9794	TOGO'S	PO22-00689 3/22/2022 Board Meeting	
			01-0000-0-0000-7150-4300-810-1001	-90.00
TOTAL				-90.00
03/25/2022	9795	WALMART VISION CENTER	PO22-02058 Order #1059184	
			01-3010-0-0000-7200-4300-800-2749	-93.00
TOTAL				-93.00
03/25/2022	9796	WALMART VISION CENTER	PO22-02058 Order #1059185	
			01-3010-0-0000-7200-4300-800-2749	-93.00
TOTAL				-93.00
03/28/2022	9797	CNH District of the Lutheran Chu...	PO22-02398 Workshop registration Bella Vist...	
			01-4035-0-1110-2140-5200-986-4014	-540.00
TOTAL				-540.00
03/28/2022	9798	CNH District of the Lutheran Chu...	PO22-02397 Workshop Registration Bella Vis...	
			01-4035-0-1110-2140-5200-986-4014	-960.00
TOTAL				-960.00

05/02/22

TUSD
REVOLVING CASH FUND
 April 2022

Date	Num	Name	Memo	Paid Amount
04/08/2022	9799	Dr. Paulwinder Kaur	PO22-02166 Eye exams	
			01-3010-0-0000-7200-5800-800-2749	-210.00
TOTAL				-210.00
04/08/2022	9800	WALMART VISION CENTER	PO22-02058 Alexa Moreno eyeglasses	
			01-3010-0-0000-7200-4300-800-2749	-108.00
TOTAL				-108.00
04/08/2022	9801	WALMART VISION CENTER	PO22-02058 Vanessa Resendiz eyeglasses	
			01-3010-0-0000-7200-4300-800-2749	-108.00
TOTAL				-108.00
04/08/2022	9802	WALMART VISION CENTER	PO22-02058 Bryan Resendiz eyeglasses	
			01-3010-0-0000-7200-4300-800-2749	-108.00
TOTAL				-108.00
04/11/2022	9803	CALIFORNIA HIGHWAY PATROL	PO22-00236 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/11/2022	9804	CALIFORNIA HIGHWAY PATROL	PO22-00236 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/11/2022	9805	CALIFORNIA HIGHWAY PATROL	PO22-00236 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/11/2022	9806	CALIFORNIA HIGHWAY PATROL	PO22-00236 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/11/2022	9807	CALIFORNIA HIGHWAY PATROL	PO22-00236 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00

05/02/22

TUSD
REVOLVING CASH FUND
April 2022

Date	Num	Name	Memo	Paid Amount
04/11/2022	9808	CALIFORNIA HIGHWAY PATROL	PO22-00236 CHP FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/12/2022	9809	ALEXANDER ARROYO	Timesheet - 4/10/2022 Payroll	
			01-8150-0-0000-8110-2206-806-9402	-334.66
TOTAL				-334.66
04/27/2022	9810	TOGO'S	PO22-00689 Meeting	
			01-0000-0-0000-7150-4300-810-1001	-121.00
TOTAL				-121.00
04/28/2022	9811	MERLIN GRAPHICS	PO22-02701 INV 6490 KELLY ELEMENTARY	
			01-0000-0-1110-1000-4300-260-2323	-464.38
TOTAL				-464.38
04/28/2022	9812	UC Regents	REQ22-02816 Invoice #38393 5/5/2022	
			01-0709-0-1110-1000-4300-600-2767	-549.53
TOTAL				-549.53
04/28/2022	9813	UC Regents	REQ22-02816 Invoice #38393 5/5/2022	
			01-0709-0-1110-1000-4300-600-2767	-463.33
TOTAL				-463.33
04/29/2022	9814	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/29/2022	9815	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/29/2022	9816	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00

05/02/22

TUSD
REVOLVING CASH FUND
April 2022

Date	Num	Name	Memo	Paid Amount
04/29/2022	9817	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/29/2022	9818	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/29/2022	9819	CALIFORNIA HIGHWAY PATROL	PO22-00236 FEES	
			01-0723-0-1110-3600-5800-840-9702	-22.80
			01-0724-0-5750-3600-5800-840-9702	-34.20
TOTAL				-57.00
04/29/2022	9820	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
04/29/2022	9821	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
04/29/2022	9822	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
04/29/2022	9823	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00
04/29/2022	9824	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00

05/02/22

TUSD
REVOLVING CASH FUND
April 2022

Date	Num	Name	Memo	Paid Amount
04/29/2022	9825	DEPARTMENT OF MOTOR VEHIC...	PO22-00246 FEES	
			01-0723-0-1110-3600-5800-840-9702	-34.00
			01-0724-0-5750-3600-5800-840-9702	-51.00
TOTAL				-85.00



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 4, 2022
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: Dr. Rob Pecot, Associate Superintendent for Business Services.

**BUSINESS SERVICES
FACILITIES DEVELOPMENT DEPARTMENT
MAY 24, 2022
SUMMARY OF SERVICES**

A. Vendor: Stanislaus County Office of Education
Sites: District-wide
Item: Agreement
Services: Pure Tone hearing screenings for students in kindergarten, second, fifth, and eighth grade.
Cost: \$4.85 per student or \$9.70 per student in a wheelchair and is unable to enter the van; not to exceed \$23,000.00
Project Funding: General Fund/Health Services

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 \$365/hr. dependent upon the attorney/paralegal.
Project Funding: General Fund/Risk Management

C. Vendor: Samclar
Sites: Monte Vista
Item: Libray Furnishing
Services: Removal and Installation of Furnishing
Cost: \$191,680, not to exceed
Project Funding: General Fund/Facilities

D. Vendor: Samclar
Sites: South West Park
Item: Library Furnishing
Services: Removal and Installation of Furnishing
Cost: \$72,298.01, not to exceed
Project Funding: General Fund/Facilities

E. Vendor: Samclar
Sites: Villalovoz Elementary
Item: Library Furnishing
Services: Removal and Installation of Furnishing
Cost: \$90,193.63, not to exceed
Project Funding: General Fund/Facilities



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 4, 2022
SUBJECT: **Accept the Generous Donations from the Various Individuals, Businesses, and School Site Parent Teacher Associations Listed Herein with Thanks and Appreciation from the Staff and Students of the Tracy Unified School District**

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

Kimball High School:

1. Tracy Unified School District/Kimball High School: From Marcus and Kendra Randolph for the amount of \$2,000.00 (ck. #0000120185). This donation will be used towards championship rings for Kimball High School's girls soccer team.
2. Tracy Unified School District/Kimball High School: From Photo 360 for the amount of \$798.00 (ck. #1877). This donation will be used towards athletic expenses which will benefit the staff and students of Kimball High School.

McKinley Elementary School:

1. Tracy Unified School District/McKinley Elementary School: From Leprino Foods, equipment, tables, and umbrellas for the kindergarten playground, classroom cubbie storage, and a classroom easel at a combined total value of \$2,500.00. This donation will benefit McKinley Elementary Schools kindergarten students and teachers.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Leprino Foods for the amount of \$2,000.00 (ck. #1010160273). This donation is a contribution to the Leprino Foods scholarship for the 2021-2022 school year.

2. Tracy Unified School District/Tracy High School: From Rhodes-Stockton Bean Co-op for the amount of \$500.00 (ck. #19646). This donation is a contribution to the Douglas V. Hensley Scholarship for the 2021-2022 school year.
3. Tracy Unified School District/Tracy High School: From June Betschart for the amount of \$500.00 (ck. #183). This donation is a contribution to the Linda Tosta Scholarship for the 2021-2022 school year.
4. Tracy Unified School District/Tracy High School: From William and Celeste Koster for the amount of \$1,000.00 (ck. #1106). This donation is a contribution to the Arianna Koster Scholarship for the 2021-2022 school year.

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

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

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

Prepared by: Dr. Rob Pecot, Associate Superintendent for Business Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 9, 2021
SUBJECT: Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 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 extra curricular 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 2021/22 School Year.

Prepared by: Jill Carter, Director of School Business Support Services & Purchasing.



2021/2022 School-Connected Organization Booster Clubs

Organization	Status	Current Reviewed Bank Statements
Bohn Parent Teacher Organization	<i>Approved</i>	<i>Current</i>
Freiler Staff Parent Association	<i>Approved</i>	<i>Current</i>
Hirsch PTO	<i>Approved</i>	<i>Current</i>
Jacobson Staff Parent Association	<i>Approved</i>	<i>Current</i>
Jaguar Theatre Booster Club	<i>Approved</i>	<i>Current</i>
G.Kelly Parent Faculty Alliance	<i>Approved</i>	<i>Current</i>
KHS Athletic Booster Club	<i>Approved</i>	<i>Current</i>
KHS Music Boosters	<i>Approved</i>	<i>Current</i>
KHS PTSA	<i>Approved</i>	<i>Current</i>
North Parent Club	<i>Approved</i>	<i>Current</i>
Poet Christian PTSA	<i>Approved</i>	<i>Current</i>
South West Park Parent Club	<i>Approved</i>	<i>Current</i>
THS Baseball Booster Club	<i>Approved</i>	<i>Current</i>
THS Bulldog Band Booster Club	<i>Approved</i>	<i>Current</i>
THS Cheer/Dance Booster Club	<i>Approved</i>	<i>Current</i>
THS Football Booster Club	<i>Approved</i>	<i>Current</i>
THS Girls Basketball Booster Club	<i>Recommended for Approval</i>	
THS Softball Booster Club	<i>Approved</i>	<i>Current</i>
THS Volleyball Booster Club	<i>Approved</i>	<i>Current</i>
Villalovoz Parent Facility Club	<i>Approved</i>	<i>Current</i>
WHS Homefield Advantage	<i>Approved</i>	<i>Current</i>
WHS Music Boosters	<i>Approved</i>	<i>Current</i>
West High Science Boosters	<i>Approved</i>	<i>Current</i>

Revised 5/9/22



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 4, 2022
SUBJECT: **Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2022-2023 School Year**

BACKGROUND: The International Center for Leadership in Education (ICLE), a division of Houghton Mifflin Harcourt (HMH), is uniquely qualified to assist Tracy Unified School District with the development and implementation of our continued district-wide initiative to foster rigorous and relevant learning environments. Since 1991, ICLE has been at the forefront of promoting rigorous and relevant instruction and developing effective instructional leaders. ICLE has produced proven strategies, techniques, and research-based programs that have helped states, districts, and schools drive student achievement through data driven instruction. As a division of HMH, ICLE is best able to support Tracy Unified in making connections between the designed Units of Study and the need to move toward increasing rigor, relevance, and relationships for all students. The District has a planned continued partnership with ICLE to provide professional development for district teachers and administrators for increasing rigorous and relevant instruction and relationships for all students. The 2022-2023 school year will be the fourth year of the partnership with ICLE.

RATIONALE: The International Center for Leadership in Education (ICLE) of Houghton Mifflin Harcourt partnered with the District to provide staff development beginning in 2014 with the Rigorous Curriculum Design (RCD) process. Through the 2017-2021 school years, the District partnered with them to provide 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 leadership needs, as well as the context of the District. The implementation process is supported by an online tool, accessible by both Administrators and ICLE Leadership Consultants, where school-specific data is collected, goals are set, and progress is monitored to

continue to build effective instructional leaders, capable of unlocking the instructional power of each teacher and, in turn, the learning potential of all students.

A common understanding of the Rigor/Relevance Framework and a system-wide approach to rigor, relevance and relationships provides leadership teams with the skills required to implement a collaborative approach to teacher support. The purpose of Year 4 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.

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

The purpose of this professional development is to continue to train and support all site and district administrators and teachers in the Rigor/Relevance Framework in order to improve instruction and student outcomes. The first component will include monthly Leadership Academy Sessions for all site administrators and Ed Services team members. The second component includes 3 days of training for new administrators to the District and new site teachers. The third component includes 8 days at each of the 17 school sites for on-site, job-embedded coaching and support from the ICLE coaches. This support includes, but is not limited to:

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

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

FUNDING: The total cost for the staff development training is \$ 586,080.00 and will be paid by the Effective Educator Grant/LCFF Funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the International Center for Leadership in Education (ICLE) a Division of Houghton Mifflin Harcourt to Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2022-2023 School Year.

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

SERVICES AGREEMENT

DATE: 4.11.22
CP: 008362033

NAME OF SCHOOL DISTRICT: TRACY UNIFIED SCHOOL DISTRICT

ADDRESS: 1875 W LOWELL AVE, TRACY, CA 95376

Dates	Description	Investment
TBD	77 In-Person Leadership Coaching Days	\$381,150
TBD	71 In-Person Instructional Coaching Days	\$351,450
	Less 20% Preferred Partner Discount (standard rate \$4,950.00 per day; with discount \$3,960.00 per day)	-\$146,520
Total (All Inclusive)		\$586,080

Total Investment Includes	
Travel and Expenses	<ul style="list-style-type: none"> - Airfare - Ground transportation - Lodging - Meals - All other travel expenses
Materials	- Instructional materials used during the session (as applicable)

Services Agreement valid for 30 days

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

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

CLIENT TO COMPLETE:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

- Will a PO be issued for this purchase? ☐ Yes ☐ No PO Required
- Is the PO attached? ☐ Yes ☐ No If no, anticipated date of PO: _____
- Please Invoice from Houghton Mifflin Harcourt: ☐ Upon delivery of service or ☐ Upfront
- If invoice "upon delivery of service" is selected, please indicate funding/PO expiration/last date
HMH can invoice: _____
- Please return Services Agreement and PO (payable to Houghton Mifflin Harcourt) to:
KCoupe@LeaderEd.com

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

1. Contractor shall perform the following duties: Provide Professional Development for District Administrators, Site Administrators and Teachers in the 2022-2023 School Year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 148 () [] HOURS [x] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$586,080.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$586,080.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
 - c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

IRS Identification Number

Title

Address

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2022
SUBJECT: Approve Agreement for Contract Services between Child Abuse Prevention Council and Tracy Unified School District for the 2022-2023 School Year

BACKGROUND: Tracy Unified School District (TUSD) provides mental health services to all students who may be experiencing mental health challenges posing barriers to their academic performance and overall well-being. Social and emotional interventions in the school setting are necessary for students to access to be academically successful. TUSD is committed to supporting the whole student, by expanding its partnerships that create innovative strategies.

RATIONALE: Focusing on Children Under Stress (FOCUS) supports children exposed to violence and trauma through improved communication and collaboration with first responders (such as law enforcement and fire department), schools, and community resources. Through Child Abuse Prevention Council (CAPC), if a first responder encounters a child that may have been exposed to a traumatic event, that child's information is included in a FOCUS Notification that is sent to CAPC. The CAPC liaison will forward the notification to the designated Tracy Unified School District Official as soon as possible. FOCUS will support District-wide. 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.

FUNDING: There is no cost to Tracy Unified School District.

RECOMMENDATION: Approve Agreement for Contract Services between Child Abuse Prevention Council and Tracy Unified School District for the 2022-2023 School Year.

Prepared by: Dr. Deidre Hill-Valdivia, 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: Focusing on Children Under Stress (FOCUS) supports children exposed to violence and trauma through improved communication and collaboration with first responders (such as law enforcement and fire department), schools, and community resources. Through Child Abuse Prevention Council (CAPC), if a first responder encounters a child that may have been exposed to a traumatic event, that child's information is included in a FOCUS Notification that is sent to CAPC. The CAPC liaison will forward the notification to the designated Tracy Unified School District Official as soon as possible. FOCUS will provide support District-wide during the 2022-2023 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 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 \$0.00 per [] HOUR [X] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Deidre Hill-Valdivia, 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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 11, 2022
SUBJECT: Approve Agreement for Special Contract Services with Accelerated Learning for Chemistry Science Teachers

BACKGROUND: Accelerated Learning instructional materials (IM) were adopted by the Board for biology science instruction in Spring, 2022. Accelerated Learning has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in science.

RATIONALE: The introduction and implementation of new IM is needed to make the most effective use of district adopted materials to support standards-driven instruction. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is not to exceed \$6,200 and will be paid by Goal 9 LCFF and grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Accelerated Learning for Chemistry Science Teachers.

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

Quote/Invoice Number 00076275
Account Name Tracy Unified School District
Bill To 1875 W Lowell Ave
Tracy, California 95376
United States
Shipping Address 1875 W Lowell Ave
Tracy, California 95376-2262
United States

MAIL PO & CHECKS TO:

Division Accelerate Learning Inc.
Company Address PO BOX 732464
Dallas, 75373-2464
Fax (281) 833-4510
Phone (800) 531-0864

Created Date 5/3/2022
Prepared By Amy Harris

Start Date 7/1/2022

The quantity below represents the total number of students for each grade level.

