

NOTICE
REGULAR MEETING OF THE GOVERNING BOARD
TRACY UNIFIED SCHOOL DISTRICT
JUNE 14, 2022

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

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

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

AGENDA

- | | | |
|-----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 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/#115, #21-22/#116, #21-22/#117, #21-22/#118, #21-22/#121, #21-22/#122 | |
| | 3.2.2 Reinstatements: AR#21-22/#11, AR#21-22/#12, AR#21-22/#13, AR#21-22/#14, AR#21-22/#15, AR#21-22/#16, AR#21-22/#17, AR#21-22/#18, AR#21-22/#19 | |
| | Action: Motion __; Second __, Vote: Yes __; No __; Absent __; Abstain __ | |
| | 3.3 Human Resources: | |
| | 3.3.1 Approve Leave of Absence Request for Certificated Employee #UC 1307 Pursuant to Article XX | |
| | 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/#115, #21-22/#116, #21-22/#117, #21-

3.2.1 22/#118, #21-22/#121, #21-22/#122

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

6b Report Out of Action Taken on Reinstatements: AR#21-22/#11, AR#21-22/#12,

3.2.2 AR#21-22/#13, AR#21-22/#14, AR#21-22/#15, AR#21-22/#16, AR#21-22/#17,

AR#21-22/#18, AR#21-22/#19

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

6c Report Out of Action Taken on Approve Leave of Absence Request for

3.3.1 Certificated Employee #UC 1307 Pursuant to Article XX

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

7. Approve Regular Minutes of May 24, 2022

1-6

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

8. Student Representative Reports: None.

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

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

10.1 Administrative & Business Services:

10.1.1 Receive Report on the 2022-2023 Annual School District Budget

7-9

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

10.2.2 Receive Report on Instructional Materials Adoption

10-11

10.2.3 Receive Report on Item 12.2.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)

10.2.4 Receive Report on Item 12.2.2 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISC'S)

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:

12.1 Administrative & Business Services:

12.1.1 Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2022-23 School District Budget (Separate Cover Item)

12

- 12.2 Educational Services:**
- 12.2.1** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) (Separate Cover Item) **13-14**
- 12.2.2** Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP) for Tracy Independent Study Charter School (TISCS) (Separate Cover Item) **15-16**

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

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

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

- 13.1 Administrative & Business Services:**
- 13.1.1** Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda **17-20**
- 13.1.2** 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 **21-22**
- 13.2 Educational Services:**
- 13.2.1** Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2022-2023 (Separate Cover Item) **23**
- 13.2.2** Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School, William’s Middle School and Monte Vista Middle School Parents and Students for the 2022-2023 School Year (Separate Cover Item) **24-25**
- 13.2.3** Approve Agreement for Contract Services with A Plus Academic Center in-person and virtual tutoring services for students experiencing housing insecurity and in the foster care system during the 2022-2023 School Year **26-29**
- 13.2.4** Approve Agreement for Contract Services between Axis Community Health and Bohn Elementary, Poet-Christian School, and Monte Vista Middle School for the 2022-2023 School Year **30-33**
- 13.2.5** Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin County Public Health for the 2022-2023 School Year **34-37**
- 13.2.6** Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2022-2023 School Year **38-41**
- 13.2.7** Approve Agreement for Special Contract Services with Chest of Hope for the 2022-2023 School Year **42-45**

- 13.2.8** Approve Agreement for Contract Services between Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High for the 2022-2023 School Year **46-49**
- 13.2.9** Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2022-2023 School Year **50-53**
- 13.2.10** Approve Agreement for Contract Services between Community Medical Center and Duncan-Russel/Stein Continuation High and TISCS, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2022-23 School Year **54-57**
- 13.2.11** Approve Agreement for Contract Services between Faith in Action Education Services (FACES) and Prevention Services Department for the 2022-2023 School Year **58-61**
- 13.2.12** Approve Agreement for Special Contract Services with Parents By Choice of Stockton for the 2022-2023 School Year **62-65**
- 13.2.13** Approve Agreement for Contract Services between Sow A Seed to provide Group Counseling for Stein/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School for the 2022-23 School Year **66-69**
- 13.2.14** Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District 6-8 grade schools: Williams, Monte Vista, Freiler, North, Poet, and Kelly Schools, for the 2022-2023 School Year **70-73**
- 13.2.15** Approve Agreement for Contract Services with Sow A Seed to provide Anger Management classes to students during the 2022-2023 School Year **74-77**
- 13.2.16** Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High for the 2022-2023 School Year **78-81**
- 13.2.17** Approve Agreement for Special Contract Services with Valley Community Counseling to provide mental health services to Central Elementary, Freiler School, Kelly School, North School, Villalovoz Elementary and West High for the 2022-23 School Year **82-85**
- 13.2.18** Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School Physical Education Teachers for the 2022-2023 School Year **86-90**
- 13.2.19** Approve Agreement for Contract Services between Professional Development & Curriculum with Stanislaus State in support of Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 6-12 **91-102**
- 13.2.20** Approve Agreement for Special Contract Services with the County Office of Education for Professional Development for 6th-12th Grade Mathematics Teachers on August 4, 2022 **103-107**
- 13.2.21** Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2022-2023 School Year **108-115**
- 13.2.22** Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2022-2023 School Year **116-122**

13.3 Human Resources:

13.3.1	Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment	123-126
13.3.2	Approve Classified, Certificated, and/or Management Employment	127-131
13.3.3	Approve a Variable Term Waiver for Administrative Services	132-133
13.3.4	Approve Paid Student Internship with CalState TEACH	134-140
13.3.5	Approve Student Teaching Agreement with CalState TEACH Program	141-146
13.3.6	Approve Paid Student Internship and Clear Candidate Agreement with Santa Clara Office of Education	147-151
13.3.7	Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers	152-153
13.3.8	Approve Employment of 2022 Summer School Staff	154-160

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

14.1 Administrative & Business Services: None.

14.2 Educational Services:

14.2.1	Adopt New and Revised TITLE IX Board Policies and Administrative Regulations as attached (Second Reading) (Separate Cover Item)	161
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.2	Adopt TUSD Athletic Handbook for the 2022-2023 School Year (Separate Cover Item)	162
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.3	Adopt TUSD K-8 and High School Student Handbooks for the 2022-2023 School Year (Separate Cover Item)	163
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.4	Approve the Annual District Title III Plan for the 2022-2023 School Year	164-168
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.5	Approve Adoption of Instructional Materials	169-170
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	
14.2.6	Approve updated Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting (First Reading) (Separate Cover Item)	171
Action:	Motion___; Second___, Vote: Yes___; No___; Absent___; Abstain___.	

14.3 Human Resources: None.

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 28, 2022
- 17.2 August 9, 2022
- 17.3 August 23, 2022
- 17.4 September 13, 2022
- 17.5 September

18. Upcoming Events:

- 18.1 August 8, 2022 First Day of School
- 18.2 September 5, 2022 No School, Labor Day

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

**Minutes of
Regular Meeting of the Governing Board
For Tracy Unified School District
Held on Tuesday, May 24, 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, N. Erskine, Z. Hoffert, S. Kaur, L. Souza
Absent: A. Blanco
Staff: B. Stephens, R. Pecot, T. Jalique, J. Stocking, B. Etcheverry
- 7:02 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#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: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Blanco)
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-6; No-0; Absent-1(Blanco)
6c Report Out of Action Taken on Consider Non-Paid Leave of Absence
3.3.1 for Classified Employee #UCL-419, Pursuant to Article XXIII
Action: Denied. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- Minutes:** 7. **Approve Regular Minutes of May 10, 2022.**
Action: Abercrombie, Erskine.
Vote: Yes-5; No-0; Absent-1(Blanco); Abstain-1(Hoffert)
- Audience:** K. Felisberto, D. Schneider, M. Stagnaro, S. Bancroft, Z. Boswell, J. Kaur, H. Singh, R. Soto, S. Pelayo, E. Quintana, S. Chavez, A. Lee, P. Cordano, A. Hernandez, J. Romo, Y. Huerta, B. Cortez, M. Soto
- Student Rep Reports:** 8. **West High FFA:** Jocelyn Silveria and Perla Camacho Meza reported that in March students attended the state conference and enjoyed many workshops and sessions and students were recognized students for contests and scholarships. In April various teams were sent to compete at Fresno State. On May 6-7 teams traveled to Cal Poly for state finals and did well. The Annual awards banquet was May 11th. They announced awards and installed the new officers. In a few weeks, students will present their fair projects will be on exhibit at the state fair. If you are interested in buying, you can sign up online.
- Tracy High FFA:** Paige Cordano and Janet Romo reported that students have been busy and 7 students attended the state leadership conference. They enjoyed the workshops and sessions. On March 20 students helped out Leprino Feed hosted by Tracy Breakfast Lions Club. Students volunteered at Ag Venture where they taught 3rd graders about microfiber and soil. They elected the 2022-23 Chapter officers. Everyone is excited for the upcoming year. The awards banquet was held in May

with over \$14,000 awarded to their graduating senior FFA members. In June they will have the San Joaquin Ag Fest and in July they will come up with many new ideas for the upcoming year. Their new FFA advisor is excited for next year.