Product Name	Product	ISBN	Quantity	Years	Sales Price	Total Price
PD Face to Face Science: STEMscopes Implementation Training (up to 6 hours)	PD Face to Face Science: STEMscopes Implementation Training (up to 6 hours)	978-1-64862-070-6	1.00	1 Year	\$3,500.00	\$3,500.00
PD Virtual STEM: STEM Best Practices (up to 90 minutes)	PD Virtual STEM: STEM Best Practices (up to 90 minutes)	978-1-64861-474-3	3.00	1 Year	\$900.00	\$2,700.00

Subtotal \$6,200.00
Shipping \$0.00
Order Total \$6,200.00

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes and/or Study Edge, Inc. /Math Nation (separately and collectively, "ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. For the purposes of these Terms, ALI, STEMscopes, Study Edge, Inc. and Math Nation may be used interchangeably and refer to Accelerate Learning, Inc. d/b/a STEMscopes. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

Ownership: The STEMscopes Content is licensed, not sold, to Customer. As between Customer and ALI, ALI retains all rights, title, and interest in and to the STEMscopes Content and any translations or other derivative works based thereon, including any corresponding copyrights, trademarks, trade secrets, and other intellectual property rights. Nothing herein will be deemed to convey any rights, title, or interest in any such rights to Customer. Periodically, the STEMscopes program is enhanced, improved, and made current against changes in science, customer feedback, or changes in specific state standards. Additionally, 3rd party content may be replaced to improve and keep current/relevant as needed throughout the term of the agreement.

Product Returns/Exchanges: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor. There are no refunds for or returns of un-damaged kit or print materials.

User Information: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

Term: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

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 Accelerate Learning Inc., hereinafter referred to as "Contractor,"

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

1. Contractor shall perform the following duties: Implementation of our newly adopted instructional materials (IM) in science.

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 West High.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$6,200 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$6,200. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0 for the term of this agreement.
 - c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August, 2022, and shall terminate on May, 2023.

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

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

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 9, 2022
SUBJECT: Approve Agreement for Special Contract Services with Amplify for 6th- 8th Grade Science Teachers for the 2022- 2023 School Year

BACKGROUND: Amplify instructional materials (IM) were adopted by the Board for grades 6th-8th science instruction in Spring, 2022. Amplify has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in science.

RATIONALE: The introduction and implementation of new IM is needed to make the most effective use of district adopted materials to support standards-driven instruction. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost for these trainings it was included in the purchase of the curriculum.

RECOMMENDATION: Approve Agreement for Special Contract Services with Amplify for 6th- 8th Grade Science Teachers for the 2022-2023 School Year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Amplify Science, 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 expertise to assist (TUSD)
with the implementation of our newly adopted instructional materials (IM) in science for the 2022-2023 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 () [] HOURS [x] DAYS, under the terms of this agreement at the following location _____.

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

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

4. The terms of the agreement shall commence on August, 2022, and shall terminate on May, 2023.

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

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

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2022
SUBJECT: Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development For 8th Grade Math Teachers and Algebra 1 Teachers During the 2022-2023 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. In the 2020-2021 school year CAASPP scores reflected 17.65% of 8th grade students met or exceeded math standards.

RATIONALE: In order to increase student achievement in mathematics and address the failure rate of algebra 1, TUSD will focus on bridging the gap of 8th grade teacher instructional practices and algebra 1 course instructional practices to best support student success.

The professional development to support bridging the gap to algebra will include:

- Three cohorts of teacher teams to include algebra 1 teachers and the 8th grade math teachers at the feeder schools.
- Three cycles of four days of professional development to include classroom visits and instructional pedagogical practices throughout the year.

FUNDING: The cost of these trainings and support is not to exceed \$78,000 and will be paid by Goal 9 LCFF and grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development For 8th Grade Math Teachers and Algebra 1 Teachers During the 2022-2023 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 History Project at UC 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: Tracy Unified School District seeks professional learning support from The History Project at UC Davis, for their high school history-social science teachers to deepen their understanding of Ethnic Studies epistemology, concepts, content, and pedagogy in order to design a new course and prepare to teach the course.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 51 () [X] HOURS [] DAYS, under the terms of this agreement at the following location KHS Library.

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

- a. District shall pay \$51,000 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$51,000. 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 \$51,000 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, 2022, and shall terminate on May, 2023.

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

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

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



4629 Cass St. #292
San Diego, CA 92109
619.432.CORE (2673)

Professional Development Proposal

Learner Centered Assessment

Tracy Unified School District

Prepared for:

Juliana Stocking
Assistant Superintendent
Tracy Unified School District
1875 Lowell Ave.
Tracy, CA 95376
209-830-3200

jstocking@tusd.net

Prepared On: Apr 12, 2022

Expiration Date: June 13, 2022

Payment Terms: Net 30 days after services

Part I. Learner-Centered Assessment Foundations Overview

Empowered Learners need empowered teachers who provide them with the necessary skills and tools to own their learning. What are these skills and tools? They are those of an effective learner, who knows what to do to move his or her learning forward.

However, engaging in such work, requires teachers to have a formative and growth focus as they develop positive learner identity, clarity of learning expectations, develop a formative learning process, teach and transfer learner strategies and metacognition, and support students in proving their learning.

Additional consultation with our consultant(s) will occur prior to the outset of this plan to confirm objectives and time lines. In addition, the focus of the plan (objectives for each day) can be altered during the course of this plan based on client need.

Five Components to Empower Learners

The following formative assessment series leverages foundational beliefs and practices that empower learners. Each component in the series can be provided as a short workshop-style session for teachers and leaders in order to develop a common language around empowering students, establishing key practices, and engaging educators in developing stronger learners.



Developing a Positive Learner Identity

Learners often harbor feelings about themselves as learners that are not positive and cause them to act out or appear unmotivated. However, when teachers and leaders collectively engage in learning how to impact learner beliefs and build a strong learner identity in all students, belief is transformed.



Clarity of Learning Expectations

If teachers are not clear about the expectations for learning, students have no way of taking more ownership over their own learning journey. Therefore, it is critical that educators spend time collectively working to determine both the expectations for learning and what constitutes success. Once teachers have come to a place of clarity, they can share that clarity with students, inviting students to partner with them as informed contributors.



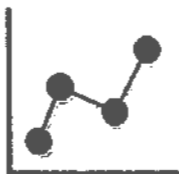
The Formative Assessment Process

One of the critical ways teachers can promote ownership of learning for students is through regular opportunities to make student thinking visible, allowing students to engage in the formative process for themselves and with others. Thus, students are more informed of their progress and their next steps in learning. This sets up regular feedback conversations within the classroom that engaging all learners in a progress-focused approach to learning.



Learner Strategies & Metacognition

Learning content is essential but so is learning how to learn. We have no idea what challenges our learners will face once they leave our classrooms so our goal is to equip them to know what to do when they don't know exactly what to do. As students become aware of what strategies for learning work well for them and how they can be metacognitive in their learning, they become more empowered as learners.



Proving Learning

When considering how to build stronger learners, we have to re-assess our current practices around sharing achievement and progress with students. Are we sending clear messages to students about their learning? What does 7/10, 84%, a letter grade communicate? For students to grow as better, more equipped learners, they have to know their progress and their achievement. They have to know when they have had a mastery moment in learning.

Part II Content Specific Information

A. Mathematics Overview

Practices that support access and equity in mathematics require comprehensive understanding, collaboration, and successful planning. How do we know what students should learn? Are there design elements that can create a consistent and safe structure of student problem solving and perseverance in math? Providing all students with access is not enough; educators must have the knowledge, skills, and disposition necessary to support effective, equitable mathematics teaching and learning. In their time together, participants will explore tools and apply strategies that will help them plan successful math learning experiences.

- Create a culture of equity and access that values students' backgrounds, experiences, cultural identity and knowledge in order to assess the effectiveness of the current policies, practices, and programs.
- Acknowledge and address factors that contribute to differential outcomes among various groups of students to ensure high quality math instruction.
- Design innovative and formative learning processes that accurately measure proficiency of essential learning standards and practices to promote student learning.
- Promote higher level cognitive thinking, reasoning, and problem solving for all students through learning experiences.
- Plan and create tasks that ask students to think in complex ways.

"When access and equity have been successfully addressed, student outcomes—including achievement on a range of mathematics assessments, disposition toward mathematics, and persistence in the mathematics pipeline—transcend, and cannot be predicted by students' racial, ethnic, linguistic, gender, and socioeconomic backgrounds." (NCTM, 2020)



The InspirED Mathematician

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: Student Engagement and Problem Solving

- Collaborative learning structures to develop student voice and mathematical discourse
- Problem solving structures to develop student confidence and stamina
- Problem based instruction

Module 2: Number Sense and Procedural Fluency Routines

- Develop number sense
- Improve procedural fluency
- Expose and correct misconceptions through reengagement strategies
- Foster math facts confidence

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



Part III Financial Investment

Prices are inclusive of travel, planning and services based on number of days or sessions. Six hours of virtual learning is equivalent to one contracted day and can be split into multiple sessions as needed.

Services	QTY	Price	Subtotal
EmpowerED Learner Math with Lori Cook Currently Held Days: <ul style="list-style-type: none">• August 24-26• October 3-5• January 9-11• April 17-19	12	\$6,500.00	\$78,000.00
Resources			
	1	\$0.00	\$0.00

Total **\$78,000.00**

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.

Discount Available:

TCC offers a 5% discount for pre-paying the amount due. If the system decides to take advantage of the pre-paid discount the balance needs to be paid 15 days in advance of the delivery of the first virtual and/or face-to-face PD session. If the balance of pre-pay has not been received prior to this date the discount will no longer apply.

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.
-

Please contact us at your earliest convenience.

Warm Regards,

Sarah Stevens
Exec. Director of Quality Implementation
The Core Collaborative
Mobile: 620.404.8782
Office: 619.432.CORE (2673)

When you are ready to move forward with the plan outlined above, please sign indicating acceptance and agreement of the plan. A formal contract and necessary paperwork will be issued upon receiving your signature. Please reach out if you have any questions or need to make any adjustments.

Tracy Unified School District

PLEASE NOTE: Work order is attached to this proposal.

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



Brian Roy
Exec. Director of Learning Partnerships
818.967.1674
Brian@thecorecollaborative.com



Sarah Stevens
Exec. Director of Quality Implementation
620.404.8782
Sarah@thecorecollaborative.com



Leah Tierney
Learning Network Specialist
620.249.7803
Leah@thecorecollaborative.com



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 11, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Discovery for Physics and Enhanced Physics Science Teachers**

BACKGROUND: Discovery instructional materials (IM) were adopted by the Board for physics and enhanced physics science instruction in Spring, 2022. Discovery has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in science.

RATIONALE: The introduction and implementation of new IM is needed to make the most effective use of district adopted materials to support standards-driven instruction. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost of these trainings and support is not to exceed \$9,000 and will be paid by Goal 9 LCFF or Grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Discovery for Physics and Enhanced Physics Science Teachers.

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



ORDER FORM

Subscriber: TRACY UNIFIED SCHOOL DISTRICT

Address: 1875 W LOWELL AVE TRACY, CA 95376-2262

Term: 7/1/2022 to 6/30/2023

Services	Start Date	End Date	Qty - Unit of Measure	Price	Total
Professional Learning Hourly Package: 4 hours (Virtual Delivery)	7/1/2022	6/30/2023	3 - Each	\$3,000.00	\$9,000.00
TOTAL:					\$9,000.00

Hourly Professional Development Sessions are due upfront, and are due and payable 30 days after receipt of invoice. If Subscriber fails to use all of the Hourly Professional Learning Sessions included in this Order Form by the end of the Term, then Subscriber shall not be permitted to use the remaining sessions after the Term has ended. Any unused Sessions will not be refunded.

This Order Form and the Discovery Education Standard Terms of Services and License available at discoveryeducation.com/terms-and-conditions ("Standard Terms") constitute the entire agreement between Subscriber and Discovery Education, Inc. for the Services. By signing below, the Subscriber and Discovery Education, Inc. agree to be bound by this Order Form and the Standard Terms as of the date of last signature below.

TRACY UNIFIED SCHOOL DISTRICT

Discovery Education, Inc.

By:

(Signature Required)

By:

(Signature Required)

Title:

Title:

Printed
Name:

Printed
Name:

Date:

Date:

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Discovery, 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: Implementation of our newly adopted instructional materials (IM) in science.

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 West 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 \$ 9,000 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 9,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August, 2022, and shall terminate on May, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 9, 2022
SUBJECT: Approve Agreement for Special Contract Services with UC Davis,
the History Project, to Provide Ethnic Studies Training for all Teachers
during the 2022-2023 School Year

BACKGROUND: On October 8, 2021, California became the first state to make ethnic studies a graduation requirement (Ed Code Section 51226.7). The graduating class of 2029-30 will be the first to be required to take this new, required course. Tracy Unified School District must develop this course to be implemented during or before the 2026-27 school year. Tracy USD will begin the process of designing the course and its placement in the high school course pathway in the 2022-23 school year, assisted by the CA History Project consultants from UC Davis (UCDHP).

RATIONALE: Researchers say that ethnic studies can improve the graduation and college-going rates among all students—and especially teens of color. The state has created model curricula to guide district's development of an ethnic studies course. UCDHP consultants have worked with districts in California to guide their local development of ethnic studies courses and are uniquely qualified to assist TUSD in this effort.

UC Davis will provide five (5), 2 hour afternoon sessions, five (5), 6 hour sessions from 8:00am to 3:00pm and advisory committee hours. The workshops will support all TUSD teachers. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. 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 Ethnic Studies training is not to exceed \$51,000 and will be paid by LCFF or Grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with UC Davis, the History Project, to Provide Ethnic Studies Training for all Teachers during the 2022-2023 School Year.

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

Background: Tracy Unified School District (TUSD) seeks professional learning support for their high school history-social science teachers to deepen their understanding of Ethnic Studies epistemology, concepts, content, and pedagogy in order to design a new course and prepare to teach the course.

Services:

To meet the needs of TUSD, the History Project at UC Davis (HP) proposes the following three programs:

1. *Developing Understanding to Design and Teach an Ethnic Studies Course for TUSD*

A. This series of professional learning to teach ethnic studies and develop the course will include the following elements:

- Reading and discussion of fundamental Ethnic Studies history, scholarship, and principles, from which to ground the course. For example:
- Review of TUSD student and community data to help customize the course to the needs of TUSD students and community.
- Facilitated collaboration to customize student outcomes for TUSD based on shared understanding of the Ethnic Studies discipline(s)
- Examination of the CA Ethnic Studies Model Curriculum as a resource for building the course.
- Active teaching model where we engage teachers as active learners in activities, most of which are appropriate to use in the classroom to teach the course's four key aspects:
 - **Identity:** Who Am I? What is the story of my family and community? How do the intersections of my identity compel me to make positive change and bring social justice to my community and the world?
 - **Content:** What is Ethnic Studies? What makes Ethnic Studies different from a traditional history course? From a social justice course? What are the key Ethnic Studies terms and theories?
 - **Community:** Local history through an ethnic studies lens; building relationships with the community; Community Cultural Wealth; framework for understanding schooling; developing civic action/praxis where students and teachers identify and work to implement solutions to improve their community.
 - **Pedagogy:** Student-centered pedagogy that is interactive, inquiry-based, cross-disciplinary, humanizing, and supporting students' civic engagement.
- Facilitation of participant reflection and discussion as they explore ethnic studies and their own positionality.
- Identify and define Key Concepts for the course
- Work with teachers and the district to determine if the course would last one semester or two.
- Review and identify key community partnerships and resources to support the course
- Facilitated collaboration time to develop course outline and questions, unit structure and questions, and required lesson examples to meet the requirements to submit the course for UC Course approval.
- Presentations by additional teacher leaders, scholars, community experts as needed.
- Community-building activities to assist teachers in supporting each other, which can also be implemented in the classroom.

B. Details/Schedule/Hours

- Five, 2-hour afternoon sessions from 2:15-4:15 for 10 hours
- Five, 6-hour release-day session from 8:00am to 3:00pm (with an hour for lunch) for 30 hours
 - Total Hours = 40 hours

C. Cost

\$40,000 (40 hours @ \$1000/hour Professional Development Rate)

2. Technical Support for Establishment of Advisory Committee

A. The History Project at UC Davis will provide technical support to TUSD to solicit input and assist the district in establishing an advisory committee to support the district's ethnic studies program.

- Advise on surveys of parents, students, faculty, staff, and community for input
- Advise on defining mission, role, responsibilities, and composition of advisory committee
- Assist in identifying and connecting with ethnic studies and other scholars, community organizations, historical societies, and associations with relevant knowledge, experience, and perspectives as prospective members of an advisory committee
- Advise on surveys for stakeholder groups to inform the composition and/or work of the advisory committee.

B. Details/Schedule/Hours

- Not to exceed 20 hours of meeting time.