Recognition & Presentations:

9.1 Tracy High School Presentation

Principal, Jason Noll, commented that this is his last board presentation as principal of Tracy High School. He will be moving to a new position as Director of Student Services at the district office. He showed a video on the fire science class at Tracy High which showed students putting on their equipment and working through various procedures that fireman do such as extracting someone from a crashed vehicle. The video was made by the Kimball High video class. This course is taught by Sara Silvinson. Several pieces of equipment including a fire truck will be donated to the class. Ms. Silvinson thanked Mr. Noll, Mr. Strube, and the administration for their support of this class. She also thanked the Tracy Fire Department and Manteca Fire Departments for their support. She also thanked the Los Positas Fire Department who will be donating the fire engine. Students are studying the concept of servant leadership. Student, Kyle Abelar, will be recognized and received the leadership award. He and other students spoke about their experience in the class, how they enjoyed it, and how they plan on using this in the future. he class. Mr. Noll thanked the board for their support. They will continue to grow the program. They took a field trip to Columbia College to visit their Fire Science Academy and the instructors commented on how good they were as high school students and invited them back to compete against other colleges.

Information & Discussion Items:

10.1 Administrative & Business Services:

10.1.1

10.2 Educational Services:

10.2.1 Receive Report on COVID 19 Updates

Director of Curriculum & Accountability, Dr. Zachary Boswell, presented a power point on the status of COVID. The numbers continue to rise. There are now 20.6 per 100,000 cases in San Joaquin County and 26.8 per 100,000 for the state. Summer testing will only be at the Tracy Charter location, Mondays through Fridays, from 8:00 – 5:00 pm.

10.2.2 Receive Report from Jakara Movement

Jaspreet Kaur is with the Jakara Movement, a statewide non-profit community organization. The Khair program is a statewide substance prevention and education program. The chapter in Tracy is at Kimball High School. Several Kimball students presented a power point and spoke about various programs and events including Summer Retreat, Fall Semester Education Series, Youth Quest, Stockton Harm Reduction Program, Campus Campaign Week, Park Cleanup, and FNL Movie Night. There will be a Town Hall Meeting on May 31st and they will have a presentation on tobacco related substances. Everyone is invited to attend at 6:00pm. They also spoke about Narcan training and how it is used. Mr. Singh is the health and wellness fellow in Tracy. He thanked the communities across California. They will be working with Kimball High School students next year as well.

10.2.3 Receive Report on Instructional Materials Adoptions

Director of IMC, Dr. Debra Schneider, presented a power point for AP Science. She reviewed the adoption committee members and course

needs. For AP Bio they chose BFW and Pivot Interactives. For AP Physics they chose Wiley, Physics for the AP Course and WileyPLUS's Orion. The next step is a public review of materials through June 12th and then she will be back for adoption on June 14, 2022.

10.3 Human Resources:

10.3.1 Receive PAR Joint Committee Annual Report for 2021-2022
Associate Superintendent of Human Resources, Tammy Jalique, and Director of Professional Learning, Erin Quintana, presented a power point on Peer Assistance and Review (PAR) which provides a coach/mentor for veteran teachers that need additional support in the classroom. There is a joint committee which consists of TEA members and the district. The teachers are observed, areas for improvement are identified and strategies and resources are suggested. A monthly report is made to the joint committee. There was only 1 voluntary participant this year. There will be 1 mandatory participate in the 2022-23 year. They also support the consulting teachers with "Just in Time" support including practice coaching sessions, review of PAR documentation, and a roundtable discussion of challenges and strategies.

Trustee Hoffert left the meeting at 7:39 p.m.

Trustee Hoffert returned to the meeting at 7:40 p.m.

Hearing of Delegations

11. Stephanie Chavez is here as a parent. Her daughter attends Southwest Park Elementary School. She was notified that the assistant principal was being transferred to another school. They are concerned about the class sizes in the bilingual program. She wants her voice to be heard. There is a petition and it has over 400 parent signatures.

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 consent items and amending Item 13.3.5.

Pull Items 13.2.7 and 13.2.8. Abercrombie, Kaur.

Vote: Yes-6; No-0; Absent-1(Blanco)

Action: Approve Item 13.2.7. Abercrombie, Kaur.

Vote: Yes-5; No-1(Hoffert); Absent-1(Blanco)

Item 13.2.8 was pulled from the agenda. No action taken.

13.1 Administrative & Business Services:

13.1.1 Approve Accounts Payable Warrants (March & April 2022)
(Separate Cover Item)

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

13.1.3 Approve Payroll Reports (March & April, 2022)

13.1.4 Approve Revolving Cash Fund Reports (March & April, 2022)

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

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

- 13.1.7 Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2021/22 School Year
- 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
 - 13.2.2 Approve Agreement for Contract Services between Child Abuse Prevention Council and Tracy Unified School District for the 2022-2023 School Year
 - 13.2.3 Approve Agreement for Special Contract Services with Accelerated Learning for Chemistry Science Teachers
 - 13.2.4 Approve Agreement for Special Contract Services with Amplify for 6th-8th Grade Science Teachers for the 2022- 2023 School Year
 - 13.2.5 Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development For 8th Grade Math Teachers and Algebra I Teachers During the 2022-2023 School Year
 - 13.2.6 Approve Agreement for Special Contract Services with Discovery for Physics and Enhanced Physics Science Teachers
 - 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
 - 13.2.8 Approve Agreement for Contract Services between Professional (Pulled) Development & Curriculum with Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 6-12
 - 13.2.9 Approve Agreement for Special Contract Services with Houghton Mifflin Harcourt for Grades PK-5 and Enhanced Chemistry Science Teachers
 - 13.2.10 Approve Agreement for Contract Services between Imagine Learning and Tracy Unified School District for the 2022-2023 School Year
 - 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
 - 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
 - 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
 - 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
 - 13.2.15 Approve Agreement for Special Contract Services with Microsoft for Teachers during the 2022-2023 School Year
 - 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

- 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
- 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
- 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
- 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
- 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
- 13.2.22 Receive Update on Quarterly Williams Uniform Complaint Report for the Quarter Ending April 15, 2022

13.3 Human Resources:

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
 - 13.3.2 Approve Classified, Certificated and/or Management Employment
 - 13.3.3 Approve Speech-Language Pathology Variable Term Waiver
 - 13.3.4 Approve a Variable Term Waiver for Administrative Services
 - 13.3.5 Approve a Declaration for a Provisional Internship Permit
- Amend

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)

Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0.

- 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

Action: Abercrombie, Kaur. **Vote:** Yes-6; No-0.

- 14.1.3 Approve Naming Facility and Appoint Screening Committee

Action: Hoffert, Erskine. Motion Failed.

Vote: Yes-3(Hoffert, Erskine, Alexander). No-3(Abercrombie, Kaur, Souza; Absent-1(Blanco)

- 14.1.4 Approve 2022-2023 Designation of CIF Representatives to League

Action: Abercrombie, Souza. **Vote:** Yes-6; No-0.

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)

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

- 14.2.2 Approve School Site Single Plans for Student Achievement and Site Budgets for the 2022-2023 School Year (Separate Cover Item)

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

- 14.2.3** Approve TUSD Expanded Learning and Opportunities Grant Revised Plan (Separate Cover Item)
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- 14.2.4** Approve the ASIR Visual Marketing MOU for the Tracy Unified School District CTE Department
Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- 14.2.5** Approve Adoption of Instructional Materials.
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- 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
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)

- 14.3 Human Resources:**
- 14.3.1** Authorize the Declaration of Need for the 2022-2023 School Year
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- 14.3.2** Approve Student Teaching Agreement with California State University, Stanislaus
Action: Abercrombie, Erskine. **Vote:** Yes-6; No-0; Absent-1(Blanco)
- 14.3.3** Approve Revised Job Description for Director of School Business Support Services and Purchasing
Action: Abercrombie, Souza. **Vote:** Yes-6; No-0; Absent-1(Blanco)

Board Reports:

Trustee Souza is excited for the last week of school. She congratulated all who made it through the year. The Visual Marketing class in the CTE program will be great for our students and will attract more. She is looking forward to graduations this weekend. Trustee Kaur thanked everyone for coming to the meeting and is excited for graduations and is glad that we can have them in person. Trustee Abercrombie congratulated all of the graduates and thanked staff for getting through a challenging year. What happened in Texas is another tragedy and we need to hug our loved ones. Trustee Erskine congratulated all of our students and the graduates. Trustee Hoffert thanked everyone for coming to the meeting and congratulated the seniors. Trustee Alexander thanked everyone who came out and congratulated all of the graduates. He is thinking about all of the students and staff who will be killed in Texas today.

Superintendent Report:

Dr. Stephens commented that every year is a long year and the last two have been especially long. You cannot have success without good staff, and he sincerely thanks them. They did a good job in a challenging time. He is looking forward to graduations this weekend.

Adjourn: 7:55

Clerk

Date



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Associate Superintendent of Business Services
DATE: May 28, 2022
SUBJECT: Receive Report on the 2022-2023 Annual School District Budget

BACKGROUND: Education Code Section 42127 requires that:

42127. (a) On or before July 1 of each year, the governing board of each school district shall accomplish the following:

- (1) Hold a public hearing on the budget to be adopted for the subsequent fiscal year. The agenda for that hearing shall be posted at least 72 hours prior to the public hearing and shall include the location where the budget will be available for public inspection.*
- (2) Adopt a budget. Not later than five days after that adoption or by July 1, whichever occurs first, the governing board shall file that budget with the county superintendent of schools. That budget, and supporting data, shall be maintained and made available for public review. ...*

(b) Commencing with budgets adopted for the 2015–16 fiscal year, the governing board of a school district that proposes to adopt a budget, or revise a budget pursuant to subdivision (e), that includes a combined assigned and unassigned ending fund balance in excess of the minimum recommended reserve for economic uncertainties adopted by the state board pursuant to subdivision (a) of Section 33128, shall, at the public hearing held pursuant to paragraph (1), provide all of the following for public review and discussion:

- (i) The minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (ii) The combined assigned and unassigned ending fund balances that are in excess of the minimum recommended reserve for economic uncertainties for each fiscal year identified in the budget.*
- (iii) A statement of reasons that substantiates the need for an assigned and unassigned ending fund balance that is in excess of the minimum*

recommended reserve for economic uncertainties for each fiscal year that the school district identifies an assigned and unassigned ending fund balance that is in excess of the minimum recommended reserve for economic uncertainties, as identified pursuant to clause (ii).

(c) The county superintendent of schools shall do all of the following:

Examine the adopted budget to determine whether it complies with the standards and criteria adopted by the State Board of Education pursuant to Section 33127 for application to final local educational agency budgets. The superintendent shall identify, if necessary, any technical corrections that must be made to bring the budget into compliance with those standards and criteria.

(2) Determine whether the adopted budget will allow the district to meet its financial obligations during the fiscal year and is consistent with a financial plan that will enable the district to satisfy its multiyear financial commitments.

(3) (e) On or before September 8, the governing board of the school district shall revise the adopted budget to reflect changes in projected income or expenditures subsequent to July 1, and to include any response to the recommendations of the county superintendent of schools, shall adopt the revised budget, and shall file the revised budget with the county superintendent of schools. Prior to revising the budget, the governing board shall hold a public hearing regarding the proposed revisions, to be conducted in accordance with Section 42103. The revised budget, and supporting data, shall be maintained and made available for public review.

42127.6 The county superintendent shall review and consider studies, reports, evaluations, or audits of the school district that contain evidence that the school district is demonstrating fiscal distress under the standards and criteria adopted in Section 33127 or that contain a finding by an external reviewer that more than three of the 15 most common predictors of a school district needing intervention, as determined by the County Office Fiscal Crisis and Management Assistance Team, are present. If these findings are made, the county superintendent shall investigate the financial condition of the school district and determine if the school district may be unable to meet its financial obligations for the current or two subsequent fiscal years, or should receive a qualified or negative interim financial certification pursuant to Section 42131.

District Policy 3100, Budget states that the Governing Board accepts responsibility for adopting a sound budget for each fiscal year which is aligned with the district's vision, goals, and priorities.

RATIONALE: In January of 2022, Governor Newsom proposed the California State Budget for 2021-22. Because the State of California is the greatest source of funds for Tracy Unified School District operations, the Governor's January budget proposal is a key source of information for planning. His budget plan was revised in early May, but the budget itself has not yet been adopted by the California Legislature, but is not likely to change in any significant way.

Reserves for economic uncertainty are held at higher levels than recommended by the state board pursuant to subdivision (a) of Section 33128. These reserves are intended to meet the requirements of Education Code 42137.6 that a district demonstrate an ability to meet its financial obligations for the current or two subsequent fiscal years.

FUNDING: Given the budgeting guidelines offered by SJCOE, the ending balance from the 2021-2022 school year is projected to be adequate to meet the planning obligation for the 2022-23, the 2023-24, and the 2024-25 school years. Therefore, the proposed budget complies with Education Code Section 33127 which sets forth standards and criteria to be reviewed and used by local educational agencies in the development of annual budgets and the management of subsequent expenditures from that budget. The proposed budget will allow the district to meet its financial obligations during the fiscal year, and to satisfy its multiyear financial commitments.

RECOMMENDATION: Receive Report on the 2022-2023 Annual School District Budget.

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 24, 2022
SUBJECT: **Receive Report on Instructional Materials Adoption**

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 recommended IM for AP Government which was revised by the College Board.

In compliance with Board Policy 6161.1, teachers have been analyzing and evaluating textbooks using criteria set out in the California Department of Education’s (CDE) Toolkits for Instructional Materials Evaluation (TIME) adapted for this course. The teacher team selected a program and the Curriculum Council is recommending this program to the Board.

Course(s)	Publisher	Program/Title	Copyright
AP Government	BFW	<i>American Government: Stories of a Nation</i>	2021

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 \$34,000 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 Adoption.

Prepared by: Debra Schneider, Ph.D.



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 23, 2022
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments
Regarding the Proposed 2022-23 School District Budget**

BACKGROUND: Effective January 1, 2017, California Education Codes 42103 & 42126 require that on or before July 1 of each year, the governing board of each school district shall hold a public hearing on the proposed budget for the subsequent fiscal year. The public hearing shall take place in a school district facility, or some other place conveniently accessible to the residents of the school district, and the agenda for that hearing shall be posted at least 72 hours before the public hearing and shall include the location where the budget will be available for public inspection. The proposed budget shall show expenditures, cash balances, and all revenues, and shall also include an estimate of those figures, unaudited, for the preceding fiscal year.

RATIONALE: This public hearing is scheduled to fulfill the requirements of California Education Codes 42103 & 42126, and is in conjunction with an information item in which projected expenditures, cash balances, and revenues will be presented.

FUNDING: No funding is required for this agenda item.

RECOMMENDATION: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed 2022-23 School District Budget

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 19, 2022
SUBJECT: Conduct a Public Hearing to Solicit Recommendations and Comments Regarding the Proposed Local Control Accountability Plan (LCAP)

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Districts set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement
 - Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Districts must determine specific metrics and actions to be taken to achieve those goals
- Districts must use a standard format to report the LCAP plan
- Districts must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, the community at large.
- Districts must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.
- The local school board must approve both the LCAP along with the district budget prior to submission of the LCAP to the SJCOE no later than July 1, 2022.
- The LCAP must include a budget overview for families.

RATIONALE: District staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2022-2023. The purpose of this public hearing is to solicit

further recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

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

Prepared by: Ms. Tania Salinas, Director of Continuous Improvement, State and Federal Programs.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2022
SUBJECT: **Conduct a Public Hearing to Solicit Recommendations and Comments
Regarding the Proposed Local Control Accountability Plan (LCAP) for
Tracy Independent Study Charter School (TISCS)**

BACKGROUND: Since the 2013-14 Fiscal Year, the California State Legislature adopted new accountability measures for educational entities – County Offices, Districts, Charter Schools, etc. This accountability tool is known collectively as the Local Control Accountability Plan (LCAP).

The Local Control Accountability Plan (LCAP) requires that:

- Tracy Independent Study Charter School set annual goals addressing eight priority areas:
 - Basic Services
 - Implementation of CA State Standards
 - Parent Involvement
 - Pupil Achievement
 - Pupil Engagement
 - School Climate
 - Course Access
 - Other Pupil Outcomes
- Tracy Independent Study Charter School must determine specific metrics and actions to be taken to achieve those goals
- Tracy Independent Study Charter School must use a standard format to report the LCAP plan
- Tracy Independent Study Charter School must solicit input from various stakeholder groups, including school employees, parent advisory committees, a separate EL parent advisory committee, the community at large.
- Tracy Independent Study Charter School must hold at least one public hearing to discuss and adopt (or update) the LCAP. This hearing must solicit recommendations and comments from the public regarding expenditures proposed in the plan.

- The local school board must approve both the LCAP along with the Tracy Independent Study Charter School budget prior to submission of the LCAP to the SJCOE no later than July 1, 2022.
- The LCAP for Tracy Independent Charter School must include a budget overview for families.

RATIONALE: Tracy Independent Study Charter School staff members have solicited input from the required stakeholder groups by means of meetings and surveys. Recommendations brought forth were analyzed and incorporated into the LCAP for 2022-2023. The purpose of this public hearing is to solicit further recommendations and comments from the public regarding expenditures proposed in the LCAP plan.

FUNDING: No funding is required for this agenda item.