C. Cost

- Not to exceed \$7,500 (30 hours @ \$250/hour Technical Assistance Rate)

3. Information Series: Introduction to Ethnic Studies and AB 101 - for History-Social Science Teachers

A. The workshop series will include the following elements

- An explanation of the requirements in AB 101, which requires school districts to offer Ethnic Studies as a graduation requirement by the year 2029-2030.
- A discussion of what defines ethnic studies, its history, and what makes it different from other disciplines and courses
- An introduction to the CA Ethnic Studies Model Curriculum
- Activities to model an ethnic studies activity that can be used to build community in the classroom

B. Details/Schedule/Hours

- Four 1.5-hour after school sessions, for a total of 6 hours

C. Cost

- \$6,000 (6 hours @ \$1000/hour Professional Development Rate)

Project Period:

- August 2022 through May 2023

Academic Year 2022-2023 Full Cost

- \$51,000 (46 hours @ \$1,000/hour + 30 hours @ \$250/hour)

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 History Project at UC 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: Tracy Unified School District seeks professional learning support from The History Project at UC Davis, for their high school history-social science teachers to deepen their understanding of Ethnic Studies epistemology, concepts, content, and pedagogy in order to design a new course and prepare to teach the course.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 51 () [x] HOURS [] DAYS, under the terms of this agreement at the following location KHS Library.

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

- a. District shall pay \$ 51,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 51,000. 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 \$ 51,000 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, 2022, and shall terminate on May, 2023.

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

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

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 4, 2022
SUBJECT: Approve Agreement for Contract Services between Professional Development & Curriculum with Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 6-12

BACKGROUND: TUSD's English Language Arts assessment scores in writing and research demonstrate an opportunity for increased achievement for all students. Many of our 6-12 ELA educators are teaching English learners or inclusion classes and have expressed a need to expand their instructional practice toolkit to better support these learners in becoming effective writers and meeting grade-level standards.

RATIONALE: The Great Valley Writing Project (GVWP) will provide professional development sessions to achieve the following outcomes. This work will support the TUSD LCAP goal to "Prepare all students for college and careers and ensure all students meet grade level standards with a focus on closing the achievement gap between all student groups."

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

FUNDING: The total cost of Great Valley Writing Project training is not to exceed \$11,700 and will be paid out of LCFF or Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Professional Development & Curriculum with Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 6-12.

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Great Valley Writing Project, 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: Approve Agreement for Contract Services Between Professional Development & Curriculum with Great Valley Writing Project to Provide Services for all ELA Learners in Grades 6-12

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 _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 11,610 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 11,610. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
 - c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August, 2022, and shall terminate on May, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

GVWP Proposal for Tracy Unified School District
Scope of Work and Budget

Scope of Work:

Six Sessions to Support the Development of Writing Strategies to Support All Learners in 6-12 Grade ELA Classrooms at TUSD.

Dates:

Great Valley Writing Project will provide six sessions:

1. Thursday, August 4, 2022
2. Wednesday, August 24, 2022
3. Wednesday, September 28, 2022
4. Wednesday, November 9, 2022
5. Wednesday, February 1, 2023
6. Wednesday, March 15, 2023

Each session will be facilitated by two GVWP Teacher Consultants.

Location: In Person - physical location TBD.

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

TUSD Contact:

[Name]
[Title]
[Address]
[Address]
[Contact #]

GVWP Contact:

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

GVWP Budget
Tracy Unified School District Sessions

Salaries:

Twelve GVWP Teacher Consultants 3 days each (2 prep and 1 facilitating) @ \$250 a day	\$9,000
Teacher Consultant Benefits @ 4.45%	\$400
Staff Salaries Total	\$9,400
GVWP Director 4 days @ \$250	\$1,000
Student Assistant 8 hours at \$14 an hour	\$112
Benefits @ 4.45%	\$50
Total Administrative Staff Salaries	\$1,162
Total Salaries and Benefits	\$10,562
Subtotal	\$10,562
CSU Indirect Cost @10%	\$1,056
Total Budget	\$11,618



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 4, 2022
SUBJECT: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Grades PK-5 and Enhanced Chemistry Science Teachers

BACKGROUND: Houghton Mifflin Harcourt's instructional materials (IM) were adopted by the Board for grades PK-5th and enhanced chemistry science instruction in Spring, 2022. Houghton Mifflin Harcourt has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in science.

RATIONALE: The introduction and implementation of new IM is needed to make the most effective use of district adopted materials to support standards-driven instruction. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: The cost for this training and support is not to exceed \$33,600 and will be paid by LCFF or Grant Funding.

RECOMMENDATION: Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Grades PK-5 and Enhanced Chemistry Science Teachers.

Prepared by: Erin Quintana, Director of Professional Learning & Curriculum



Houghton Mifflin Harcourt

Proposal #008370639

Prepared For

Tracy Unified School District

1875 W Lowell Ave
Tracy CA 95376

Attention:
Erin Quintana
equintana@tusd.net

For the Purchase of:

HMH Science Dimensions Ca K-5 2020

Prepared By
Nancy Lawrie-Stuckey
nancy.lawrie-stuckey@hmc.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.hmhco.com/common/terms-conditions>

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

Attention:
Erin Quintana
equintana@tusd.net

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hmc.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

Proposal for
Tracy Unified School District

ISBN	Title	Price	Quantity	Value of All Materials
Professional Development				
1770099 9780358265290	2018 Science Dimensions Follow-Up in Person Grade K-5	\$4,200.00	8	\$33,600.00
Total for Professional Development		\$33,600.00		

<i>Total Savings:</i>	\$0.00
<i>Subtotal Purchase Amount:</i>	\$33,600.00
<i>Shipping & Handling:</i>	\$0.00
<i>Sales Tax:</i>	\$0.00

Total Cost of Proposal (PO Amount):	\$33,600.00
--	--------------------

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

Attention:
Erin Quintana
equintana@tusd.net

HMH Confidential and Proprietary

Send **Orders** to:
k12orders@hmcq.com
FAX: 800-269-5232
HMH Orders
9400 Southpark Center Loop
Orlando, FL 32819-8647

**Proposal for
Tracy Unified School District**

Total Cost of Proposal (PO Amount): \$33,600.00

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: Tracy USD 1875 W Lowell Ave Tracy, CA 95376-2291	Sold to: Tracy USD 1875 W Lowell Ave 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.
- 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: 4/19/2022

Proposal Expiration Date: 6/3/2022



Houghton Mifflin Harcourt

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

Attention:
 Erin Quintana
 equintana@tusd.net

HMH Confidential and Proprietary

Send **Orders** to:
 k12orders@hnhco.com
 FAX: 800-269-5232
 HMH Orders
 9400 Southpark Center Loop
 Orlando, FL 32819-8647

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, 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: Approve Agreement for Special Contract Service
Houghton Mifflin Harcourt for grades PK-5 California Science Dimensions

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

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

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

- a. District shall pay \$33,600 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$33,600. 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, 2022, and shall terminate on May, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, 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.
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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. Brian Stephens, Superintendent
FROM: Erin Quintana, Director of Professional Development & Curriculum
DATE: May 11, 2022
SUBJECT: Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2022-2023 School Year

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

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

FUNDING: The total cost for the Professional Development training will be \$25,000 to be paid from Goal 9-LCFF funds or Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2022-2023 School Year.

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



8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257 x1037

Tracy Unified School District
1875 W Lowell Ave
Tracy CA 95376

Price Quote

Date 4/11/2022
Quote No. 258145
Acct. No. 03:tr:CA:12214869
Total \$25,000.00
Pricing Expires 7/10/2022

Payment Schedule	Contract Start	Contract End
	7/1/2022	6/30/2023

Site	Description	Comment	End Date	Qty
1. Tracy Unified School District				
	IS Professional Development Essentials - Access to asynchronous training video library, Virtual School Resources, live and asynchronous options (Genius K-5 Core) 1 onsite day		06/30/2023	1
	Professional Development Comprehensive Onsite Training Package - Access to Edgenuity Help Center, Imagine Edgenuity (Grades 6+) 1 onsite day.		06/30/2023	1

Subtotal \$25,000.00
Total \$25,000.00

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

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

Tracy Unified School District

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

Imagine Learning Representative

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

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

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Imagine Learning, 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 Learning for Teachers on Aug. 3rd, 2022

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 () [] HOURS [x] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$25,000 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$25,000. 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, 2022, and shall terminate on August, 2022.
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 _____

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. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 4, 2022
SUBJECT: Approve Agreement for Contract Services between Lifesaver CPR and Tracy Unified School District to Provide Professional Development to Physical Education Teachers, Career Technical Education and Classified Staff for the 2022-2023 School Year

BACKGROUND: Lifesaver CPR utilizes a highly qualified cadre of professional Firefighter EMT's and Paramedics with years of teaching and hands-on, real-life experience. They specialize in offering quick, fun and informative onsite courses that are tailored to our specific emergency needs.

RATIONALE: Tracy Unified School District Physical Education teachers, Career Technical Education teachers (CTE) and Classified staff experience a higher rate of incidents requiring current knowledge and practices in safety, First Aid, CPR and AED. This aligns with Strategic Goal #2.

FUNDING: The cost of combined CPR, AED and First Aid training will be \$1,625 and will train up to 25 participants. Additional participants can be added for \$65.00 per person. The total cost for the CPR, AED and First Aid training is not to exceed \$3,500 and will be paid through Goal 9-LCFF funds.

RECOMMENDATION: Approve Agreement for Contract Services between Lifesaver CPR and Tracy Unified School District to Provide Professional Development to Physical Education Teachers, Career Technical Education and Classified Staff for the 2022-2023 School Year.

Prepared by: Erin Quintana, Director, Professional Learning & 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 Lifesaver CPR, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Professional Development to Physical Education Teachers, Career Technical Education and Classified Staff for the 2022-2023 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 () [] HOURS [x] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$3,500 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$3,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$_____ 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, 2022, and shall terminate on May, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2022
SUBJECT: Approve Agreement for Special Contract Services with McGraw Hill for Biology and Enhanced Biology Science Teachers for the 2022-2023 School Year

BACKGROUND: McGraw Hill instructional materials (IM) were adopted by the Board for biology and enhanced biology science instruction in Spring, 2022. McGraw Hill has professional development expertise to assist Tracy Unified School District (TUSD) with the implementation of our newly adopted instructional materials (IM) in science

RATIONALE: The introduction and implementation of new IM is needed to make the most effective use of district adopted materials to support standards-driven instruction. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost for these trainings it was included in the purchase of the curriculum.

RECOMMENDATION: Approve Agreement for Special Contract Services with McGraw Hill for Biology and Enhanced Biology Science Teachers for the 2022-2023 school year.

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

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

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and McGraw Hill _____, 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: Implementation of Newly Adopted Instructional Materials in Science

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

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

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

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

4. The terms of the agreement shall commence on August, 2022, and shall terminate on May, 2023.

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

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

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 4, 2022
SUBJECT: Approve Agreement for Contract Services with PE Central to Provide Single Subject 9-12th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 School Year

BACKGROUND: Tracy Unified School District seeks professional learning opportunities to support Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to all TUSD students. As TUSD continues to work toward developing intentionally integrated curriculum, PE Central is positioned to continue to support TUSD teachers integrating other subjects into PE through Project Based Learning.

RATIONALE: PE Central Workshops provide K-12 Physical Education with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging and filled with valuable skill building tools. PE Central will provide 1 full day session on the August 4th Pre-Service Day and 2 Early Release Wednesday's in 2022. The workshops will support elementary PE teachers. The request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of training by PE Central for the 2022-2023 school year will not exceed \$9,100. The training cost will be paid by LCFF or Grant Funds.

RECOMMENDATION: Approve Agreement for Contract Services with PE Central to Provide Single Subject 9-12th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 School Year.

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

PE Central Professional Development -- Onsite Workshops



Onsite Workshop Proposal: High School PE Workshop Sessions
(Proposal Written 4-21-2022)

2022 School Year Workshop Dates for High School PE (3 in 2022):

2022:

- Thursday, August 4, 2022 – 8:00am-3:30pm (6-hour session)
- Wednesday, August 24, 2022 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, September 28, 2022 – 2:00pm-4:30pm (2.5-hour session)

School District: Tracy Unified School District, Tracy, CA

Contact:

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

209-830-3331 (Erin Quintana)
equintana@tusd.net

Assistant: Lisa Rodriguez,
lmrodriguez@tusd.net

Location of Workshops: TBD

PE Central Presenter: Kirk Johansen, Retired PE Teacher, Sacramento, CA

Number of Participants: 10 High School Physical Education Teachers

Cost: Not to exceed \$9,100.00 (see breakdown below). This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 2 presenters, one for the full day HS PE workshop on Aug. 4 and then 1 presenter for the other 2 HS PE sessions in 2022.

Mark Manross Consulting, LLC, 500 Carraway Xing, Apt. 5216, Chapel Hill, NC 27516
Email: workshops@pecentral.org, Phone: 678-764-2536

PE Central Professional Development -- Onsite Workshops

Cost breakdown:

- Session 1 (Full Day, 6-hour session, 1 presenter: Dave Blackney): \$3900
- Session 2 (2.5-hour session, 1 presenter: Kirk Johansen): \$2600
- Session 3 (2.5-hour session, 1 presenter: Kirk Johansen): \$2600
- **Total: \$9,100**

Transportation Details: Both Dave and Kirk will drive to and from Tracy USD. Dave will be staying at a hotel and Kirk will drive home after each 2.5-hour session.

PE Central Presenter Bios:

Will be provided upon request.

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 PE Central, 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 9-12 Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 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 \$9,100 () [] 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 \$9,100 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$_____. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$9,100 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, 2022, and shall terminate on May, 2023.

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

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

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 24, 2022
SUBJECT: Approve Agreement for Contract Services with PE Central to Provide Single Subject K – 8th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 School Year

BACKGROUND: Tracy Unified School District seeks professional learning opportunities to support Physical Education (PE) teachers in building their skills and knowledge in providing rigorous relevant learning to all TUSD students. PE Central provided highly effective and relevant professional learning opportunities for PE teachers during the 2021-2022 school year. As TUSD continues to work toward developing intentionally integrated curriculum, PE Central is positioned to continue to support TUSD teachers integrating other subjects into PE through Project Based Learning.

RATIONALE: PE Central Workshops provide K-12 Physical Education with practical ideas and hands-on activities they can easily implement into their physical education program. Their professional development workshops are fun, engaging and filled with valuable skill building tools. PE Central will provide 1 half-day session on the August 3rd Buy Back Day, 1 full day session on the August 4th Pre-Service Day, 3 Early Release Wednesday's in 2022 and 2 Early Release Wednesday's in 2023. The workshops will support elementary PE teachers. The request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or careers; and District Strategic Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential.

FUNDING: The cost of training by PE Central for the 2022-2023 school year will not exceed \$19,950. The training cost will be paid by Goal 9- LCFF funds.

RECOMMENDATION: Approve Agreement for Contract Services with PE Central to Provide Single Subject K – 8th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 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 PE Central _____, 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 K - 8th Grade Physical Subject Physical Education Teachers Professional Development for the 2022-2023 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 7 () [] HOURS [x] DAYS, under the terms of this agreement at the following location THS and FES.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 19,950 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 19,950. 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 \$ 19,950 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, 2022, and shall terminate on May, 2023.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

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 _____

PE Central Professional Development – Onsite Workshops



Onsite Workshop Proposal (Proposal Written 4-12-2022)

2022-23 School Year Workshop Dates (5 in 2022, 2 in 2023):

2022:

- Wednesday, August 3, 2022– Session 1: 8:15-10:15am; Session 2 10:30am-12:30pm (4-hour session)
- Thursday, August 4, 2022 – 8:00am-3:30pm (6-hour session)
- Wednesday, August 24, 2022 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, September 28, 2022 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, November 9, 2022 – 2:00pm-4:30pm (2.5-hour session)

2023:

- Wednesday, February 1, 2023 – 2:00pm-4:30pm (2.5-hour session)
- Wednesday, March 15, 2023 – 2:00pm-4:30pm (2.5-hour session)

School District: Tracy Unified School District, Tracy, CA

Contact:

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

209-830-3331 (Erin Quintana)
equintana@tusd.net

Assistant: Lisa Rodriguez,
lmrodriguez@tusd.net

Location of Workshops: TBD

PE Central Presenter: Pat Vickroy, Retired PE Teacher, Gilroy CA

Number of Participants: 15 Elementary/Middle School Physical Education Teachers

Mark Manross Consulting, LLC, 500 Carraway Xing, Apt. 5216, Chapel Hill, NC 27516
Email: workshops@pecentral.org, Phone: 678-764-2536

PE Central Professional Development – Onsite Workshops

Cost: Not to exceed \$19,950.00 (see breakdown below). This is an all-inclusive price that includes all travel, meals, preparation, stipend, and expenses for 1 presenter.

Cost breakdown:

- Session 1 (2 X 2-hour session = 4 hours, 1 presenter): \$3200
- Session 2 (Full Day, 6-hour session, 1 presenter): \$3750
- Session 3 (2.5-hour session, 1 presenter): \$2600
- Session 4 (2.5-hour session, 1 presenter): \$2600
- Session 5 (2.5-hour session, 1 presenter): \$2600
- Session 4 (2.5-hour session, 1 presenter): \$2600
- Session 5 (2.5-hour session, 1 presenter): \$2600
- **Total: \$19,950**

Transportation Details: Pat will drive to and from Tracy USD every session and for the first sessions will stay over at a hotel.

PE Central Professional Development – Onsite Workshops

PE Central Presenter Bio:

Mr. Pat Vickroy



For over 30 years Pat Vickroy has been teaching children and leading seminars that encourage and inspire teachers from all over the world. Pat has discovered that through fun, thought provoking movement activities, people can be motivated to lead lives filled with caring and passion. His over 600 presentations have focused on opening the minds as well as the hearts of the participants. He has received several awards for his professional involvement and teaching skills. Pat was honored in 1989 with the Elementary Physical Education Teacher Award for California. Pat recently founded People Lifters, a company created to encourage, motivate and inspire positive relationships within the workplace community. The presentations have been at local, State (14), National (4) and International (7) conferences, which include multi-day in-service training, leadership development, keynote, and general session lectures for educators around the world.

Mark Manross Consulting, LLC, 500 Carraway Xing, Apt. 5216, Chapel Hill, NC 27516
Email: workshops@pecentral.org, Phone: 678-764-2536



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 11, 2022
SUBJECT: Approve Agreement for Special Contract Services with Microsoft for Teachers during the 2022-2023 School Year

BACKGROUND: Tracy Unified School District is partnered with Microsoft. The district is currently using Microsoft Teams for a virtual platform. In the past Microsoft has offered professional development to our teachers to better support their technology needs.

RATIONALE: During the District Buy-Back day on August 3, 2022, four presenters from Microsoft will be supporting continued professional development during breakout sessions. Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost for these trainings.

RECOMMENDATION: Approve Agreement for Special Contract Services with Microsoft for Teachers during the 2022-2023 School Year.

Prepared by: Erin Quintana, Director, Professional Development and Curriculum

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Microsoft, 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 to our teachers to better support their technology needs.

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

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

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

- a. District shall pay \$0 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$_____. 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 August, 2022, and shall terminate on May, 2023.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, 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
_____ 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. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2022
SUBJECT: **Approve Agreement for Special Contract Services with the County Office of Education for Professional Development at Buy-Back Day on August 3, 2022**

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support teachers with culturally relevant teaching, grading with equity, multi-tiered systems of support, creating effective and positive learning environments. TEA and TUSD formed a committee during the 2021-2022 school year to focus on professional development needs for the 2022-2023 school year and these four topics were on the list of desired professional development.

RATIONALE: The San Joaquin County Office of Education's Team will provide professional development for the topics of culturally relevant teaching, grading for equity (use of rubrics), multi-tiered systems of support, and creating effective and positive learning environments. Each of the four professional development sessions will be offered on buy-back day. Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. 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 and support is not to exceed \$3,000 and will be paid by Goal 9 LCFF and grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with the County Office of Education for Professional Development at Buy-Back Day on August 3, 2022.

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



SAN JOAQUIN COUNTY OFFICE OF EDUCATION
James A. Mousalimas, County Superintendent of Schools

Memorandum of Understanding

San Joaquin County Office of Education, Continuous Improvement and Support Department (SJCOE/CIS) and Tracy Unified School District (TUSD)

This agreement by and between the San Joaquin County Office of Education's Continuous Improvement and Support department, hereinafter referred to as SJCOE/CIS, and Tracy Unified School District, hereinafter referred to as TUSD, is for the purpose of developing and facilitating professional development sessions during TUSD's teacher buy back day.

The two parties, SJCOE/CIS and TUSD, mutually agree to the following terms and conditions for the August 3, 2022 teacher buy back professional development day.

I. SCOPE OF WORK

The CIS team will develop and facilitate two, two-hour sessions on each of the following topics:

Culturally Relevant Teaching

Grading for Equity (This session will include a section on the use of rubrics.)

Multi-Tiered System of Support (MTSS) Overview

Creating Effective and Positive Learning Environments

II. TERMS OF AGREEMENT

This agreement will be in effect July 1, 2022 – August 5, 2022

III. COMPENSATION

TUSD will pay SJCOE/CIS a total of \$3000 for this professional learning work (\$750 for half-day, customized sessions, including research and preparation time, for each of four CIS staff members.). Payment will be made upon receipt of invoice and no later than August 5, 2022.

IV. CERTIFICATION OF NON-EMPLOYEE STATUS

A. SJCOE certifies that at all times SJCOE is acting as an independent contractor and not as an employee of Tracy Unified School District. Tracy Unified School District agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents and employees of SJCOE against any and all claims which may result from this agreement.

B. SJCOE agrees to make no claim against Tracy Unified School District for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agree that SJCOE is not entitled to such benefits.

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

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

SAN JOAQUIN COUNTY OFFICE OF EDUCATION

TRACY UNIFIED SCHOOL DISTRICT

Lauren Dinubilo, Director If
Continuous Improvement and Support, SJCOE

Erin Quintana, Director
Tracy Unified School District

Date

Date



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

P.O. Box 213030
Stockton, CA 95213-9030
(209) 468-4800
www.sjcoe.org

Jane Steinkamp, Assistant Superintendent
Educational Services
San Joaquin County Office of Education

Date

Julianna Stocking, Associate Superintendent
Educational Services
Tracy Unified School District

Date

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

Date

EDUCATE • INNOVATE • INSPIRE

Post Office Box 213030 • Stockton, CA 95213-9030 • (209) 468-4800 • www.sjcoe.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 San Joaquin County Office of Education, Continuous Improvement and Support Department, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Developing and Facilitating professional development sessions during TUSD Buy Back Day on August 3rd, 2022.

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

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

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

- a. District shall pay \$ 3,000 per [] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 3,000. 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 July, 2022, and shall terminate on August, 2022.

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 _____

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. Brian Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Ed Services
DATE: May 4, 2022
SUBJECT: **Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During the 2022-2023 School Year**

BACKGROUND: Tracy Unified School District (TUSD) seeks professional learning opportunities to support all teachers with Unconscious Bias training.

RATIONALE: The San Joaquin County Office of Education's Continuous Improvement Support Team will provide an unconscious bias virtual workshop that has been researched, developed, and facilitated for Tracy Teachers. This exploring unconscious bias together professional learning workshop will provide a helpful overview of unconscious bias and how it intersects in school settings with identity, diversity, equity, and inclusion. Sometimes referred to as implicit bias, or more recently automatic processing, unconscious biases are quick, involuntary associations all of our minds make, every day. In this workshop, we will explore how we can make our unconscious biases more conscious, so that we can make more thoughtful decisions in support of students and families.

The County Office will provide six (6) days of service during Early Release Wednesdays during the 2022-2023 school year. The workshops will support all TUSD teachers. This request supports District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing student's academic, social, and emotional potential. 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 unconscious bias training is not to exceed \$5,250 and will be paid by District staff development funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with San Joaquin County Office of Education Continuous Improvement and Support, to Provide Unconscious Bias Training for all Teachers During the 2022-2023 School Year.

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



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding will serve as an agreement between:

SAN JOAQUIN COUNTY OFFICE OF EDUCATION (SJCOE)
Continuous Improvement and Support (CIS)
and
TRACY UNIFIED SCHOOL DISTRICT (TUSD)

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

I. SCOPE OF WORK

CIS will prepare and facilitate 1-hour virtual Professional Learning sessions for K-12 TUSD teachers on Cultural Responsiveness to support TUSD's goal of unconscious bias awareness, as well as a 1-hour make-up session on Unconscious Bias for teachers who were unable to attend during 21-22. In addition, CIS will prepare an asynchronous option for first year Unconscious Bias training for teachers and staff unable to attend the make-up session on September 14, 2022. Sessions will occur on the following dates during Early Release Mondays (ERM):

- September 14, 2022 (First-year make-up on unconscious bias)
- January 11, 2023
- January 18, 2023
- January 25, 2023
- February 8, 2023
- February 15, 2023

II. TERMS OF AGREEMENT

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

III. COMPENSATION

- a. Professional Development Costs: \$750 X 6 sessions = \$4,500.
b. Preparation and Planning Costs: \$750 X 1 day = \$750.

IV. TERMINATION OF MEMORANDUM

- a. This agreement can be terminated by either party with 30 days advance written notice.

V. CERTIFICATION OF NON-EMPLOYEE STATUS

- a. SJCOE certifies that at all times SJCOE/CIS is acting as an independent contractor and not as an employee of TUSD. TUSD agrees to indemnify and hold harmless the County Superintendent, Board of Education, officers, agents, and employees of SJCOE against any and all claims which may result from this agreement.
b. SJCOE agrees to make no claim against TUSD for any vacation, sick leave, retirement benefits, social security, medical benefits, workers' compensation benefits, unemployment benefits or any other benefits usually provided to employees and expressly agrees that SJCOE is not entitled to such benefits.

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

☐ Yes ☐ No
☐ Yes ☐ No

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County office of Education Continuous Improvement and Support, 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: Approve Agreement for Special Contract Services with San Joaquin County of Education (SJCCE) Continuous Improvement and Support (CIS), to provide Uncounscious Bias Training for all Teachers During the 2022-2023 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 virtual.

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

- a. District shall pay \$ 5,250 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 5250. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July, 2022, and shall terminate on June, 2023.

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

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

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. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 24, 2022
SUBJECT: Approve Agreement for Contract Services between Faith In Action Community Education Services and Tracy Unified School District for the 2022-2023 and 2023- 2024 School Year

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

RATIONALE: FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialist who represent our student population and proven success impacting student behaviors. They will provide one behaviorist for a total of 7 hours daily at the following sites: Art Freiler Elementary School, North Elementary School as well as Poet Elementary School beginning August 8, 2022 and continuing through the end of the 2024 school year. 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. FACES will be offering services to our students and 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: Expenses from the 2022- 2023 and 2023- 2024 regular school year and related services not to exceed \$1,584,000. Special education contract expenses are funded through 602 funding for special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

RECOMMENDATION: Approve Agreement for Contract Services between Faith In Action Community Education Services and Tracy Unified School District for the 2022-2023 and 2023-2024 School Year.

PREPARED BY: Mr. Sean Brown, Director of Special Education

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Faith in Action Community Education Services 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: Provision of services is needed to gather data on student achievement with support measures in place. Data collected will be utilized in future IEP meetings to determine appropriate placement and/or services for student. This addresses District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Sites to include Freiler, North and Poet.

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 360 () | 1 HOURS | ☒ 1 DAYS, under the terms of this agreement at the following location Freiler, Poet and North.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$ 140.00 per ☒ 1 HOUR | 1 DAY | 1 FLAT RATE, not to exceed a total of \$ 1,584,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District | | SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ ⁻⁰⁻ for the term of this agreement.
 - c. District shall make payment on a | | MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2022, and shall terminate on June 30, 2024.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature Title

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



RATE CARD FOR SCHOOL RELATED SERVICES 2022-2023

TRACY UNIFIED SCHOOL DISTRICT RATE CARD

PSYCHO-EDUCATIONAL ASSESSMENTS (ENGLISH)	1,000 PER ASSESSMENT
ACADEMIC ASSESSMENTS (Woodcock Johnson)	850 PER ASSESSMENT
SPEECH EVALUATION (ENGLISH)	900 PER EVALUATION
BEHAVIOR INTERVENTION PLAN	900 PER PLAN
WRITING IEP'S	500 PER IEP
*ERHMS COUNSELING (REIMBURSABLE TO SCHOOL THROUGH AB 114 FUNDS)	110 PER HOUR
SPEECH THERAPY (SLP)	110 PER HOUR
HOURLY RATE PSYCHOLOGIST	110 PER HOUR
*BEHAVIOR INTERVENTION SERVICE (REIMBURSABLE TO SCHOOL THROUGH AB 114 FUNDS) / BEHAVIOR THERAPIST	110 PER HOUR
PARENT COUNSELING	90 PER HOUR
GROUP COUNSELING	110 PER HOUR
INSTRUCTIONAL AIDE	60 PER HOUR

FAITH IN ACTION COMMUNITY EDUCATION SERVICES IS A CERTIFIED
NON- PUBLIC, NONSECTARIAN AGENCY. NPA ID: 9902045

Services with an * are reimbursable funds through AB 114. Check with SELPA for
reimbursement payment to schools.

401 E. Main Street
Stockton, CA 95202
209.870.0471
info@FACESedu.org
FACESedu.org

The bridge that connects the Community to the Education System



RATE CARD FOR SCHOOL RELATED SERVICES 2023-2024

TRACY UNIFIED SCHOOL DISTRICT RATE CARD

PSYCHO-EDUCATIONAL ASSESSMENTS (ENGLISH)	1,000 PER ASSESSMENT
ACADEMIC ASSESSMENTS (Woodcock Johnson)	850 PER ASSESSMENT
SPEECH EVALUATION (ENGLISH)	900 PER EVALUATION
BEHAVIOR INTERVENTION PLAN	900 PER PLAN
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*ERHMS COUNSELING (REIMBURSABLE TO SCHOOL THROUGH AB 114 FUNDS)	110 PER HOUR
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HOURLY RATE PSYCHOLOGIST	110 PER HOUR
*BEHAVIOR INTERVENTION SERVICE (REIMBURSABLE TO SCHOOL THROUGH AB 114 FUNDS)/BEHAVIOR THERAPIST	110 PER HOUR
PARENT COUNSELING	90 PER HOUR
GROUP COUNSELING	110 PER HOUR
INSTRUCTIONAL AIDE	60 PER HOUR

**FAITH IN ACTION COMMUNITY EDUCATION SERVICES IS A CERTIFIED
NON- PUBLIC, NONSECTARIAN AGENCY. NPA ID: 9902045**

Services with an * are reimbursable funds through AB 114. Check with SELPA for reimbursement payment to schools.

401 E. Main Street
 Stockton, CA 95202
 209.870.0471
 info@FACESedu.org
 FACESedu.org

The bridge that connects the Community to the Education System



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 9, 2022
SUBJECT: Approve Out of State Overnight Travel for the Director of STEM and the STEM Learning Accelerator Coordinator to Attend the International Society for Technology in Education Annual Conference in New Orleans, Louisiana on June 26 through June 29, 2022

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education in collaboration with the Community Training and Assistance Center (CTAC). The award supports TUSD in creating Leadership of STEM: The PreK-12 STEM Pathway, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. One of the requirements for receiving this funding is to disseminate information about this project throughout the state and the nation. The International Society for Technology in Education (ISTE) annual conference is an event that will allow for the dissemination of the PreK-12 STEM program. A proposal to share the PreK-12 STEM program was submitted to ISTE and has been accepted. We will leave the DEC on the morning of 6/25/2022 and fly from the Sacramento International Airport and arrive in the evening at the New Orleans International Airport. We will then attend the ISTE conference all day on 6/26/2022 through 6/29/2022 and then return after the conference.

RATIONALE: Attending the ISTE conference will allow for the national dissemination of the PreK-12 STEM program. This will allow for the TUSD's PreK-12 STEM units and implementation to be shared with districts, schools, and teachers from throughout the nation and fulfill grant requirements aligned with the dissemination goals of the PreK-12 STEM program. In addition, attendance at the ISTE conference by the STEM Director and the STEM Learning Accelerator Coordinator will allow them to attend workshops to learn about current trends in science education and educational technology. 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, 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 flights, hotel, registration, transportation, and meals will be approximately \$6,400. This will be paid by the EIR STEM grant funds.

RECOMMENDATION: Approve Out of State Overnight Travel for the STEM Director and STEM Learning Accelerator Coordinator to Attend the International Society for Technology in Education Annual Conference in New Orleans, Louisiana on June 26 through June 29, 2022.

PREPARED BY: Mr. Dean Reese, Director of STEM Curriculum and Local Assessment.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 29, 2022
SUBJECT: **Approve Overnight Travel for Tracy High School Leadership to Attend the CADA Leadership Summer Camp in Santa Barbara, CA on July 17-21, 2022**

BACKGROUND: Tracy High School Leadership, consisting of seven students and Advisor, Cameron Chitwood will attend the camp. The students will be transported by District van driven by Cameron Chitwood. Students will be staying in the UCSB student dorms, supervised by the CADA Leadership Team and their Advisor.

RATIONALE: Tracy High Leadership seek continued growth, collaboration and training to bring ideas and inspiration back to their school and community. With the recent adoption of the Leadership Course at Tracy High this training offers the opportunity for students and their advisors to continue their training and development to align with the CADA Leadership Standards. This aligns with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Registration, meals, lodging and transportation will cost approximately \$5,500.00. Tracy High School ASB will cover the cost up to \$1,500.00. Students who choose to attend will cover the cost of registration with additional fundraising opportunities to decrease the cost of the trip. Students will pay for additional food and miscellaneous expenses. Scholarships are available for student(s).

RECOMMENDATION: Approve Overnight Travel for Tracy High School Leadership to Attend the CADA Leadership Summer Camp in Santa Barbara, CA on July 17-21, 2022.

Prepared by: Jason Noll, Tracy High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 10, 2022
SUBJECT: Approve Out of State Travel for the West High Journalism Advisor to attend the JEA Advisors Institute in New Orleans, LA
July 11-14, 2022

BACKGROUND: The JEA Advisors Institute brings journalism teachers from across the United States for a week of advisor specific training and networking, including preparation and testing for Certified Journalism Educator status.