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

Prepared by: Zachary Boswell, Ed. D., Director of Curriculum and Accountability,
Principal of Tracy Independent Study Charter School



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 19, 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**

JUNE 14, 2022
SUMMARY OF SERVICES

A.	Vendor:	Atkinson, Andelson, Loya, Ruud and Romo
	Sites:	Tracy Unified School District
	Item:	Agreement for Special Services
	Services:	Legal and non-legal Human Resources consulting services and education law training classes.
	Cost:	\$340.00/hr. (senior partners), \$215.00/hr. (paralegals/legal assistants)
	Project Funding:	Risk Management

B.	Vendor:	Law Offices of Young, Minney & Corr, LLP
	Sites:	Tracy Unified School District
	Item:	Purchase Order
	Services:	Legal services related to charter school law.
	Cost:	\$305.00/hr. (partners), \$110.00/hr. (paralegals)
	Project Funding:	Risk Management

C.	Vendor:	Houghton Mifflin Harcourt (Scholastic iREAD)
	Sites:	District-wide
	Item:	iRead Annual Subscription - Renewal
	Services:	Online intensive intervention software for all District K-2 students. Use of this software program is intended to work towards the District LCAP goal of having all students reading at grade level by the third grade. Subscription includes unlimited K-2 student licenses, 145 teacher licenses, and 1 virtual professional development training day for new teachers.
	Cost:	\$ 44,780.00
	Project Funding:	ESSER Funds

D.	Vendor:	Stericycle
	Sites:	District-wide
	Item:	Five Year Agreement (expires 5/23/23)
	Services:	Hazardous drug and phlebotomy sharps container disposal.
	Cost:	< \$11,500.00
	Project Funding:	General Fund/Health Services

E.	Vendor:	Bockmon & Woody Electric Co., Inc.
	Sites:	Tracy Independent Charter School
	Item:	Contract
	Services:	Install electrical
	Cost:	\$45,761.00
	Project Funding:	Fund25

F.	Vendor:	Ricoh USA, Inc.
	Sites:	Special Education
	Item:	Statement of Work

Services: Scanning and indexing of Special Education student files. Upon completion files will be delivered as PDF images. The original documents will be shredded and disposed of.
Cost: \$27,448.61
Project Funding: General Fund

G. Vendor: Special Project for Utility Rate Reduction (SPURR)
Sites: District-wide
Item: Five Year Agreement (expires 6/30/24)
Services: SPURR is a California joint powers authority that operates an aggregated natural gas acquisition program for public K-12 school districts.
Cost: < \$300,000.00
Project Funding: General Fund

H. Vendor: Ingenium
Sites: District-wide
Item: Open Purchase Order
Services: Packaging, transporting, and disposal of hazardous and universal waste as required by the Department of Toxic and Substance Control and San Joaquin County Environmental Health.
Cost: < \$30,000.00
Project Funding: General Fund/Environmental Compliance

I. Vendor: City of Tracy
Sites: District-wide
Item: Police Service Agreement – Five Year Agreement (exp. 7/1/23)
Services: The District will continue to provide increased safety at its public schools by utilizing three Tracy City Police Department officers as School Resource Officers.
Cost: The District will compensate the City at one-half the rate of pay for each SRO per the Tracy Police Officer’s Association MOU. Not to exceed \$250,000.00
Project Funding: General Fund

J. Vendor: School Innovations & Achievement, Inc.
Sites: District-wide
Item: Three Year Agreement (expires 6/30/23)
Services: Compilation and preparation of the School Accountability Report Cards (SARC), as required by the California Education Code Section 35160,
Cost: \$21,500.00 annually
Project Funding: General Fund

K. Vendor: Cooperative Strategies
Sites: District-wide
Item: Five Year Agreement (expires 12/6/23)

Services: Cooperative Strategies will grant access to their web based myschoolLocation software to be used by District personel and the community to easily identify and match the student home address to their appropriate zoned school location.
Cost: \$689.00 annually
Project Funding: General Fund/Student Services

L. Vendor: Eide Bailly LLP
Sites: District-wide
Item: Three Year Agreement (expires 1/24/23)
Services: Audit financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of TUSD as of and for the year ending June 30, 2020, 2021, and 2022.
Cost: \$47,500.00, \$49,500, and \$50,000 respectively
Project Funding: General Fund

M. Vendor: McComick and Barstow, LLP
Sites: Tracy Unified School District
Item: Purchase Order
Services: Legal Services for liability claims and litigation.
Cost: \$235.00/hr. as negotiated by the NorCal Relief executive committee.
Project Funding: General Fund/Risk Management

N. Vendor: Leone & Alberts, Attorneys at Law
Sites: Tracy Unified School District
Item: Purchase Order
Services: Legal services for liability claims and litigation
Cost: \$235.00/hr. as negotiated by the NorCal Relief executive committee.
Project Funding: General Fund/Risk Management

O. Vendor: Johnson, Schachter, & Lewis
Sites: Tracy Unified School District
Item: Purchase Order
Services: Legal Services for liability claims and litigation
Cost: \$235.00/hr. as negotiated by the NorCal Relief executive committee.
Project Funding: General Fund/Risk Management



BUSINESS SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Dr. Rob Pecot, Assoc Supt of Business Services
DATE: May 18, 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:

George Kelly Elementary School:

1. Tracy Unified School District/Kelly Elementary School: From the George Kelly School Parent Teacher Organization for the total combined amount of \$18,000.84 as follows: \$225.28 (ck. #142), \$1,606.26 (ck. #143), \$200.00 (ck. #216), \$1,100.00 (ck. #217), \$1,025.00 (ck. #218), \$250.00 (ck. #221), \$915.00 (ck. #225), \$550.00 (ck. #226), \$1,000.00 (ck. #230), \$1,305.00 (ck. #231), \$4,200.00 (ck. #239), \$713.45 (ck. #244), \$575.00 (ck. #246), \$700.00 (ck. #251), \$2,091.36 (ck. #256), \$92.94 (ck. #270), \$250.00 (ck. #281), \$1,076.55 (ck. #288) and \$125.00 in cash. These donations were disbursed among the Kelly School teacher site accounts and they will be used for the purchase of classroom supplies.

Tracy High School:

1. Tracy Unified School District/Tracy High School: From Knife River Construction for the amount of \$500.00 (ck. #57053039). This donation will benefit Tracy High School's cross country team.
2. Tracy Unified School District/Tracy High School: From Irrigation Design & Construction (IDC) LLC for the amount of \$1,000.00 (ck. #99464). This donation is a contribution to the IDC Scholarship for the 2021-2022 school year.
3. Tracy Unified School District/Tracy High School: From Photo 360 for the amount of \$1,023.00 (ck. #1878). This donation will benefit Tracy High School's athletics program.

4. Tracy Unified School District/Tracy High School: From Sports Boosters, Inc. for the amount of \$500.00 (ck. #7286). This donation will benefit Tracy High School's athletics program.
5. Tracy Unified School District/Tracy High School: From the Tracy Breakfast Lions Club for the amount of \$500.00 (ck. #1535). This donation stems from proceeds earned during a Cioppino Dinner Night and it will benefit Tracy High School's Future Farmers of America program.
6. Tracy Unified School District/Tracy High School: From Las Positas College, Fire Service Technology, a 1974 Van Pelt Emergency Fire Truck, VIN# D806VV12949, at an estimated value of \$500.00. This fire truck will allow for hands-on learning that will benefit Tracy High School's Fire Science class.

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.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2022
SUBJECT: **Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2022-2023**

BACKGROUND: Tracy Unified School District (TUSD) has received grant funding since 2004 to provide school readiness programs that help young children grow up healthy and be successful in school and in life. The Building Literacy Together grant began in July 2010 and continued or expanded some of the services provided through the PLAY School Readiness Program from April 2006 to June 2010. Building Literacy Together program components include high-quality preschool for approximately 24 students, child and adult literacy activities, kindergarten transition programs during the spring and summer, parent education and involvement opportunities, and articulation between early childhood and elementary school programs.

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

FUNDING: There is no cost to the District; the District will receive grant money from First 5 San Joaquin to provide the Building Literacy Together project in the amount of approximately \$370,314. for the period July 1, 2022, to June 30, 2023.

RECOMMENDATION: Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant for 2022-2023.



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 Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School, William's Middle School and Monte Vista Middle School Parents and Students for the 2022-2023 School Year**

BACKGROUND: Research has documented the importance of involving parents in the educational program; however, some parents are more comfortable navigating the educational system than others. Guidance from the California Department of Education identifies parent involvement as a priority focus area for the development and implementation of the Local Control and Accountability Plan (LCAP). In recent years, all school sites have been encouraged to offer parent education opportunities and having done so; it appears that many of the same parents remain involved while others do not. Two years ago, a group of parents and students became involved in College Bound Tracy Unified School District (TUSD). Students and parents are engaged in this program and there is a desire to continue to provide this support to current participants at each high school for the 2022-2023 school year.

RATIONALE: During the 2015-2016 school year, TUSD piloted College Bound Tracy USD, a college and career readiness program which empowered approximately 50 Kimball, 50 West High and 5 Tracy High students (in grades 9 and 10) and their parents, guardians and/or responsible adults to navigate the educational system while ensuring postsecondary success. College Bound students and their parents attend mandatory monthly Saturday meetings throughout the school year. Parents and students alike identified the positive impact that this program is having on informing parents on how to best guide their child's educational path while students experience The College Bound Curriculum. During the 2019-2020 and 2021-2022 school year, the College Bound program continued supporting students and families. For the 2022-2023 school year College Bound Curriculum will be open to up to 180 8th-12 grade Tracy Unified scholars. The College Bound and Tracy Unified partnership will serve up to 435 scholars, parents, and families for the 2022-2023 school year. This program will meet District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals.

FUNDING: The total cost of College Bound Tracy USD is not to exceed \$214,415.00 paid for by ESSER/A-G Grant funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with College Bound Tracy USD, a Customized College and Career Readiness Program for Tracy High, West High and Kimball High School, William's Middle School and Monte Vista Middle School Parents and Students for the 2022-2023 School Year.

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 18, 2022
SUBJECT: **Approve Agreement for Contract Services with A Plus Academic Center in-person and virtual tutoring services for students experiencing housing insecurity and in the foster care system during the 2022-2023 School Year**

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

RATIONALE: The impact of COVID-19 continues to compound existing challenges found among students experiencing housing insecurity and in the foster care system. A Plus Academic Center is a company located in Tracy, which will allow families to coordinate sessions during the evenings and weekends. Each student can receive 3 hours of homework help and/or tutoring services per week, as needed. A Plus Academic Center and Prevention Services will monitor weekly student attendance and hours used. This service is in alignment with TUSD's LCAP Goal #1 Action 36: Intervention for Foster/Homeless Support.