RATIONALE: This is an opportunity for West High Journalism advisor Alana Escalante to grow the journalism program into a communications pathway. She will be able to attend seminars and network to find best instructional practices. This aligns with Strategic Goal #1 Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: Hotel, meals, mileage, registration, air and ground transportation costs will total approximately \$3,500.00, to be paid by West High Title 1 funds for professional development.

RECOMMENDATION: Approve Overnight Travel for the West High Journalism Advisor to attend the JEA Advisors Institute in New Orleans, LA July 11-14, 2022.

PREPARED BY: Ms. Annabelle Lee, West High School Principal.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 11, 2022
SUBJECT: Receive Update on Quarterly Williams Uniform Complaint Report
for the Quarter Ending April 15, 2022

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 January 15, 2021 – April 15, 2022 reporting period.

RATIONALE: The quarterly report for the period of January 15, 2022 through April 15, 2022 has been submitted to the San Joaquin County Office of Education and must be reported to the local school board. The report summarizes the complaints received through the Williams Uniform Complaint process as well as the resolution of each of those complaints. This report supports Strategic District Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and Strategic District Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: No cost.

RECOMMENDATION: Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2022.

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

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

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

Quarterly Report Submission Date:
(Check one)

- ☐ January 15, 2022
☒ April 15, 2022
☐ July 15, 2022
☐ October 15, 2022

Date for information to be reported publicly at governing board meeting: _____

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. Brian Stephens

Print Name of District Superintendent



Signature of District Superintendent

4.12.22

Date



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 11, 2022
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>
Johnson, Monica Speech Language Pathologist	District Wide	6/9/2022	Personal
Stagnaro, Michael	Bohn	6/30/2022	Transferring to Assistant Principal at Tracy High
Stephens, Brian	DEC	6/30/2022	Retirement

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Souza, Daniel Social Science	MVMS	5/27/2022	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Sandoval, Nancy K/1 st grade SDC	Bohn	5/30/2022	Retirement

BACKGROUND:NAME/TITLESITE**CLASSIFIED RETIREMENTS**EFFECTIVE
DATEREASONElhag, Elhag
Utility Person II

MOT

6/1/2022

Retirement

Poppoff, Sharon
Therapeutic Behavior Para

Sped

8/1/2022

Retirement

Tencati, Carol
Elementary Attendance Clerk

Villa

7/1/2022

Retirement

BACKGROUND:NAME/TITLESITE**CLASSIFIED RESIGNATION**EFFECTIVE
DATEREASONAldridge, Tiffany
Clerk Typist I

Central

5/30/2022

Personal

Avila, Kimberlee
School Supervision Assistant

Kelly

5/30/2022

Personal

Cusumano, Natale
Utility Person II

MOT

5/1/2022

Accepted H.S.
Custodial Supervisor/
Maintenance
Mechanic positionHarrison, Dominique
Utility Person III

MOT

5/13/2022

Personal

Naicker, Melina
School Supervision Assistant

Kelly

5/19/2022

Personal

Sedillo, Jennifer
H.S. Library Technician

THS/WHs

6/3/2022

Personal

Wilson, Shaun
Utility Person II

MOT

5/12/2022

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. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 11, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

Stagnaro, Michael

MANAGEMENT/CLASSIFIED CONFIDENTIAL

Tracy High School
Assistant Principal (Replacement)
LME, Class 54, Step H \$149,952.00
Fund: General

BACKGROUND:

Jayne, Ann

CERTIFICATED

George Kelly School
5th grade (Replacement)
"B" Step 22, Class VI, \$110,566.00
Fund: General

Donovan, Audrey

Art Freiler School
8th grade (Replacement)
"B" Step 6, Class VI, \$72,982.00
Fund: General

Landin, Jesus Hector

Kimball High School
Biology (Replacement)
"B" Class IV, Step 1, \$59,438.00
Fund: General

Patel, Margi

Monte Vista Middle School
Special Education, RSP (New)
"A" Class I, Step 3, \$56,987.00
Fund: Special Education

Scott, Leighton

West High School
English (New)
"B" Class III, Step 1, \$59,560.00
Fund: General

BACKGROUND:

CLASSIFIED

Banda, Kandice

H.S. Library Technician (Replacement)
Kimball High
5 hours per day
Range 31, Step A - \$19.24 per hour
Fund: State Lottery

Biyani, Payel

Special Ed Para Educator I (Replacement)
Freiler
6 hours per day
Range 24, Step C - \$17.94 per hour
Fund: Special Education

Carter, Patricia

School Supervision Assistant (Replacement)
Monte Vista
2 hours per day
Range 21, Step C - \$16.74 per hour
Fund: General Fund

Cerrillos, Rafael

Utility Person III (Replacement)
MOT/Poet
8 hours per day
Range 38, Step C - \$24.87 per hour
Fund: Special Ed-Transportation, General Fund,
Ongoing and Major Maintenance

Cusumano, Natale

H.S. Custodial Supervisor/Maintenance
Mechanic (Replacement)
MOT/Kimball High
8 hours per day
Range 50, Step A - \$29.98 per hour
Fund: General Fund

Fonseca, Juana

H.S. Administrative Secretary (Replacement)
Tracy High

	8 hours per day Range 32, Step D - \$22.62 per hour Fund: General Fund
Gomez, Maira	Para Educator I (Replacement) Hirsch 3 hours per day Range 24, Step C - \$17.94 per hour Fund: Targeted SES
Gonzalez, Adrian	Utility Person III (Replacement) MOT 8 hours per day Range 38, Step C - \$24.87 per hour Fund: Special Ed Transportation, General Fund
Karuturi, Vasanthi	Special Ed Para Educator (Replacement) Jacobson 6.5 hours per day Range 24, Step A - \$16.35 per hour Fund: Special Education
Lee, Christine	Special Ed Para Educator I (New) McKinley 4 hours per day Range 24, Step C - \$17.94 per hour Fund: Special Education
McCullar, Jennifer	Career Education Technician (Replacement) Tracy High 6 hours per day Range 32, Step D - \$22.62 per hour Fund: General Fund
Monascal, Mariana	Para Educator I (New) Tracy High 8 hours per day Range 24, Step A - \$16.35 per hour Fund: ELO Grant
Woodley, Athina	Para Educator I (New) North 8 hours per day Range 24, Step A - \$16.35 per hour Fund: ELO Grant

BACKGROUND:

Leconte Vaughn

Derek Sundquist

COACHES

Football- Frosh Head
Kimball High
Stipend: \$5939.30

Volleyball- Varsity Girls'
West High
Stipend: \$ 6358.61

RECOMMENDATION: Approve Classified, Certificated and/or Management Employment

Prepared by: Tammy Jalique, Associate Superintendent of Human Resources



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: May 10, 2022
RE: Approve Speech-Language Pathology Variable Term Waiver

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

RATIONALE: In reviewing staffing needs for the 2022-2023 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Speech-Language Pathology.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Speech-Language Pathology Variable Term Waiver

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 a Speech-Language Pathology credential. The individual(s) will be provided orientation, guidance, and assistance during the valid period of the waiver.

Melissa Delgadillo; District Wide; Speech-Language Pathologist

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent for Human Resources
DATE: May 13, 2022
RE: Approve a Variable Term Waiver for Administrative Services

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

RATIONALE: In reviewing staffing for the 2022-2023 school year it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in the area of Administrative Services.

FUNDING: None.

RECOMMENDATION: Approve a Variable Term Waiver for Administrative Services

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

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

DECLARATION

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

Maria Rojas; District; STEM Coordinator

AYES:

NOES:

ABSTAIN:

ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 13, 2022
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 has instituted the use of the Provisional Internship Permit (PIP) effective July 1, 2005. It allows an employing agency to fill staffing needs by hiring individual(s) who have not yet met the subject matter competence requirement for an internship program. This permit can only be requested by the employing agency. The permits are issued for one year and service is restricted to that employing agency.

RATIONALE: The Provisional Internship Permit allows the employing agency to fill staffing needs by hiring individuals who have not yet met the subject matter competence requirement for an internship program. This agenda item meets District Goal #2: Hire, support, develop, train and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve a Declaration for a Provisional Internship Permit

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

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

DECLARATION

The Governing Board of Tracy Unified School District declares that the District has elected to employee the following teacher under a Provisional Internship Permit. The individual will be provided orientation, guidance and assistance during the valid period of the permit. They will also be provided assistance to seek and enroll 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

Caroline McMinimy; Education Specialist; Monte Vista Middle School
Heather Rodriguez; Multiple Subject; Monte Vista Middle School

AYES:
NOES:
ABSTAIN:
ABSENT:

Board President

Date: _____

ATTEST:

Board Vice President

Date: _____



BUSINESS SERVICES MEMORANDUM

TO: Brian Stephens, Superintendent
FROM: Robert Pecot, Assistant Superintendent for Business
DATE: May 4, 2022
SUBJECT: Receive Report on Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75

BACKGROUND: In June 2015, the Governmental Accounting Standards Board (GASB) issued Statement Number 75, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, which addressed how state and local governments should account for and report their costs and obligations related to postemployment healthcare and other nonpension benefits. Collectively, these benefits are commonly referred to as Other Postemployment Benefits (OPEB), and the statement is commonly referred to as "GASB 45."

The GASB is the independent, not-for-profit organization formed in 1984 that establishes and improves financial accounting and reporting standards for state and local governments. Its seven members are drawn from the Board's diverse constituency, including preparers and auditors of government financial statements, users of those statements and members of the academic community.

GASB Statement 45 provided regulations for Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions, and was issued in 2004. Although GASB had issued previous statements about OPEBs, namely GASB 25 and 27, GASB 45 resulted in significant changes to the reporting requirements for governmental agencies. In 2012, Statements 67 and 68 amended GASB Statements 25 and 27. GASB has now released Statement 75, a 300 page document to further outline and expand upon the requirements required from earlier statements. In addition, Statement 73 (128 pages), Statement 74 (108 pages), complete the reporting regulations that apply to OPEB. The GASB website in their June 20, 2015 News release states, "the new OPEB standards parallel the pension standards issued in 2012 GASB Statement No. 67, Financial Reporting for Pension Plans, and GASB Statement No. 68, Accounting and Financial Reporting for Pension. Together, the pension and OPEB standards provide consistent and comprehensive guidance for all post-employment benefits."

The package of regulations (GASB 67, 68, 73, 74, 75) regulate how state and local governments calculate and report on financial statements, the costs associated with defined benefit OPEB plans.

- Government employers that do not prefund OPEB obligations will have to record a gross OPEB liability, while those that fund their OPEB plans through a trust that meets the specified criteria will have to record a net OPEB liability in their accrual-basis financial statements based on the plan fiduciary net position rather than plan funding.
- The new standard will make a government's obligations more transparent, and many governments will likely report a much larger liability.
- There are varying reporting requirements depending on whether the OPEB plan is administered through a trust that meets the following criteria:
 - Contributions from employers and non-employer entities contributing to the plan and earnings on those contributions are irrevocable.
 - OPEB assets are dedicated to providing OPEB to plan members in accordance with the benefit terms.
 - OPEB plan assets are legally protected from the creditors of employers, non-employer contributing entities, the OPEB plan administrator and plan members.
- OPEB benefits that are not provided through a trust are subject to the requirements in GASB Statement 68 and Statement 73 and 75.
- GASB does not require Governments to Fund OPEB (Technical Line, July 22, 2015)

Governmental employers that provide OPEB may choose how they wish to pay for the OPEB obligations. The GASB requirements then define based on those choices how the obligations are reported on financial statements. The options available include the following:

1. Pay As You Go
 - a. Current Practice (Note: But, we have begun to combine pay as you go with an informal prefund model)
 - b. Is legal
 - c. Not necessarily prudent
 - d. Liability rises over time
 - e. Liability never goes away
2. Prefund Informal
 - a. Revocable
 - b. Local District Fund
 - c. No Contribution Plan
 - d. Pay when dollars are available
 - e. Investment earnings is typically significantly lower over the long term and restricted to portfolio of investments by the County Treasurer
 - f. Minimizes future cost impacts
 - g. Provides future financial flexibility
 - h. Spreads the obligation over many years
 - i. Demonstrates prudent financial practices
 - j. Does not reduce Overall Liability
3. Prefund Formal

- a. Irrevocable Trust
- b. Administered by a third party
- c. Pay As You Go plus some Defined Funding Plan
- d. Typical amortization is 30 years
- e. Minimizes future cost impacts
- f. Provides future financial flexibility
- g. Spreads the obligation over many years
- h. Demonstrates prudent financial practices
- i. Provides greater investment flexibility
- j. Higher rate of return on investment
- k. Reduces Overall Liability

The Governmental Finance Officers Association (GFOA) recommends creating a qualified trust fund to prefund OPEB obligations. The GFOA also recommends that if an individual trust is created, consultation with legal counsel is necessary to ensure that the trust is established and administered properly.

RATIONALE: The first step in preparing to implement GASB 75 is to conduct an actuarial study. Total Compensation Systems, Inc. is a health actuarial consulting firm specializing in California public school employers. Their services have been utilized by the San Joaquin County Office of Education, who recommended them to TUSD.

FUNDING: None.

RECOMMENDATION: Receive Actuarial Study of Post Employment Benefits In Support of Governmental Accounting Standards Board Statement 75.

PREPARED BY: S. Reed Call, Director of Financial Services.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 5, 2022
SUBJECT: Authorize the Director of Maintenance, Operations and Transportation to Purchase Two (2) Twenty-Four Passenger Buses to Accommodate Additional Special Education Students

BACKGROUND: Tracy Unified School District will experience an increase in special education students in the upcoming 2022-2023 school year. Three special education classes are being added allowing the District to expand services for our special needs students. Two (2) SDC PreK classes are being added at North School and (1) class is being added to McKinley ES for their TK program. The added classes will increase our need for mandated services for transportation.

RATIONALE: To ensure the District has adequate equipment to provide these mandated services, TUSD must purchase two (2) additional buses for the new classes. The estimated cost is \$210,000.00. Fuel and maintenance for the new routes would be approximately \$30,000.00 per year per vehicle based on current fuel prices.

FUNDING: The total one-time cost of two (2) buses will not exceed \$210,000.00 to be paid from the unrestricted ending balance of the General Fund. The total on-going cost is approximately \$30,000.00 per vehicle, which will increase the encroachment of the special education transportation program.

RECOMMENDATION: Authorize the Director of Maintenance, Operations and Transportation to Purchase Two (2) Twenty-Four Passenger School Buses to Accommodate Additional Special Education Students.

Prepared by: Anthony Flores, Director of Maintenance, Operations, and Transportation.