FUNDING: Fees shall not exceed \$100,000.00

RECOMMENDATION: Approve Agreement for Special Contract Services with A Plus Academic Center for in-person and virtual tutoring services for students experiencing housing insecurity and in the foster care system during the 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 A Plus Academic Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide in-person and virtual homework help and tutoring services for students experiencing housing insecurity and in the foster care system 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 365 () [] HOURS [X] DAYS, under the terms of this agreement at the following location A Plus Academic Center.

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

- a. District shall pay \$ 45.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 100,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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) 8303218 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 16, 2022
SUBJECT: **Approve Agreement for Contract Services between Axis Community Health and Bohn Elementary, Poet-Christian School, and Monte Vista Middle School 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 in order to be academically successful.

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

FUNDING: The total cost for Axis Community Health services will not exceed \$220, 500.00. Services will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Axis Community Health and Bohn Elementary, Poet-Christian School, and Monte Vista Middle School 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 Axis Community Health, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide school-based mental health services during the 2022-2023 school year to the following school sites: Poet-Christian School (5 days @ 30 hrs/week); Monte Vista Middle School (5 days @ 30hrs/week); and Bohn Elementary School at (5 days @ 30 hrs/week). Submit a monthly Mental Health Referral Log and Student Logs with monthly invoices per school site. Providers must be Marriage Family Therapist (MFT) or Master of Social Work (MSW), Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT); Post-doctorate or registered Associate with the Board of Behavioral Sciences (BBS).

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3150 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$ 70 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$ 220,500.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 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 ³¹ 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

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2022
SUBJECT: **Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin County Public Health for the 2022-2023 School Year**

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

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. The San Joaquin County Public Health will provide CalFresh Healthy Living curricula that focuses on basic nutrition and mindfulness activities. This service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff; Priority 3) Parent Engagement.

FUNDING: CalFresh Healthy Living, San Joaquin Public Health, provides this service at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with CalFresh Healthy Living, San Joaquin Public Health 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 CalFresh Healthy Living, San Joaquin County Public Health, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To engage parents in workshops that focus on basic nutrition and mindfulness activities for the 2022-23 school year.

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

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

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

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

4. The terms of the agreement shall commence on 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 35 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

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2022-2023 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. For over 70 years, Catholic Charities of the Diocese of Stockton has provided social services to San Joaquin County and neighboring counties. They create services that support families and enhance communities regardless of race, age, or religion.

RATIONALE: There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Catholic Charities of the Diocese of Stockton provides this service at no-cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton 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 Catholic Charities of the Diocese of Stockton, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To provide Nurturing Parenting Program workshops intended to empower parents with new knowledge, beliefs, strategies and skills in parenting for the 2022-23 school year.

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

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

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

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

4. The terms of the agreement shall commence on 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:

Martha Arevalos
Contractor Signature Title

IRS Identification Number
94-1629114

Title
Interim Executive Director

Address
1106 N El Dorado Street

Stockton, CA 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2022
SUBJECT: Approve Agreement for Special Contract Services with Chest of Hope for the 2022-2023 School Year

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

RATIONALE: There are many potential benefits to coordinating parent outreach workshops at TUSD school sites. Chest of Hope will provide participants with a variety of tools and skills to encourage a healthy lifestyle & parenting. Over a course of 6 weeks, viewers will have the opportunity to learn about child development, child maltreatment, positive and negative nurturing, child safety, teaching responsibility, and finally, self-care. This service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff; Priority 3) Parent Engagement.

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

RECOMMENDATION: Approve Agreement for Special Contract Services with Chest of Hope for the 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 Chest of Hope, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To provide participants with a variety of tools and skills to encourage a healthy lifestyle and parenting. Over a course of 6 weeks, viewers will have the opportunity to learn about child development, child maltreatment, positive and negative nurturing, child safety, teaching and responsibility, and self-care, during the 2022-23 school year.

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

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

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

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

4. The terms of the agreement shall commence on July 1, 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:

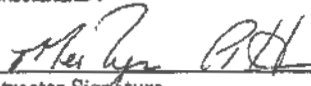
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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
33-1110800
IRS Identification Number
Executive Director
Title
90 West 11th Street # 201
Address
Tracy CA 95376

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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2021
SUBJECT: **Approve Agreement for Contract Services between Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High for the 2022-2023 School Year**

BACKGROUND: In compliance of AB 1767, Tracy Unified School District (TUSD) provides suicide awareness and prevention services to students. Specifically to 10th grade students, the Child Abuse Prevention Council (CAPC) has offered the Yellow Ribbon Campaign and Safe Talk, and Depression Group Counseling. TUSD will renew CAPC services for the 2021-22 school year.

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

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

RECOMMENDATION: Approve Agreement for Contract Services between Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High 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: Provide suicide awareness and prevention services: The Yellow Ribbon Campaign, Safe Talk, and Depression Group Counseling to Tracy HS, Kimball, HS, West HS, and Stein/Dunca Runsell Alternative HS during the 2022-23 school year.

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

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

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

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

4. The terms of the agreement shall commence on July 1, 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 R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2022
SUBJECT: Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department for the 2022-2023 School Year

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. The Citizens Academy of Tracy Police Department, has an existing partnership with TUSD schools and would like to expand district-wide.

RATIONALE: There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. The Citizens Academy, Tracy Police Department provides an in-depth view into various areas of law enforcement. It is a free educational and informative program that gives citizens the opportunity to learn about the role of law enforcement in the City of Tracy. At the conclusion of the Citizens Academy, graduates will receive a certificate of completion. It is their goal that upon completion of the course, graduates will partner with the Tracy Police Department by joining the Volunteers in Police Service (VIPS). This service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Citizens Academy, Tracy Police Department, provides this service at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Citizens Academy, Tracy Police Department 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 Citizens Academy, Tracy Police 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: To engage the community and provide an in-depth view into various areas of law enforcement for the 2022-23 school year.

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

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

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

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

4. The terms of the agreement shall commence on 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:

Cherise Acosta Digitally signed by Cherise Acosta
Date: 2022.05.23 18:07:22 -07'00'

Contractor Signature _____ Title _____

Tracy Unified School District _____

IRS Identification Number _____

Date _____

Crime Prevention Specialist

Account Number to be Charged _____

Title _____

Tracy Police Department

Department/Site Approval _____

Address _____

1000 Civic Center Drive

Budget Approval _____

Tracy, CA 95376

Date Approved by the Board _____



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 16, 2022
SUBJECT: **Approve Agreement for Contract Services between Community Medical Center and Duncan-Russel/Stein Continuation High and TISCS, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2022-23 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 in order to be academically successful.

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

FUNDING: The total cost for Community Medical Center services will not exceed \$588,000.00. Services will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between Community Medical Center and Duncan-Russel/Stein Continuation High and TISCS, Hirsch Elementary, Jacobson Elementary, Kimball High, McKinley Elementary, South West Park Elementary, Tracy High, and Williams Middle for the 2022-23 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 Community Medical Centers, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide schoolbased mental health services during the 2022-23 school year to the following school sites: Alternative Education Sites (Duncan-Russell/Stein Continuation High and TISCS), Hirsch Elementary; Jacobson Elementary, Kimball High; McKinley Elementary; South West Park Elementary; Tracy High; and Williams Middle for the 2022-23 School Year. Submit a monthly Mental Health Referral Log and Student Logs with monthly invoices per school site. Providers must be Marriage Family Therapist (MFT) or Master of Social Work (MSW), Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 8400 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.

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

- a. District shall pay \$⁷⁰ per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$588,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

5. This agreement may be terminated at any ~~55~~ 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

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2022
SUBJECT: **Approve Agreement for Contract Services between Faith in Action Education Services (FACES) and Prevention Services Department for the 2022-2023 School Year**

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

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

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

RECOMMENDATION: Approve Agreement for Contract Services between Faith in Action Education Services (FACES) and Prevention Services Department 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 Faith In Action Community Education Services (FACES), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To serve as an itinerant school-based mental health provider and provide tier 3 counseling services to high risk students, particularly homeless and foster youth, across TUSD. A monthly mental health referral log and student logs will be submitted with monthly invoices. Providers must be all licensed clinicians.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1020 () [X] HOURS [] DAYS, under the terms of this agreement at the following location Prevention Services - All Schools.

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

- a. District shall pay \$110.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$112,200.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [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
83-0818579

IRS Identification Number
Founder/CEO

Title
401 E. Main Street, Stockton CA, 95202

Address

CEO

Title

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Parents By Choice of Stockton for the 2022-2023 School Year**

BACKGROUND: The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. Parents By Choice of Stockton offers the Positive Parenting Program (Triple P). It is designed to reduce stress and improve the home atmosphere at no cost. Triple P doesn't tell adults how to parent. Rather, it introduces simple and practical strategies parents can adopt to suit their own values, beliefs and needs.

RATIONALE: There are many potential benefits to coordinating virtual parent outreach workshops at TUSD school sites. Additionally, this service aligns with TUSD's LCAP Goal 2) Provide a safe and equitable learning environment for all students and staff, Priority 3) Parent Engagement.

FUNDING: Parents By Choice of Stockton provides this service at no-cost to TUSD.