3418 52nd Ave. Sacramento CA 95823

Quote #22671

April 26, 2022

(408) 688-4774

<https://a-zbus.com>



Gabe Hightman

ghightman@a-zbus.com

(408) 688-4774

2022 Micro Bird G5 GM 200

Customer: Tracy Unified School District

Mailing: 1875 W. Lowell Avenue

Address: Tracy, CA 95376-4095

Attn: Lisa Sawyer

Phone: (209) 830-3200

Email: lsawyer@tusd.net

Quantity: 2

GVWR: 14,200

Engine: GM 6.6L Gas

Fuel Type: Gas

Fuel Port: Standard

Capacity: 22 Amb 1 WC 2 CRS 6 VAR WC

AC: MCC 55K + OEM EV/RR/Wall 2 Comp Skrt

Wheelbase: 159"

Transmission: 6 Speed Auto w/OD

Suspension: Spring/Spring

Brakes: Hyd

Upholstery: Blue

WC Lift: Braun Century 800#

Body Content

- BODY MOUNT CUSHIONS (PUCK)
- EXTERIOR PAINT YELLOW
- ACCESSORY POWER CIRCUITS
- BODY FLAT FLOOR 158/159" 76"
- PANEL BELOW WINDOW - ALUMINUM
- STRUCTURAL CAGE
- DECAL "?????? FUEL ONLY"
- DECAL MICRO BIRD ENG YLW BACK
- DECAL -SCHOOL BUS-
- CLEAR GLASS ENTRANCE DOOR
- DOD ELECT CONTROL
- DECAL EMERGENCY DOOR
- EXTERIOR SKINS
- EXT WINDOW TRIM
- DOUBLE OPENING DOOR 32 IN
- FORD OR GM CONSOLE FOR SWITCHES
- INT & EXT FINISHING PARTS
- STANDARD FRONT STRUCTURE
- FLOOR STEEL GALVANIZED 14GA
- ENTR GRAB LH 1 1/4 IN LH SS PLAIN
- GLOVE COMPARTMENT
- GRAVEL SHIELDS MOLDED
- DRIP RAILS
- HEATER HOSE ONLY (1X)
- INT MIRROR 6X16 IN
- PNT ROOF SKINS 0 R/H SPEAKERS STD
- INTERIOR FINISH STANDARD
- STANDARD LED DOME LIGHTS
- IDENTIF.& CLEARANCE LIGHTS LED

- DIRECTIONAL LED LIGHTS NO ARROW
- DEC BIRD BLACK
- STEPWELL LED LIGHT
- LICENSE PLATE LIGHT LED
- REFLECTORS REAR (4) RED-3M
- LIFT DOOR 2 LEAVES REAR
- STOP & TAIL LED LIGHTS
- RR DOOR LATCH/SLIDE BAR/3 POINT
- MORE VIEW W/CLEAR GLASS TEMPERED
- NO WHEEL HOUSINGS
- PAINT EXTERIOR SCHOOL BUS YELLOW
- REINF.PLATE HDCP DOOR 403/404 G5
- PAINT ROOF WHITE G5
- EMERGENCY EXIT AJAR BUZZER
- TELESCOPIC RETAINER REAR DOOR
- RR DOOR 2 GLASSES
- REAR CAP SB OR COM STANDARD
- REFLEC TAPE EMER/D YELLOW 3M
- RUB RAIL FLOOR LEVEL
- RUB RAIL BLACK
- RUB RAIL SEAT LEVEL
- REAR STRUCTURE STANDARD
- FMVSS 210 SEAT BELT ANCHORAGE
- STANDARD FLOOR STRUCTURE
- ELEC SYS W/SOLENOID 200A
- CENTRAL SPEAKERS IN CEILING
- STATIC ROOF VENT
- TRIANGULAR WARNING DEVICE
- SHUT-OFF VALVE UNDER BODY(AUX HEAT)
- WHEEL TRIM BLACK
- SEQUENTIAL 8WAY SYSTEM
- WIRING SYSTEM STANDARD
- BLACK ARROW 6IN INSIDE EMER/D
- BBX DOOR STD
- BATT BOX LEFT SIDE REAR W/AUX BATT
- "STOP WHEN RD LIGHTS FLASH" 6"DECAL
- DECAL BATTERY LOCATION

- EMER/OVERRIDE SWITCH W/WSQ AND WPB
- CHILD CHECK EP1 - CA SPEC
- EXTINGUISHER 5 LBS
- TWO (2) HANDICAP DECALS (2) 6X6
- HOOD OVER WARNING LAMPS (BLACK)
- INTERLOCK REAR EMER.DOOR RED LIGHT
- INTERLOCK LIFT WITHOUT KEY
- JOINT STRENGTH STEEL FLR C/FMVSS221
- LIFT DOOR SWITCH 2ND DOOR
- PILOT LIGHT DASH - EMERGENCY EXITS
- PILOT LIGHT/DASH LIFT DOOR GREEN
- BUZZER FOR OPEN LIFT DOOR
- 4 X L-TRACK FULL LENGTH W/SEAT LH
- MUD FLAPS
- PLYWOOD 5/8"
- SEAT SPACING INSTRUCTIONS DECAL FOR
- TRACK SEATING SEAT SUPPORT
- WINDOW TRIM PROTECTION
- G5 SIDE SKINS REINFORCEMENTS
- A/C MCC 55K+OEM EV/RR/WALL W/CON 2C
- ADDITIONAL LEAF SPRING (1)
- CEW BARRIER STANDARD RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLK
- CEW BARRIER STANDARD RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLK
- BACKING SAFETY HORN SAE 112DBA
- BACK-UP CAM W/SCREEN IN MIR ROSCO
- BLACK AROUND WARNING LAMPS DELETE
- ENTRANCE STEP RISER BLACK ZENITH
- SMOOTH BLK FLOOR W/WHITE NOSE - ZEN
- ENTR GRAB RH 1½ IN SS PLAIN

- HEATER REAR 26000BTU (WALL MOUNT)
- INT FRONT SKINS REINFORCED
- INT FINITION RR W/A/C MCC 55K
- 39 IN KICK PANEL UNDER LH BARRIER
- 39 IN KICK PANEL UNDER RH BARRIER
- DOME LIGHTS ON BATTERY
- DOME LIGHTS REAR WITH SWITCH
- BRAUN LIFT CENTURY FMVSS 34X51
- BACK-UP LIGHTS LED
- READING LIGHT ABOVE DRIVER LED
- LEG T/S CEW DOUBLE QSTRAINT
- LEG TRACK CEW ANGLE QSTRAINT
- LIFT/D GLASS (2) DARK TINT (26%)
- WHITE STROBE LED LIGHT ON BATTERY
- EXTERIOR LIGHTS LED ENTRANCE DOOR
- EXTERIOR LIGHTS LED SIDE LIFT DOOR
- HDCP DOOR HANDLE WITH KEY
- L-TRK W/C BELTS Q-STR.RET.W/WALL TR
- 4 X L-TRACK FULL LENGTH W/SEAT RH
- MIRROR ROSCO SB HTD W/TIMER
- HPADS GREY W/AC RR 55K W/RR/D
- PAINT WHEEL YELLOW
- REAR DOOR GLASS (2) DARK TINT 26%
- RUNNING BOARD LEFT ALUMIN. PAINTED
- RADIO AM/FM/CD/USB MB WITH PA
- RUB RAIL SKIRT
- SIDE SKIN SUPP & M/FLAP W/BBX & A/C
- STOP ARM SMI STOP LED/STROBE REAR
- CEW SCHOOL ICS/3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL ICS/3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL 3PTS RIGID HI 30 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /LEFT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- CEW SCHOOL 3PTS RIGID HI 39 /RIGHT SIDE COLOR: /LVL: 1 BLU BLUE FIREBLCK /LIGHT PACKAGE /LATCH
- WALL MOUNT L-TRACK LH&RH SHLDR BELT
- UNDERCOATING BODY AND CHASSIS
- HEATER VALVE BLEEDER
- WIN S/S TINT 26%
- 8 WAY WIRING POWER ON BATTERY
- 2 BACK WINDOWS DARK TINT (26%)
- 8 WAYS STD LED STROBE 4 AMBER 4 RED
- FRONT CAP SB OR COM STANDARD

Chassis Content

- | | |
|--|---|
| <ul style="list-style-type: none"> • CHASSIS • RELOCATE EXHAUST TO REAR • AIR BAG DRIVER'S SIDE ONLY • SEAT FRONT BUCKET WITH VINYL TRIM • SCHOOL BUS CHASSIS EQUIPMENT • FRONT DASH AIR | <ul style="list-style-type: none"> • GVWR 14200 LBS • DAYTIME RUNNING LAMPS • TILT REARVIEW MIRROR • PROV.AUX.HEATER PLUMBING & WIRING • FUEL TANK 32 GALLONS / 121.1 LITERS |
|--|---|

- REAR AXLE RATIO: 4.10
- STABILITRAK SYSTEM
- COOLING EXTERNAL ENGINE OIL COOLER
- ALTERNATOR 220 AMPS
- ENGINE GAS 6.6L V8
- AUTOMATIC TRANSMISSION 6 SPD O/D
- EMISSION OVERRIDE (NY- YF5)
- WITHOUT SPARE TIRE
- POWER STEERING
- WHEEL 16 X 6.5 STEEL HD
- DUAL REAR WHEELS
- GM UPFITTER ALLOWANCE
- FLEET MAINTENANCE CREDIT
- TRANSPORTATION CHARGES
- DUAL BATTERIES EACH 770 AMPS
- ONSTAR DELETE
- BRAKE WARNING INDICATOR
- RADIO PROVISIONS ONLY
- HORN DUAL NOTE TONE
- LICENSE PLATE BRACKET
- FLEET PROGRAM
- VOLMETER TEMPERATURE & OIL PRESSURE
- STOP TURN SIGNAL CIRCUITS

- INTERMITTENT WINDSHIELD WIPERS
- TIRE FRONT LT225/75R16E ALS B/L DRW
- CALIFORNIA EMISSIONS
- HIGH BACK BUCKET DRIVER'S ONLY
- 159" WHEELBASE
- EQUIPMENT GR 2WT MODEL 4500 / GAS
- FRONT GAWR 4600 LBS
- FRONT BUMPER PAINTED BLACK
- STEERING COLUMN TILT TYPE
- RIGHT SIDE DOOR DELETE
- TRIM VINYL MEDIUM DARK PEWTER
- REAR GAWR 9600 LBS
- ALIGNMENT FORD
- BUMPER REAR - STEEL 3/16
- CHASSIS PREPARATION
- FUEL INTEGRITY REINFORCEMENTS
- GVWR 14,200LB GM
- HEAT SHIELD FOR FUEL TANK DELETE
- FUEL FILLER POT
- DRIVE LINE GUARD FRONT/REAR
- EXHAUST FLUSH TO BUMPER
- 4 WHEEL DISC BRAKES WITH ABS

Dealer Added Content

- Lettering
- Hand held stop sign & holder
- FE/FAK/DECALS - CA SPEC
- EP1 Child check safety system - Wired to CA spec

- Fog lights in front bumper
- Pad kit - Braun WC lift - Blue upholstery
- Safety belt for Braun lift
- WC Position adjacent to lift door
- Surlock Retractable Tie Downs - 4 Sets

Pricing

Unit Price:	\$95,552.83
Taxable Amount:	\$72,349.83
Non-Taxable Amount:	\$23,203.00
8.250 % Sales Tax Total:	\$5,968.86
Total Per Unit w/Tax Included:	\$101,521.69
Grand Total For 2 Unit(s):	\$203,043.38

Acceptance

Signature:  Title: Director MOT

Name: Anthony Flores Date: 5/5/22

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Tracy Unified School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their 5/24/22 (date) Board meeting. AF (Initial Here)

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

*This is a stock unit and is subject to prior sale.

*Above pricing DOES NOT reflect chassis incentives that may be available from Chevy at time of order and/or delivery. Chevy criteria would have to be met to apply and receive incentives.

All pricing valid for 90 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

Required Information

Delivery Address:

Initial here: AF

1875 W. Lowell Avenue Tracy, CA 95376-4095

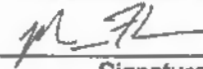
DMV Information:

Please confirm DMV registration name & address by signing below. Fill other sections as applicable.

Register To Name: TRACY UNIFIED SCHOOL DISTRICT

Register To Address: 1875 W LOWELL AVE TRACY, CA 95376

Signature Confirming DMV Address:



Anthony Flores, Director MOT

Signature, Name & Title

☐ Exempt

☐ Private

☐ Out of State | Customer Demand

Lettering Information:

Initial here: AF

Beltline Lettering: TRACY UNIFIED SCHOOL DISTRICT

CA #: 54167

Unit #s: 93 & 94

Lienholder Information: (if none, write "none")

Lienholder Name: None

Contact Person: _____

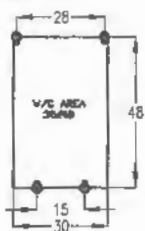
Contact Number: _____

Grant Information: (if applicable)

Agency Name: _____

Grant Deadline: _____

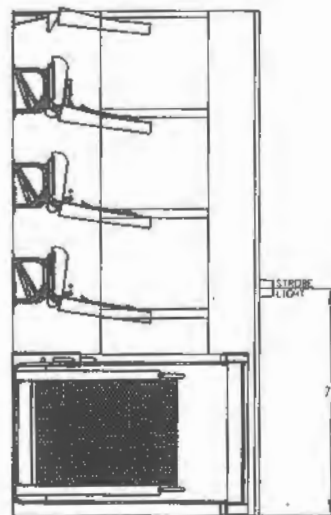
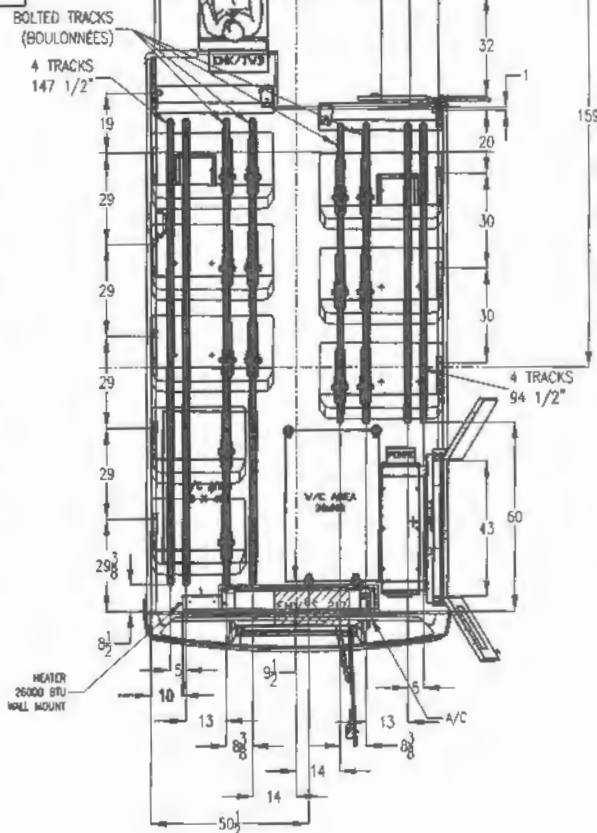
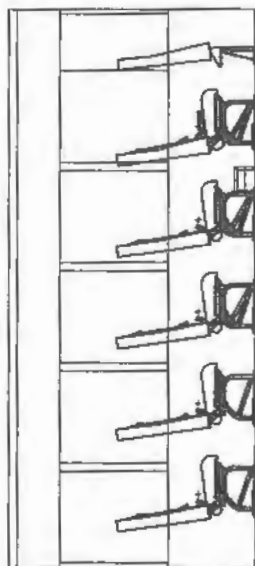
NOTE: The wheelchair restraint configuration for this bus is as shown below:



NOTE: The wheelchair restraint configuration for this bus is as shown below:



IMPORTANT NOTICE / AVIS IMPORTANT
VEHICLE CONFIGURATION AND CAPACITY ARE SUBJECT TO CHANGE TO REFLECT ANY AND ALL CHASSIS SPECIFICATIONS OF THE MODEL YEAR UNLIZED.
LA CONFIGURATION ET LA CAPACITÉ DE CE VÉHICULE SONT SUJETES À DES MODIFICATIONS APN DE TOUT COMPTE DES SPÉCIFICATIONS DU CHASSIS DE L'ANNÉE MODÈLE UTILISÉ.




*22+1WC/2CR - 18+2WC/2CR - 12+3WC/2CR - 6+4WC/2CR - 6WC TOTAL VARIABLE

SEAT	DIM.	SIDE	QTY	LEG
S2-CT	39	LH	1	*
S3-CT	39	LH	2	*
S3-CT	30	LH	2	*
S2-CT	39	RH	1	*
S3-CT	39	RH	2	*

Seat spacing =	See drawing	D.O.D.:	32"
APPROVED CONFIGURATIONS			
Total ambulatory passengers:	22	Total wheel chair passengers:	1
Load cap. (pass. + cargo):	**** kg	**** lbs	

A	2010/07/20	LR	DRAWING CREATION
REV.	YYYY/MM/DD	BY	DESCRIPTION
Stock Number:			
Customer Approval:			
Date:			

Drawn by : L ROY	 MICRO BIRD "GIARDIN"
MODEL: UGM5 CRM WSQ	
UNIT - INCHES	Drawing no. 044387
SCALE - DO NOT SCALE	
NOTED: Any option added to this floorplan shall be approved by the Corporation Micro Bird Inc. technical department.	

FOR QUOTATION ONLY
POUR SOUMISSION SEULEMENT



TRACY
UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: May 12, 2022
SUBJECT: Approve Naming Facility and Appoint Screening Committee

BACKGROUND: Board Policy 7310 states that "Schools or sites wishing to name an existing unnamed facility must first seek the approval of the Board to begin the naming process as outlined in Administrative Regulation 7310."

RATIONALE: A board member has proposed to name a facility. In accordance with AR 7310, staff is requesting approval to begin the naming process.

FUNDING: There is no cost.

RECOMMENDATION: Approve Naming Facility and Appoint Screening Committee.

Prepared by: Dr. Brian Stephens, Superintendent.



ADMINISTRATIVE SERVICES MEMORANDUM

TO: Board of Education
FROM: Dr. Brian Stephens, Superintendent
DATE: May 12, 2022
SUBJECT: Approve 2022-2023 Designation of CIF Representatives to League

BACKGROUND: Each year, the California Interscholastic Federation requires the district to designate the names of the league representatives to make sure that the league representatives are designated by the school district governing board.

RATIONALE: It is a legal requirement that league representatives be so designated. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices with the required time frame, CIF is required to suspend voting privileges for the affected schools. Our designated representatives are listed on the attachment.

FUNDING: N/A

RECOMMENDATION: Approve 2022-2023 Designation of CIF Representatives to League.

Prepared by: Dr. Brian Stephens, Superintendent.