RECOMMENDATION: Approve Agreement for Special Contract Services with Parents By Choice of Stockton 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 Parents By Choice of Stockton, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: To provide Positive Parenting Program (Triple P) virtual workshops intended to empower parents with new knowledge, beliefs, strategies and skills in parenting for the 2022-23 school year.

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

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

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

- a. District shall pay \$0.00 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.

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

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

4. The terms of the agreement shall commence on 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



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 17, 2022
SUBJECT: Approve Agreement for Contract Services between Sow A Seed to provide Group Counseling for Stein/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School for the 2022-23 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 in order to be academically successful. Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum.

RATIONALE: A multi-tiered system of supports is the District's framework to identify levels of social-emotional interventions. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to students who are struggling to meet academic, attendance, and/or behavioral expectations within a school setting. The District benefits greatly from having school-based mental health support services across all schools, particularly Title 1 schools and with a high percentage of free and reduced lunch. A partnering agency of the PEI Project 5, Sow A Seed Community Foundation, will provide mental health support services to TUSD's schools with the highest percentage of free and reduced lunch applicants. Additionally, this service aligns with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The PEI Project 5 and SJCBS provides this service at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Contract Services between Sow A Seed to provide Group Counseling for Stein/Duncan-Russel Continuation High School, Central Elementary, North School, and South/West Park Elementary School for the 2022-23 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 Sow A Seed Community Foundation, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Through the Prevention & Early Intervention (PEI) Project 5: School-based Interventions for Children and Youth and San Joaquin County Behavioral Health Services (SJCBS), Sow A Seed Community Foundation will facilitate age-appropriate cognitive behavioral or other therapeutic groups to help children and youth practice impulse control, emotional regulation, positive & affirming relationships with peers and adults, etc. Group activities will follow an approved evidence based curriculum. Services will be provided to the following sites: Stein/Duncan-Russel Continuation HS, Central Elementary, North School, and South/West Park Elementary School during the 2022-23 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 850 () [] HOURS [X] DAYS, under the terms of this agreement at the following location See Above.

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

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

4. The terms of the agreement shall commence on 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) 8303218 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 18, 2022
SUBJECT: **Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District 6-8 grade schools: Williams, Monte Vista, Freiler, North, Poet, and Kelly Schools, 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. In partnership with the San Joaquin Pride Center, TUSD will expand mental health services for schools with students in grades 6-8. Services will include cultural awareness and diversity staff/parent trainings inclusive of the LGBTQ+ community, on-site support for student leadership clubs and the establishment of a Gay Straight Alliance, resource materials, and case management services.

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

FUNDING: Tracy Unified School District will pay \$11,000.00 using LCAP funds.

RECOMMENDATION: Approve Agreement for Contract Services between San Joaquin Pride Center and Tracy Unified School District 6-8 grade schools: Williams, Monte Vista, Freiler, North, Poet, and Kelly Schools, 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 San Joaquin Pride Center, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: In partnership with the San Joaquin Pride Center, TUSD will expand mental health services for schools with students in grades 6-8: Williams, Monte Vista, Freiler, North, Poet, and Kelly Schools. Services will include cultural awareness and diversity staff/parent trainings inclusive of the LGBTQ+ community, on-site support for student leadership clubs and the establishment of a Gay Straight Alliance, resource materials, and case management services.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2-4 () [] HOURS [X] DAYS, under the terms of this agreement at the following location see above schools.

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

- a. District shall pay \$ 11,000.00 per [] HOUR [] DAY [X] FLAT RATE, not to exceed a total of \$ 11,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0.00 for the term of this agreement.
- c. District shall make payment on a [] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1, 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 R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2022
SUBJECT: **Approve Agreement for Contract Services with Sow A Seed to provide Anger Management classes to students during the 2022-2023 School Year**

BACKGROUND: The Prevention Services Department coordinates prevention and early intervention services for the District. Referred students are enrolled in a psychoeducational course that addresses skill-building, decision making, and appropriate replacement behaviors.

RATIONALE: Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Students suspended and/or expelled for aggressive or combative behavior-related incidences will be referred to TUSD's tier 2 targeted intervention. Students will be enrolled into Sow A Seed's Stress and Conflict Management interactive course that will target cognitive restructuring, social skills development, a goal-setting workshop, and problem-solving skills development. This effort is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff.

FUNDING: The total cost for five cycles of Sow A Seed, Stress and Conflict Management six-week course, will not exceed \$3,625 and will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Sow A Seed to provide Anger Management classes to students during 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 Sow A Seed, 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 stress and conflict management classes to students for a total of five (5) six-week sessions during the 2022-23 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 ³⁵ _____ () [X] HOURS [] DAYS, under the terms of this agreement at the following location District Office.

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

- a. District shall pay \$¹⁰⁵_____ per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$^{3,675}_____. 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 ~~75~~ 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

Tracy Unified School District

IRS Identification Number

Date

Title

Account Number to be Charged

Address

Department/Site Approval

Budget Approval

Date Approved by the Board



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 18, 2022
SUBJECT: **Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High for the 2022-2023 School Year**

BACKGROUND: A program of Child Abuse Prevention Council, the Transitional Age Youth (TAY) Mentoring Program, is free for youth and young adults ages 16 -25. Services include career exploration and employment, financial literacy, physical and mental health, and housing

RATIONALE: The impact of COVID-19 has compounded existing challenges found among the TAY student group. This partnership will expand tiered-level of supports for the TAY student group and is in alignment with TUSD's LCAP Goal #2: Provide a safe and equitable learning environment for all students and staff

FUNDING: The Child Abuse Prevention Council is providing Transitional Age Youth (TAY) mentoring services at no cost to TUSD.

RECOMMENDATION: Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russel/Stein Continuation High, Kimball High, Tracy High, and West High 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 Transitional Age Youth (TAY) Mentoring Program - CAPC, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Through Child Abuse Prevention Council (CAPC), the Transitional Age Youth (TAY) Mentoring Program will provide services to youth and young adults ages 16-25 at school sites: Stein/Duncan-Russel, Kimball High, Tracy High, and West High 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 150 () [] HOURS [X] DAYS, under the terms of this agreement at the following location See Above.

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

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

4. The terms of the agreement shall commence on 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) 8303218 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 16, 2022
SUBJECT: **Approve Agreement for Special Contract Services with Valley Community Counseling to provide mental health services to Central Elementary, Freiler School, Kelly School, North School, Villalovoz Elementary and West High for the 2022-23 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 in order to be academically successful.

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

FUNDING: The total cost for Valley Community Counseling services will not exceed \$441,000.00. Services will be paid with TUSD LCAP funds.

RECOMMENDATION: Approve Agreement for Special Contract Services with Valley Community Counseling to provide mental health services to Central Elementary, Freiler School, Kelly School, North School, Villalovoz Elementary and West High for the 2022-23 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 Valley Community Counseling, hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide schoolbased mental health services during the 2022-23 school year to the following school sites: Central Elementary (5 days @ 6 hours/day); Freiler School (5 days @ 6 hours/day); Kelly School (5 days @ 6 hours/day); North School (5 days @ 6 hours/day); Villaloboz Elementary (5 days @ 6 hours/day); and West High (5 days @ 6 hours/day) for the 2020-21 School Year. Submit a monthly invoice per school site. Providers must be Marriage Family Therapist (MFT) or Master of Social Work (MSW), Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT); or a Master's level student enrolled in a Master's counseling program or related study.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 6300 () [X] HOURS [] DAYS, under the terms of this agreement at the following location see above.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
 - a. District shall pay \$70 per [X] HOUR [] DAY [] FLAT RATE, not to exceed a total of \$441,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
 - b. District [] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
 - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 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 83 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 25, 2022
SUBJECT: Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School Physical Education Teachers for the 2022-2023 School Year

BACKGROUND: Tracy Unified School District Physical Education teachers have received training from Aquatic Dreams in years past.

RATIONALE: To provide Tracy Unified School District Physical Education teachers with a blended online and in-person learning program that will increase their knowledge of overall water safety. High School Physical Education have the option of attending in August or throughout the year. Part One-Online component 8:00am-11:00am with Red Cross. The online component is approximately 3 hours long and can be completed at the teachers' home site. Part Two- In-person component 1:00-3:00pm. The in-person component is approximately 2 hours long and is completed at Aquatic Dreams Scuba Center in Modesto. The 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.

FUNDING: Funding will be paid through LCFF or Grant funds. TUSD will reimburse mileage for teachers driving their personal vehicles to and from Aquatic Dreams.

RECOMMENDATION: Approve Agreement for Contract Services with Aquatic Dreams Scuba Center, to Provide Professional Development to High School Physical Education Teachers for the 2022-2023 School Year.

Prepared by: Erin Quintana, Director, 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 Aquatic Dreams, 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 Aquatic Dreams Scuba Center, to provide Professional Development to High School Physical Education teachers 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 5 () [] HOURS [X] DAYS, under the terms of this agreement at the following location Aquatic Dreams, Modesto, CA.

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

- a. District shall pay \$ 855.00 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 855.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [x] MONTHLY PROGRESS BASIS [] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

AGREED:

Contractor Signature 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

Aquatic Dreams Scuba Center

1212 Kansas Ave, Modesto, CA 95351

Tracy Unified School District

1875 W. Lowell Ave
TracyCa, 95376

Quote



209-830-3200

Employee: Stacie Watts

Created: 5/21/2022 11:41:53 AM

Printed: 24 May 2022 02:52

Quote # 867

Qty	Stock #	Description	Unit Price	Price
5	RCWSCIW	Red Cross WATER SAFETY COURSE IN WATER	\$71.00	\$355.00
5	Red Cross	Red Cross WATER SAFETY for SWIM COACHS	\$100.00	\$500.00

Sub-Total \$855.00

Tax \$0.00

Grand Total \$855.00

This Quote is valid until Sunday, August 21, 2022



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Julianna Stocking, Assoc Supt of Ed Services
DATE: May 23, 2022
SUBJECT: Approve Agreement for Contract Services between Professional Development & Curriculum with Stanislaus State in support of Great Valley Writing Project to Provide Services for all ELA Teachers in Grades 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: Stanislaus State and 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 \$11,618 and will be paid out of LCFF or Grant Funds.

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

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 Stanislaus State in support of 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 Stanislaus State in support of 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 \$ 11,618 per [] HOUR [] DAY [x] FLAT RATE, not to exceed a total of \$ 11,618. 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 9/21 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

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

**Agreement between Tracy Unified School District
and California State University, Stanislaus (Stanislaus State)**

This Agreement is entered into this day 1st day of August, 2019 between California State University, Stanislaus referred to as "Stanislaus State" and Tracy Joint Unified School District, referred to as "TUSD".

WHEREAS, Stanislaus State and the Great Valley Writing Project shall be responsible for the oversight and implementation of the professional development program for all ELA learners in Grades 6-12.

THEREFORE the parties mutually agree as follows:

PERIOD OF PERFORMANCE

The period of performance begins **August 1, 2022** ("Beginning Date") and shall not extend beyond **May 31, 2023** ("Ending Date"). Stanislaus State is not obligated to continue work or provide services and TUSD is not obligated to compensate Stanislaus State for expenses incurred or commitments made before the Beginning Date or after the Ending Date.

STATEMENT OF WORK

Stanislaus State agrees to provide the necessary personnel, facilities, equipment, materials, and data to perform the Scope of Work in accordance with its proposal, which is incorporated into this Agreement as Exhibit A.

COST

In consideration for the work to be performed, TUSD agrees to pay Stanislaus State the following firm fixed price of **\$11,610**.

INVOICING

Upon final execution of this contract, Stanislaus State shall immediately invoice for the total amount to:

NOTICES

All notices required to be given by either party to the other party shall be made in writing. Notices shall be effective upon their receipt. Notice to each party shall be addressed to the appropriate party as listed in Exhibit C.

INDEMNIFICATION

TUSD agrees to indemnify, defend, and hold harmless the State of California, Board of Trustees of the California State University, California State University, Stanislaus and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from TUSD's performance of this Contract.

California State University, Stanislaus agrees to indemnify, defend, and hold harmless TUSD and their respective officers, agents and employees from any and all claims and losses accruing or resulting to any other person, firm or corporation furnishing or supplying work, service, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation related to, arising out of or resulting from California State University, Stanislaus performance of this Contract.

INSURANCE

Stanislaus State will carry Commercial General Liability in the amount of One Million Dollars (\$1,000,000) combined single-limit per occurrence and General Liability Aggregate in the amount of Two Million Dollars (\$2,000,000) with endorsement. Stanislaus State will carry State Statute Workers' Compensation coverage. Stanislaus State's officers, directors, employees, agents and volunteers shall be covered under one or more of these policies as appropriate.

Tracy Unified School District (1875 W. Lowell Avenue, Tracy, CA 95376) shall be named as an Additional Insured as follows: Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.

The coverage shall be primary and non-contributory, with respect to general liability with waiver of subrogation for workers compensation.

The additional insured endorsement will indicate the effective date, policy number, and the name of the insurance carrier.

AMENDMENTS

Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.

TERMINATION

Either party has the right to terminate this agreement for any reason by giving thirty (30) days written notice of intent to terminate. Upon receipt of such notification, Stanislaus State shall cease incurring costs under this Agreement and take action to cancel all outstanding obligations.

Stanislaus State will be reimbursed for all expenses incurred in accordance with Exhibit B, and any reasonable non-cancelable obligations, up to the maximum reimbursement amount. Upon payment of such costs, TUSD shall be entitled to, and Stanislaus State agrees to deliver, all data, reports, information, and deliverables which Stanislaus State has generated through the date of termination.

In the event that Stanislaus State commits any breach of or defaults on any of the terms or conditions of this Agreement, and also fails to remedy such default or breach within ten (10) days of receipt of written notice thereof from TUSD, TUSD may, at its option and in addition to any other remedies which it may have at law or in equity, terminate the whole or any part of this Agreement, and such termination shall be effective on the date of Stanislaus State's receipt of such written notice.

DISPUTES

Any dispute arising under or resulting from this Agreement that is not resolved within 60 days by mutual agreement shall be brought to the attention of the parties authorized representatives for resolution. If the informal dispute resolution process is unsuccessful, the parties may pursue all remedies not inconsistent with this Agreement.

CONFIDENTIALITY

Stanislaus State and TUSD shall maintain the privacy of personal information and protected data as confidential information. Confidential information shall not be used, disclosed or released without full compliance with applicable state and federal privacy laws, and this Agreement.

COMPLIANCE WITH THE LAW

Stanislaus State shall comply with all applicable federal, California state and local laws, regulations and other requirements.

CERTIFICATIONS

By accepting this contract with California State University, Stanislaus, Tracy Unified School District certifies neither it nor its principals or its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or Agency.

IN WITNESSS WHEREOF, this agreement contains the entire agreement between both parties superseding any prior or concurrent agreements as to the services being provided, and no oral or written terms or conditions which are not contained in this agreement shall be binding. This agreement may not be changed except by mutual agreement of the parties reduced to writing and signed.

Tracy Unified School District

California State University, Stanislaus:

Mary Stephens

Vice President for Business and Finance (Interim)

Signature

Date

Signature

Date

Richard Ogle, Ph.D.

Provost and Vice President for Academic Affairs

Signature

Date

Exhibit A

**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:

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

Exhibit B

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

**Exhibit C
Agreement Contacts**

University Contacts	Agency Contacts
Administrative Contact Name: Joyce Bell Director, ORSP Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3784 Fax: (209) 664-7048 Email: jbell6@csustan.edu	Administrative Contact Name: Address: Telephone: Fax: Email:
Principal Investigator Name: Dr. Brett Ashmun Project Director, GVWP Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3749 Fax: Email: bashmun@csustan.edu	Principal Investigator Name: Address: Telephone: Fax: Email:
Financial Contact Name: Lisa Austin Manager, Post Award Grants Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 664-6798 Fax: Email: laustin1@csustan.edu	Financial Contact Name: Address: Telephone: (209) Fax: (209) Email:
Authorized Official Name: Dr. Richard Ogle Provost and VP Academic Affairs Address: CSU Stanislaus One University Circle Turlock, CA 95382 Telephone: (209) 667-3203 Fax: Email: rogle@csustan.edu	Authorized Official Name: Address: Telephone: (209) Fax: (209) Email:



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 County Office of Education for Professional Development for 6th-12th Grade Mathematics Teachers on August 4, 2022**

BACKGROUND: In 2015 the California Department of Education adopted and implemented the current mathematical framework. In the spring of 2022, the mathematic framework was revised by the California Department of Education.

RATIONALE: 6th- 12th grade math teachers will engage with the proposed 2022 Math framework and become aware of some of the recommended shifts in mathematics education. They will explore some of the highlighted changes such as data-science, student engaging through big ideas, high school pathways, and equity and access for all learners. They will gain awareness on how integrating drivers of investigations, content connections and standards of mathematical practices can come together to make math relevant, meaningful and joyful for our learners. 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 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 \$2,400 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 for 6th-12th Grade Mathematics Teachers on August 4, 2022.

Prepared by: Erin Quintana, Director, 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 San Joaquin Office of Education, Mathematics 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: Professional Development For 6th-12th Grade Mathematics Teachers on August 4, 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 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 \$2,400 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 \$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 4, 2022, and shall terminate on August 5, 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

To: Erin Quintana

From: Satinder Singh
Director of Mathematics
San Joaquin County Office of Education

Here is the proposal for the professional development on August 4th for 6-12 Math Teachers

August 4, 2022
8:00-12:00
6-12 grade Teachers (40-50)

The participants will engage with the proposed 2022 Math framework and become aware of some of the recommended shifts in mathematics education. They will explore some of the highlighted changes such as data-science, student engaging through big ideas, tracking, high school pathways, and equity and access for all learners. They will gain awareness on how integrating drivers of investigations, content connections and standards of mathematical practices can come together to make math relevant, meaningful and joyful for our learners.

Fee: \$2400. The fee includes the prior planning, preparation and facilitation on August 4.



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 20, 2022
SUBJECT: **Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2022-2023 School Year**

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

RATIONALE: The Agricultural Incentive Grant provides additional funds for equipment, materials, and travel for students. The grant money provided to the Tracy Agriculture Department will be used for technology improvements, assist in the purchasing of materials to ensure a quality learning environment, and allows students to attend leadership conferences from the national to the local level. By accepting this grant, the District agrees to supplement the agriculture program by an in-kind match of the funds in the amount of \$20,960.00. This meets Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Agriculture Incentive Grant - \$ 20,960.00

RECOMMENDATION: Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2022-2023 School Year.