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.**

TRACY UNIFIED SCHOOL DISTRICT School District/Governing Board at its MAY 24, 2022 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE JON WAGGLE POSITION PRINCIPAL
ADDRESS 315 E. 11TH ST. CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL iwaggle@tusd.net

NAME OF SCHOOL TRACY HIGH SCHOOL
NAME OF REPRESENTATIVE MATT SHRUT POSITION ATHLETIC DIRECTOR
ADDRESS 315 E. 11TH ST. CITY TRACY ZIP 95376
PHONE 209-830-3360 FAX 209-830-3361 E-MAIL mshrut@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE BILL MASLYAR POSITION PRINCIPAL
ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376
PHONE 209-830-6600 FAX 209-830-6601 E-MAIL wmaslyar@tusd.net

NAME OF SCHOOL KIMBALL HIGH SCHOOL
NAME OF REPRESENTATIVE NATE BOYER POSITION ATHLETIC DIRECTOR
ADDRESS 3200 JAGUAR RUN CITY TRACY ZIP 95376
PHONE 209-830-6600 FAX 209-830-6601 E-MAIL nboyer@tusd.net

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Brian Stephens Signature _____

Address 1875 W. Lowell Ave City Tracy Zip 95376

Phone 209-830-3201 FAX 209-830-3204 page 1 of 2

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE)** no later than June 28, 2022.

TRACY UNIFIED SCHOOL DISTRICT School District/Governing Board at its MAY 24, 2022 meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL WEST HIGH SCHOOL

NAME OF REPRESENTATIVE ANNABELLE LEE

POSITION PRINCIPAL

ADDRESS 1775 W. LOWELL AVE

CITY TRACY

ZIP 95376

PHONE 209-830-3370

FAX 209-830-3371

E-MAIL alee@tusd.net

NAME OF SCHOOL WEST HIGH SCHOOL

NAME OF REPRESENTATIVE STUART HASHIMOTO

POSITION ATHLETIC DIRECTOR

ADDRESS 1775 W. LOWELL AVE

CITY TRACY

ZIP 95376

PHONE 209-830-3370

FAX 209-830-3371

E-MAIL shashimoto@tusd.net

NAME OF SCHOOL

NAME OF REPRESENTATIVE

POSITION

ADDRESS

CITY

ZIP

PHONE

FAX

E-MAIL

NAME OF SCHOOL

NAME OF REPRESENTATIVE

POSITION

ADDRESS

CITY

ZIP

PHONE

FAX

E-MAIL

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Dr. Brian Stephens Signature _____

Address 1875 W. Lowell Ave City Tracy Zip 95376

Phone 209-830-3201 FAX 209-830-3204 page 2 of 2

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: May 4, 2022
SUBJECT: Adopt New and Revised TITLE IX Board Policies and Administrative Regulations as attached (First Reading)

BACKGROUND: TUSD was randomly selected for a Tracy High School CTE review with the Office of Civil Rights in February 2022. As a part of this review, specific updates and replacements were requested of our existing TITLE IX Board Policies and Administrative Regulations.

RATIONALE: To stay in compliance with the Office of Civil Rights, working with our attorney team of Sally Dutcher and Chelsea Tibbs of DWK, there are new and revised Title IX Board Policies and Administrative Regulations. These updates will be made in our 2022-2023 Board Policies/Administrative Regulations Database, Employee Handbooks, Student Handbooks. 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 New and Revised TITLE IX Board Policies and Administrative Regulations as attached (First Reading).

Prepared by: Mary Petty, Director of Student Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 10, 2022
SUBJECT: Approve School Site Single Plans for Student Achievement and Site Budgets for the 2022-2023 School Year

BACKGROUND: Each school site is required to develop a school plan (Single Plan for Student Achievement-SPSA). The SPSA includes an analysis of the prior year's assessment data, an evaluation of the progress toward meeting the goals for that year, establishment of goals and action plans for the new school year, and development of a budget to support the successful implementation of the action plans. The school plans are developed in a collaborative effort of the site administration, school staff, and parents. Each school's plan is approved by their School Site Council. The plans are reviewed by Directors in Educational Services to ensure all areas are addressed and funds are used appropriately. The development of a quality school plan requires sufficient time for all stakeholders to be involved in the process. It is this final product that is submitted to the Governing Board for approval. In the past few years, schools completed a preliminary SPSA in the spring, and then, once they had updated assessment and state accountability data in the early fall, they completed the full data analysis and school plan. With the shift to the new state accountability system that releases updates in December, the timeline for developing school plans has been shifted so that the full data analysis and development of the school plan occurs in the Spring for the following school year. The SPSAs being submitted for approval at this time are for the 2022-2023 school year.

RATIONALE: State law requires local Governing Board approval of each site's Single Plan for Student Achievement (SPSA). This item supports Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, and Goal #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.

RECOMMENDATION: Approve School Site Single Plans for Student Achievement and Site Budgets for the 2022-2023 School Year.

Prepared by: Tania Salinas, Director of Continuous Improvement, State & Federal Programs



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 13, 2022
SUBJECT: Approve TUSD Expanded Learning and Opportunities Grant Revised Plan

BACKGROUND: In response to the 2019 Novel Coronavirus (COVID-19) the U.S. Congress passed the CARES Act, which was signed into law on Friday, March 27, 2020.

This relief package provided states with both funding and streamlined waivers to give State educational agencies (SEAs) necessary flexibilities to respond to the COVID-19 pandemic. The relief package includes \$30.75 billion in emergency education funding.

EXPANDED LEARNING AND OPPORTUNITIES GRANT (\$4.557B Statewide)

TUSD: \$10.3 million-dollar apportionment, 449,000 of which needs to be spent on homeless students.

Eligibility: All LEAs are eligible. Funding is \$1,000 per homeless student plus LEA gets a proportionate share of the remaining pot based on their proportion of the statewide LCFF. The state estimates the second part is equivalent to about 6.8% of the LEA LCFF entitlement.

Condition 1: Implement a learning recovery program that, at a minimum, provides supplemental instruction, support for social and emotional well-being, and, to the maximum extent permissible under the guidelines of the United States Department of Agriculture, meals and snacks to, at a minimum, pupils who are eligible for free or reduced-price meals, English learners, foster youth, homeless pupils, pupils who are individuals with exceptional needs, pupils at risk of abuse, neglect, or exploitation, disengaged pupils, and pupils who are below grade level, including, but not limited to, those who did not enroll in kindergarten in the 2020–21 school year, those in danger of not meeting graduation requirements, credit-deficient pupils, high school pupils at risk of not graduating, and other pupils identified by certificated staff.

Condition 2: Adopt a plan by June 1, 2021, on a state created template (created within 21 days of bill passing) that describes how the apportioned funds will be used and submit the plan to the county office of education (charters submit to authorizer).

Condition 3: Use at least 85 percent of its apportionment for expenditures related to providing in-person services.

When the grant was first approved by the Tracy Unified School Board and awarded in the 2021-2022 school year, these funds were to be spent by August 31st, 2022. Winter of 2022, the expenditure window was extended to June 30, 2024.

RATIONALE: The information on TUSD Expanded Learning and Opportunities Revised Grant Plan describes the purpose of the grant and allowable expenditures to reflect an expenditure window ending June 30, 2024.

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 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: Expanded Learning and Opportunities Grant Funds.

RECOMMENDATION: Approve TUSD Expanded Learning and Opportunities Grant Revised Plan.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 3, 2022
SUBJECT: Approve the ASIR Visual Marketing MOU for the Tracy Unified School District CTE Department

BACKGROUND: TUSD CTE receives the Perkins V grant. Perkins V requires grant recipients to use a data-driven decision-making process on local planning and spending on career and technical education (CTE). For Perkins V, TUSD CTE reviews several elements: performance data, gaps among sub-groups of special populations, equity and access for special populations, and program size, scope and quality. In addition, TUSD CTE receives the Career Technical Education Incentive Grant which requires us to implement and maintain a CTE program meeting each of the 11 Elements of High Quality CTE. Of the 11 Elements, #10-Provides opportunities for pupils who are individuals with exceptional needs to participate in all programs states that "All students, including special populations are made aware of, encouraged to apply, and have full access to CTE pathway programs. CTE program utilizes multiple strategies to recruit, retain and support special populations, and works with families. Promotional materials and curriculum welcome diversity and are delivered in a non-discriminatory manner. Promotional materials present a broad range of career options, are translated into languages spoken by families in the school community, and highlight supports for special populations." TUSD's LCAP Action Item 44 for College and Career Readiness earmarked money to "Increase awareness of CTE programs and pathways in TUSD." TUSD's enrollment and completer data shows a need to increase awareness of CTE programs among our students with disabilities population as well as among our English learners and homeless and foster youth. For the 2020-2021 school year, our completer data showed that only 16% of our completers are students with disabilities, 6% were English Learners, and less than 1% were foster or homeless students.

RATIONALE: TUSD CTE would like to hire ASIR Visual Marketing in order to help increase equity and access to CTE programs at each comprehensive high school for all students, especially those from special populations such as the students with disabilities population, as well as, among our English learners and homeless and foster youth. ASIR Visual Marketing would design and produce videos for each of our fourteen CTE programs, each of our three high schools, and for the overall TUSD CTE. In addition, ASIR Visual Marketing would create and print rack cards that utilize Augmented Reality Technology to be used by staff and students to promote TUSD CTE at recruiting fairs and school sponsored events, as well as, Career

Technical Student Organization campaigns and competitions. ASIR Visual Marketing would also “rebrand” TUSD’s CTE department with a new logo and provide the district with variations of the logo to be used on promotional materials.

FUNDING: As required by CTEIG grant, TUSD CTE is required to use grant monies to supplement what is designated by our district’s LCAP. The CTEIG grant also requires a proportional dollar-for-dollar match (CTEIG Dollar to TUSD CTE LCAP Dollar.) Funding for this project will use \$50,000 of LCAP funding that has been designated to increase awareness of CTE programs and \$50,000 of CTEIG funds.

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

Prepared by: Sam Strube, Director of Adult Education and Career Technical Education.



MEMORANDUM OF AGREEMENT

April 15, 2022

CREATIVE SERVICES FOR TRACY UNIFIED SCHOOL DISTRICT (CTE)

This memorandum of Agreement is entered into this 15th day of April, 2022, constitutes an understanding by and between Tracy Unified School District (hereinafter referred to as "TUSD") and ASIR Visual Marketing (hereinafter referred to as "ASIR"), concerning Creative Services for Tracy Unified School District. Note that any deletions, additions, or modifications to this memorandum of Agreement must be mutually acceptable to both parties.

1.0 PURPOSE

The purpose of this Agreement is to provide creative services to market TUSD CTE programs to students, parents and community for support, promote program awareness and boost student engagements.

2.0 DELIVERABLES

Under the terms of this Agreement, ASIR will provide creative services to design and produce (and print where needed); 17 CTE videos, 14 rack cards, 14 Augmented Reality (AR) campaigns, photography for each program and a custom CTE logo design and branding. The deliverables will be broken up into the following sections:

2.1 CTE Videos

ASIR will design, shoot and produce 17 videos (14 programs and 3 schools) for TUSD including an intro and outro using newly developed CTE logo and branding for consistency and professionalism that represents TUSD. The videos will be between 2-3 minutes in length. This task will include the following:

- a. ASIR will meet TUSD representative (Sam Strube) and/or designee(s) prior to each video to discuss the subject matter of the video.
- b. Base on the goals and vision from the meeting ASIR will provide a storyboard and concept for the video
- c. ASIR will film on-location interviews and b-rolls.
- d. ASIR will develop a rough cut of each video. This video will be shared with TUSD for feedback.
- e. ASIR will deliver the final cut of each video in a digital format suitable for desktop, mobile and streaming services.

2.2 Rack Cards

ASIR will design and develop 14 custom rack cards to showcase each of the CTE programs TUSD currently has. This task will include the following:

- a. ASIR will meet TUSD representative (Sam Strube) and/or designee(s) prior to designing each rack card.
- b. ASIR will provide various design concepts for TUSD to choose prior to developing the cards.

2.2b Rack Card Photography

- a. ASIR will shoot candid and staged photos on-location of each of the CTE program.
- b. Photos will focus on students and teachers, both in action and staged.

2.2c Rack Card Printing

- a. ASIR will print and deliver 500 rack cards for each of the 14 CTE programs.

2.3 Augmented Reality (AR)

ASIR will conceptualize, design and execute 1 AR campaign for each of the 14 CTE program based on the rack card design. This task will include the following:

- a. ASIR will meet TUSD representative (Sam Strube) and/or designee(s) prior to developing any AR campaigns, to better understand what information is deem important to each CTE program and how the user interface/user experience (UI/UX) will be developed and programmed for maximum student engagement and effectiveness.
- b. Each campaign experience will have it's own analytics for better research and analysis of the types of student interaction each program is receiving.

2.4 CTE Logo Branding

ASIR will research, conceptualize and design a custom logo for TUSD CTE program.

- a. Upon completion of the CTE logo, ASIR will provide a brand style guide for TUSD internal and external use.

3.0 TIMELINE

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

4.0 COST

Below is the cost breakdown for the above mentioned deliverables. ASIR realizes the importance of this investment for TUSD. The value of each of these deliverables for students, parents and community is immense, however, collectively as a whole it would magnify the value and impact, give TUSD the most return on investment (ROI) and provide the best engagement for UI/UX experience for students, parents and the community. ASIR understands the importance and is willing to provide a 15% discount to TUSD to bundle all deliverables as one project.

4.1	CTE Videos	\$59,500
4.2	Rack Cards Design and Printing	\$19,000
4.3	AR Campaigns	\$25,900
4.3b	AR Yearly Subscription <i>*first year waived with campaign</i>	\$2,500
4.4	CTE Logo Branding	\$ 3,500
		TOTAL \$107,900
		BUNDLE TOTAL \$91,715

*Once the Agreement is signed and designed work has commence, any modification to the Agreement which results in the removal of any sections from (4.1 through 4.4) will void the 15% discount and all remaining sections (4.1 through 4.4) will be invoiced at the original rate.

5.0 PAYMENT

ASIR will invoice TUSD upon completion of each section from (4.1 through 4.4).

6.0 AMENDMENTS AND MODIFICATIONS

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

7.0 TERMINATION

Either TUSD or ASIR may terminate this Agreement upon at least thirty (30) days prior written notice to the other party, with such termination to be effective (30) days from when the notice of termination is provided. TUSD will pay ASIR for all work performed (based the percentage of sections (4.1 through 4.4) ie. If 50% of CTE videos are done, TUSD will be responsible for paying 50% of \$59,500), up to when the notice of termination is provided.

8.0 LIMITATION OF DAMAGES

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

9.0 DISCLAIMER

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

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

10.0 APPLICABLE LAWS

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

11.0 INDEMNIFICATION

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

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

12.0 ENTIRE AGREEMENT

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

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



**TRACY UNIFIED SCHOOL DISTRICT
"TUSD"**



**ASIR Visual Marketing
"ASIR"**

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: April 25, 2022
SUBJECT: Approve Adoption of Instructional Materials

BACKGROUND: Education Code Section 60200(b)(1) and the Williams Settlement Legislation require districts to adopt instructional materials (IM) that are aligned to the State's content standards and consistent with the curriculum frameworks and the State's cycle of adoptions.

In compliance with Board Policy 6161.1, teachers have been analyzing, piloting, and evaluating textbooks using criteria set out in the California Department of Education's (CDE) Toolkits for Instructional Materials Evaluation (TIME). The teacher teams selected IM programs and the Curriculum Council is recommending these programs to the Board.

Course(s)	Publisher	Program/Title	Copyright
Enhanced Biology	McGraw Hill and Biozone	Inquiry into Life The Living Earth	2023 2020
Enhanced Chemistry	Houghton Mifflin Harcourt and Pivot Interactive	Chemistry in the Earth System Pivot Interactive (Digital)	2020 2022

RATIONALE: The instructional materials being recommended for adoption demonstrate the highest correlation to the following evaluation criteria used by the committees in the adoption process:

- Alignment to the standards of that content area, including the expanded needs of an "enhanced" course
- Instructional methods that actively engage all students at all levels of achievement
- Specific, explicit support for students learning English
- Strong support for required shifts in teachers' instruction aligned to the content frameworks

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

FUNDING: Funding for the purchase of recommended materials not to exceed \$243,000 will be provided by funds from Goal 1, Action 23 of the Local Control Accountability Plan reserved for the purchase of instructional materials.

RECOMMENDATION: Approve Adoption of Instructional Materials.

Prepared by: Debra Schneider, Ph.D.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 9, 2022
SUBJECT: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation

BACKGROUND: In October 2018, TUSD was awarded an Education Innovation and Research (EIR) grant from the United States Department of Education (US Ed) in collaboration with the Community Training and Assistance Center (CTAC). The award supports TUSD in creating *Leadership of STEM: The PreK-12 STEM Pathway*, a multi-disciplinary STEM project-based curriculum that is engineering- and computer science-centered. The STEM Division of the San Joaquin County Office of Education (SJCOE) has been working with TUSD's STEM Project Co-Directors to identify areas of need to support and accelerate STEM learning in TUSD. TUSD's STEM Leadership Council has determined that effective STEM implementation necessitates expert content support from SJCOE in a variety of areas that address the needs of administrators, teacher-leaders, teachers, and students:

- Support the development of exemplar lesson sequences for each STEM unit
- Support the development of NGSS aligned formative assessment items for each STEM unit
- Leadership and content training for the Math & Science Curriculum Committee who facilitate teacher trainings in STEM,
- Computer Science professional learning to support STEM unit lessons taught in the fall semester.
- Support for STEM unit implementation and reflection

RATIONALE: To effectively implement TUSD's STEM EIR award from US Ed requires

- Knowledgeable teachers who understand computer science standards and how to effectively teach them,
- Teacher-leaders to facilitate district training days for STEM efforts,
- Revision guidance for the teaching of rigorous STEM units.

SJCOE will work with TUSD's STEM and Professional Learning staff to develop and grow district capacity that supports STEM implementation.

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

FUNDING: The total cost for the SJCOE STEM support services is not to exceed \$46,400 and will be paid by LCFF.

RECOMMENDATION: Approve Agreement for Special Contract Services with the San Joaquin County Office of Education STEM Division to Provide Professional Development to Support STEM Implementation.

Prepared by: Dean Reese, Director of PreK-12 STEM and Local Assessment

Tracy USD-SJCOE STEM Preliminary 2022-2023 Proposal (for Summer/Early Fall)

May 4, 2022

Professional Learning Proposal:

Professional Learning for 2022-2023

Preliminary Proposal for Professional Learning Support for Tracy Unified School District

Overall Goals:

To assist TUSD by providing;

- Computer Science Professional Learning (STEM Lessons/Unit Support) for the Fall Semester
- Technical Assistance focused on 5E Writing for the Summer STEM Grant Curriculum Team
- Lesson Study Lites for STEM Grant Lessons/Unit Implementation and Reflection

Specific Days and Times:

Dates	Time	Location	Subject	Who	PD Days	Total Cost
2.5 days per unit (August - December)	45 days	Remote Synchronously and Asynchronously	Computer Science for PK-12th Grades	Steve &/or 1 additional provider	Videos and Live Remote Sessions 18 units between August and December	not to exceed \$36,000
June 1, 2022	2 half days	Tracy IMC	NGSS/STEM 5E PD	TBD (2 providers)	½ day x 2 PD Providers	not to exceed \$1,600
June 1-17, 2022	6 half days	Tracy IMC	5E lesson development support	TBD (2 providers)	½ day x 2PD Providers	not to exceed \$4,800
8/24, 9/28, 11/9, 1/27/23, 3/15/23	5, ½ days	TBD	STEM Initiative Comparison Site PL	Steve &/or 1 additional provider	½ days x 1 PD Provider	not to exceed \$4,000
TBD	TBD	TBD	Lesson Study Lites PK-12th Grades	TBD (2 providers)	2 rounds per grade span	TBD
Professional Learning Subtotal	49					\$46,400

Professional Learning Costs:

Computer Science Professional Learning (STEM Lessons/Unit Support:

- Remote synchronous and asynchronous computer science professional learning for PK-12 educators. 2.5 days per unit x 18 units = \$800 with prep x 2.5 = \$2,000 x 18 = **\$36,000**
- ½ day professional learning for STEM Initiative comparison sites on 5 early release Wednesdays= \$800 x 5 = **\$4,000**

NGSS/STEM 5E Lesson Professional Learning and Development:

- ½ day professional learning for NGSS/STEM 5E development, 2 PL providers, ½ day PL with prep = \$800 x 2 = **\$1,600**
- ½ day professional learning for NGSS/STEM 5E lesson development for STEM Units, 2 PL providers, ½ day PL = \$400 x 2 PL providers x 3 weeks (2 times per week) = \$800 x 6 = **\$4,800**

Subtotal = \$46,400

Summary:

SJCOE is willing to provide the services above for building NGSS, teacher leadership and administrator capacity for Tracy Unified School District during the 2021-2022 school year.

If you have any questions please don't hesitate to contact us. Please let us know if this is agreeable and we will produce an MOU based upon these terms.

Annie Cunial
Division Director of STEM Programs
San Joaquin County Office of Education
209-468-4880
acunial@sjcoe.net

TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and San Joaquin County Office of Education's STEM Division _____, 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: Support the development of exemplar lesson sequences for each STEM unit. Support the development of NGSS aligned formative assessment items for each STEM unit. Provide leadership and content training for the 6-12 Math & Science Curriculum Committee to assist in facilitating teacher trainings. Provide computer science professional learning to directly support the teaching of STEM units. Support STEM unit implementation and reflection.

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 49 () [] HOURS [X] DAYS, under the terms of this agreement at the following location _____.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$_____ per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$46,400. 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 [] 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 June 1, 2022, and shall terminate on June 30, 2023.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

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



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. For Human Resources
DATE: May 13, 2022
RE: Authorize the Declaration of Need for the 2022-2023 School Year

BACKGROUND: In order for Tracy Unified to apply for emergency permits with the California Commission on Teacher Credentialing, the governing Board of a School District is required to certify that there may be an insufficient number of certificated persons who meet the District's employment criteria as listed on the attached forms.

RATIONALE: Each school year the district must submit an estimate of emergency permits we may need for the upcoming school year. This Declaration of Need needs to be approved by the School Board at a regular public meeting before being submitted to the Commission on Teacher Credentialing. This Declaration of Need can be modified during the school year if the needs of the District change.

FUNDING: None.

RECOMMENDATION: Authorize the Declaration of Need for the 2022-2023 School Year

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



State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2022-2023

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: TRACY UNIFIED SCHOOL DISTRICT District CDS Code: 75499

Name of County: San Joaquin County CDS Code: 39

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 24 / 2022 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► Enclose a copy of the board agenda item

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2023.

Submitted by (Superintendent, Board Secretary, or Designee):

TAMMY JALIQUE

ASSOCIATE SUPT FOR HR

Name

Signature

Title

209-830-3260

209-830-3260

05/25/2022

Fax Number

Telephone Number

Date

1875 W LOWELL AVE., TRACY, CA 95376

Mailing Address

tjalique@tusd.net

E-Mail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County N/A County CDS Code N/A

Name of State Agency N/A

Name of NPS/NPA N/A County of Location N/A

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► **Enclose a copy of the public announcement**

Submitted by Superintendent, Director, or Designee:

N/A	N/A	N/A
Name	Signature	Title
N/A	N/A	N/A
Fax Number	Telephone Number	Date
N/A		
Mailing Address		
N/A		
EMail Address		

- *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	Estimated Number Needed
CLAD/English Learner Authorization (applicant already holds teaching credential)	6
Bilingual Authorization (applicant already holds teaching credential)	2
List target language(s) for bilingual authorization: SPANISH	
Resource Specialist	16
Teacher Librarian Services	6

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	3
Single Subject	21
Special Education	3
TOTAL	27

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Agriculture	1
Art	1
Business	1
Dance	0
English	1
Foundational-Level General Science	1
Foundational-Level Math	1
Health Science	0
Home Economics	1
Industrial & Technology Ed	1
Math	2
Music	1
Physical Education	1

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program?

☐ Yes ☒ No

If no, explain, TUSD HAS RESIDENCY PROGRAM FOCUSING ON RECRUITING SPED TEACHERS

Does your agency participate in a Commission-approved college or university internship program?

☒ Yes ☐ No

If yes, how many interns do you expect to have this year? 45

If yes, list each college or university with which you participate in an internship program.

ALLIANT UNIVERSITY; BIOLA UNIVERSITY; CAL STATE TEACH; CSU CHICO, EAST BAY, SACRAMENTO,
SAN JOSE, STANISLAUS; GRAND CANYON UNIVERSITY; TEACHERS COLLEGE OF SAN JOAQUIN,
UNIVERSITY OF MASSACHUSETTS GLOBAL; UNIVERSITY OF THE PACIFIC; ETC

If no, explain why you do not participate in an internship program.

N/A

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS	ESTIMATED NUMBER NEEDED
Science: Biological Sciences	2
Science: Chemistry	2
Science: Geosciences	0
Science: Physics	1
Social Science	2
Theater	0
World Language: English Language Development	0
World Language: <u>Spanish</u>	2



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 13, 2022
RE: Approve Student Teaching Agreement with California State University, Stanislaus

BACKGROUND: Tracy Unified School District currently employs students through a number of colleges and universities. This has aided the District in increasing the number of candidates that are available for a variety of positions within the District. An agreement between California State University, Stanislaus and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from August 1, 2022 through July 31, 2027.

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

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Student Teaching Agreement with California State University, Stanislaus.

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

**CALIFORNIA STATE UNIVERSITY, STANISLAUS
STUDENT TEACHING AGREEMENT**

THIS AGREEMENT entered into by and between the State of California through the Trustees of The California State University on behalf of **CALIFORNIA STATE UNIVERSITY, STANISLAUS**, hereinafter called ("University"), and **TRACY UNIFIED SCHOOL DISTRICT**, hereinafter called ("the District"), collectively together called "Parties."

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the University; and

WHEREAS, it is to the mutual benefit of the parties hereto that one or more students of the University's Teacher Training Program use the facilities of the District for their student teaching experience;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

PARTIES

UNIVERSITY: Trustees of the California State University
California State University, Stanislaus
One University Circle
Turlock, California 95382

DISTRICT: Tracy Unified School District
1875 West Lowell Ave.
Tracy, CA 95376

TERM: August 1, 2022 through July 31, 2027.

GENERAL TERMS

1. The District shall provide to University students teaching experience through practice teaching in schools and classes of the District. Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representatives may agree upon.

The District may, for good cause, refuse to accept for practice teaching any student of the University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of the University to practice teaching in the District.

"Practice teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid life diplomas or credentials issued by the State Board of Education, other

than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. An assignment of a student of the University to practice teaching in schools or classes of the District shall be, at the discretion of the University, for approximately sixteen (16) weeks for Multiple Subject and Education Specialist Programs, and a full public school academic year for the Single Subject Program. A student may be given more than one assignment by the University to practice teaching in such schools or classes.

The assignment of a student of the University to practice teaching in the District shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by the University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

3. The parties agree that District is not to assume nor shall it assume by this agreement any liability under the California Worker's Compensation Insurance and Safety Act for, by or on behalf of any University students while students are on the premises of the District or while performing any duty whatsoever under the terms of this agreement or while going to or from any of District's facilities
4. University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance shall be not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the 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. Proof of professional liability insurance, to include one million dollars (\$1,000,000) per occurrence for Sexual Abuse/Molestation will also be provided.

Such coverage shall be obtained from a carrier rated A or better by AM Best or a qualified program of self-insurance. The University shall maintain and provide evidence of workers' compensation and disability coverage as required by law. University shall provide Agency with evidence of insurance required under this paragraph, which shall provide for not less than thirty (30) days notice of cancellation to Agency. University shall promptly notify Agency of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

5. The University will ensure that Student Teacher(s) agree(s) to the following prior to the start of the Student Teaching Experience:
 - a. Fingerprint for Department of Justice, and/or the Federal Bureau of Investigation for a criminal background check with District's Live Scan Technician, \$25 non-refundable fee
 - b. Provide Negative TB test within four years from Student Teaching start date
6. Be aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19." District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed

or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

7. Either party may terminate this agreement after giving the other party thirty (30) days advance written notice of its intention to terminate; provided further, however, that any such termination by the District shall not be effective at the election of the University, as to any who at the date of mailing of said notice by the District was participating in said program until such student has completed the program for the then current academic year.
8. This document contains the entire agreement and understanding of the Parties, and supersedes all prior agreements, arrangements, and understandings with respect to the subject matter of this document. This agreement may at any time be altered, changed, or amended by mutual agreement of the parties in writing.

PARTIES

UNIVERSITY
California State University, Stanislaus
One University Circle
Turlock, CA 95382
Attn: Field Services, Julie Magana

DISTRICT
Tracy Unified School District
1875 West Lowell Ave.
Tracy, CA 95376
Attn: Personnel Analyst, Antonia Velasco

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto as of the written date.

California State University, Stanislaus

By: _____
Julie Anderson
Procurement & Contract Services

Date: _____

Tracy Unified School District

By: _____
Tammy Jalique
Associate Superintendent for Human Resources

Date: _____

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on _____
Month Day Year

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University, whereby the University may assign student to the schools in the School District for practice teaching, be approved; and _____
(Individual authorized to sign agreement or the legal name of institution)
is hereby authorized to execute the same."

Tracy Unified School District

By: _____
Clerk/Secretary of the Board of Trustees

Print Name: _____

BOARD APPROVAL IS NOT REQUIRED

By: _____

Title: _____

Print Name: _____

Date: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: May 12, 2022
SUBJECT: **Approve Revised Job Description for Director of School Business Support Services and Purchasing**

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 added Essential Functions for the Director of School Business Support Services and Purchasing are necessary as there is a gap in the Business Services Department as to which individual will complete these specific job functions. Claims Management has been a growing need for the department. The department has seen an increase in STEM related materials, student electronic devices, major and minor claims against the district. These added functions to the Director position are necessary within the job description for the wellbeing and effectiveness of the department.

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 Director of School Business Support Services and Purchasing

Prepared by: Tammy Jalique, Associate Superintendent of Human Resource

TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

POSITION TITLE: Director of School Business Support Services and Purchasing

DEPARTMENT: School Business Support Services and Purchasing

POSITION SUMMARY: Under the general direction of the Associate Superintendent for Business Services, is responsible for managing data for the purchasing, warehouse, and business support functions. This position will supervise all purchasing, contract management, warehouse, and distributing functions, and coordinate school office business training and oversight.

ESSENTIAL FUNCTIONS:

1. Coordinate student enrollment work related to state reporting, revenue generation, data management, and accountability.
2. Provides business training and support to school site personnel, including proper use of accounting and HR/payroll system, and reconciliation of the student accounting system and the Special Education information system.
3. ~~Act as administrator over Cal Card, on-line procurement systems and Business Services Web Pages.~~
4. Work with Associate Superintendent for Business Services to develop departmental benchmarks, information systems, and systems improvement processes of long-term strategic plans.
5. Keeps records of materials ordered and on-hand, including the appropriate use of Safety Data Sheets.
6. Consults with a broad range of customers to measure and improve services, including preparation for audits, Associated Student Body and Parent Organization financial reporting and oversight.
7. Responsible for the supervision and evaluation of purchasing and warehouse employees.
8. Responsible for overseeing the purchasing of all equipment and supplies; instructs and supervises departmental personnel regarding purchasing activities; manages district bid preparation, specification development, quotation, contract award processes, and contract management.
9. Assist Purchasing Specialists with items requiring informal bidding, and provide guidance on awarding purchase orders to the appropriate bidder.
10. Acts as Division of Industrial Relations (DIR) compliance coordinator.
11. Receives, examines and approves requisitions for district supplies, equipment; maintains records showing inventories and requisition status.
12. Responsible for the sale of all surplus and obsolete equipment and supplies.
13. Prepares periodic and special reports regarding purchasing activities.
14. Responsible for the operation and district-wide delivery of the warehouse.
15. Examines the key aspects of process management in the Materials Management, including customer focused design, product and service delivery processes, support services, and supply management.
16. Manages supplier performance and communicates requirements and assures supplier quality through audits, certifications or reviews.
17. **Corresponds with District legal advisors for claims management.**

18. **Manage loss reports, such as, stolen electronics device claims, property loss/damage claims, and restitution.**
19. **Reviews and documents all student injury reports to identify corrective actions, screens for potential tort claims.**
20. Assures quality achievement and improvement through internal qualitative measures; designs and manages processes to ensure improvements in accuracy, reliability, timeliness, and productivity and to reduce material and energy consumption, cycle time and financial waste.
21. Prepares and presents oral and written reports; deals tactfully and effectively with district employees and representatives of manufacturing and commercial firms.
22. Maintains prompt and regular attendance in the workplace.

OTHER RESPONSIBILITIES:

May train and delegate duties to lower-level department personnel.
Perform related duties as assigned.

EDUCATION: Bachelor's Degree with a major in Business or Public Administration, Human Resource Management, or a closely related field or at least five years experience in school district business required; one (1) year supervisory experience required and/or accounting experience; possession of an appropriate California driver's license; insurable.

SKILLS AND QUALIFICATIONS: provide and carry out oral and written directions in English, read and speak at a level sufficient to fulfill the duties described; ability to communicate in Spanish desirable; schedule, and monitor projects, generate computer spreadsheets as a management tool; administer a network-based computerized data management system; apply quality management tools to organizational data and make process improvement changes; anticipate, recognize, evaluate, and control health hazards in the work environment.

PHYSICAL REQUIREMENTS: Employees in this position must have the ability to:

1. Sit for extended periods of time.
2. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
3. Bend, squat, stoop and/or climb for extended periods of time.
4. Work on computers for extended periods of time.
5. Lift and carry up to 25 lbs. at shoulder height for short distances.

WORK ENVIRONMENT: Employees in this position will be required to work indoors and outdoors in various conditions during the course of the required schedule. Exposure to noise, dust, and fume levels will vary according to equipment and projects. As required, must wear protective devices such as hard hat, closed toe shoes, earplugs, dust mask, and safety glasses.

SALARY: LME 38

DAYS OF SERVICE: 225

Board Approved:
TUSD 1/26/98

Revised:
TUSD 12/12/00
TUSD 06/13/17
TUSD