Prepared by: Mr. Jason Noll, Principal, Tracy High School

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022-23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Tracy High School

School Site


Tracy Unified School District

District

Please include the following items with your application:

- Eligibility Determination Sheet
- Variance Request Form (if applicable)
- Quality Criterion 12 Form (if applicable)
- Award Estimator and Budget Sheet
- List of Agriculture Teachers

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




Signature of Authorized Agent

Superintendent

Authorized Agent Title



Signature of Agriculture Teacher
Responsible for the Program



Signature of Principal

Contact Phone Number: (209) 830-3360

Date of Local Agency Board Approval: 06/14/22

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education
(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Eligibility Determination Sheet

IN ORDER TO APPLY FOR FUNDING, YOU MUST MEET **ALL** THE QUALITY CRITERIA LISTED BELOW.

Please check each Quality Criteria you meet:

- 1. Curriculum and Instruction
- 2. Leadership and Citizenship Development
- 3. Practical Application of Occupational Skills
- 4. Qualified and Competent Personnel
- 5. Facilities, Equipment, and Materials
- 6. Community, Business, and Industry Involvement
- 7. Career Guidance
- 8. Program Promotion
- 9. Program Accountability and Planning

IF YOU CHECKED **ALL** THE REQUIRED QUALITY CRITERIA, PLEASE
CONTINUE TO THE NEXT PAGE OF YOUR APPLICATION.

If you **do not** meet one or more of the criteria listed above, you may submit a Variance Request Form for each unmet criterion.

A variance is a proposed plan to bring your program into compliance with all the quality criteria listed above, prior to the following year's application.

All variances must be approved with this application in order to be eligible for funding. Non-compliance with the terms of the approved variance will result in a loss of funds.

Will you be including a formal Variance Request Form for each unmet criterion?

Yes No

IF YOU ARE REQUESTING ONE OR MORE VARIANCES, PLEASE COMPLETE A
VARIANCE REQUEST FORM FOR EACH AND CONTINUE TO THE NEXT PAGE OF
YOUR APPLICATION.

IF YOU DO NOT MEET **ALL** REQUIRED QUALITY CRITERIA LISTED ABOVE,
AND YOU ARE NOT SUBMITTING A VARIANCE REQUEST FORM

STOP

YOU ARE NOT ELIGIBLE TO APPLY FOR FUNDING THROUGH THE AGRICULTURAL
CAREER TECHNICAL EDUCATION INCENTIVE GRANT.

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022-23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

AWARD ESTIMATOR

DATES OF PROJECT DURATION: JULY 1, 2022 TO JUNE 30, 2023

Applicant Information (please fill in the underlined fields)

Number of different agriculture teachers at site (Please attach a separate list of agriculture teachers' names):	<u>5</u>
Total number of students from the prior fiscal year R-2 Report:	<u>495</u>
Number of teachers meeting Criterion 10 (Class size - See instructions):	<u>0</u>
Number of teachers meeting Criterion 11a (Year round employment - See instructions):	<u>5</u>
Number of teachers meeting Criterion 11b (Project supervision period - See instructions):	<u>1</u>
Do you meet all criteria on the attached Quality Criterion 12 Form (Y/N)?	<u>N</u>

Award Calculations

Part 1: Based on your number of agriculture teachers at the site: (Please attach a separate list of agriculture teachers' names):	<u>\$ 5,000.00</u>
Part 2: Based on \$8.00 per member listed on the R-2 Report:	<u>\$ 3,960.00</u>
Part 3a: Based on number of teachers meeting Criterion 10:	<u>\$ 0.00</u>
Part 3b: Based on number of teachers meeting Criterion 11a:	<u>\$ 10,000.00</u>
Part 3c: Based on number of teachers meeting Criterion 11b:	<u>\$ 2,000.00</u>
Part 4: Based on meeting all criteria on the Quality Criterion 12 Form:	<u>\$ 0.00</u>
Total Estimated Award:	<u>\$ 20,960.00</u>

AGRICULTURAL CAREER TECHNICAL EDUCATION INCENTIVE GRANT 2022–23 APPLICATION FOR FUNDING

California Department of Education

(Due Date: To be received in Regional Supervisor's Office by June 30, 2022)

Budget Sheet

Incentive grant awards must be matched for each Account Number below (4000, 5000, and 6000). Account Number 4000 requires only the subtotal be matched, but Account Numbers 5000 and 6000 must be matched by line item. A waiver of matching must be approved for any instances where matching funds do not meet or exceed Incentive Grant funds.

Amount left to Allocate: \$ 0.00

4000: Books & Supplies

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	FFA Pamphlets	\$ 5,000.00	\$ 5,000.00
Subtotal	N/A	\$ 5,000.00	\$ 5,000.00

5000 Services and Operating Expenses, including services of consultants, staff travel, conferences, rentals, leases, repairs, and bus transportation

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Conferences	\$ 6,000.00	\$ 6,000.00
2.	Transportation	\$ 2,960.00	\$ 2,960.00
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
Subtotal	N/A	\$ 8,960.00	\$ 8,960.00

6000 Capital Outlay, including sites, buildings, improvement of buildings, and equipment

Items	Description of Items of Funds Being Used	Incentive Grant Funds	Matching Funds
1.	Ag Mechanics - equipment	\$ 2,500.00	\$ 2,500.00
2.	Art & History of Floral Design	\$ 4,500.00	\$ 4,500.00
3.	(New course - equipment needed)		
4.			
5.			
Subtotal	N/A	\$ 7,000.00	\$ 7,000.00

Total Allocated Funds: \$ 20,960.00 \$ 20,960.00

2022-2023 Tracy High School Agriculture Teachers

Tracy Unified School District

1. Patrick Rooney
2. Jason Gentry
3. Yesenia Huerta
4. Kaylie Navarrete
5. Francesca Carrillo

INCENTIVE GRANT IN-SERVICE ACTIVITIES DOCUMENTATION

CRITERIA 4.B

School Year

2021-2022

School

Tracy High School

Based on the previous year's record, every agriculture teacher, teaching at least ½ time agriculture, attends a minimum of six of the following professional development activities:

Qualified and Competent Personnel

ACTIVITIES	TEACHERS NAMES					
	Rooney	Souza	Gentry	Swall	Huerta	
Fall Region Meeting	X		X	X	X	
Region In-service Day (Road Show)						
Spring Region Meeting			X	X	X	
Section In-service	X		X	X	X	
Section In-service	X				X	
Section In-service	X				X	
Section In-service						
New Teacher Conference				X	X	
Master Teacher Conference						
Summer CATA Conference						
University AgEd Skills Week						
Professional Development **	X	X	X	X	X	

** Can utilize a *maximum* of two other "*Agriculturally Related*" Professional Development activities than those listed above. These must be approved by the Regional Supervisor. Explain the Professional Development:

1 TUSD sponsored PLC training and BBD (2) Rooney, (2) Souza, (2) Gentry, (2) Swall, (2) Huerta

2 Ag Council of California annual conference (March 13-16, 2022) Rooney

3 Wood Pro Expo of California (April 27-29, 2022) Gentry

4

5

ANNUAL FFA CHAPTER ACTIVITIES CHECK SHEET

Year 2021-2022 School Tracy High School

Must meet at least 12 areas

ACTIVITY	NUMBER OF PARTICIPANTS
----------	------------------------

Attended the following:

Greenhand Conference	20
Made For Excellence Conference	5
Advanced Leadership Academy	1
Chapter Officer Leadership Conference	6
Spring Region Meeting	3
State Leadership Conference	7
National Convention	3

Submitted the following:

State Degree Application	3
American Degree Application	0
Proficiency Award Application - Section	0
Chapter Award Application - State	0
Scholarship Application - State	0

Participated in the following:

Opening and Closing Contest - Section	18
Best Informed Greenhand Contest - Section	0
Co-Op Marketing Quiz - Section	0
Creed Recitation - Section	0
Extemporaneous Speaking - Section	1
Job Interview - Section	2
Impromptu Speaking - Section	2
Prepared Speaking - Section	1
Parliamentary Procedure - Section	0
County/District Fair/Show	25
Career Development Teams (other than those identified above)	
1 Livestock	4
2 Meats	6
3	
Other Activity Above the Chapter Level (Leadership Events/Additional CDE Teams)	
1 Can Food Drive - Interfaith Ministries	115
2 Breakfast Lions Club - Cioppino Feed	20
3	
4	
5	

TOTAL AREAS MET 18



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 20, 2022
SUBJECT: **Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2022-2023 School Year**

BACKGROUND: Students and personnel of the Tracy High Agriculture Department and Future Farmers of America (FFA) travel yearly to numerous functions in order to receive training and in-service in the areas of Leadership and Education. Attached, on separate pages, please find the dates and functions recommended for approval.

RATIONALE: Learning for teachers and students goes beyond the classroom, and these types of activities motivate teachers and students to stay active in the learning process. They will be planning and making decisions for the coming school year. These activities align with Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals. Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential, and Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: Funding for the activities are District funds, Carl Perkins/VEA, Agriculture Incentive Grant, FFA Student Body Account, FFA Foundation. Fundraisers will be available to pay for those students who are unable to fund their own trip. District agriculture vehicles and District vehicles provide transportation, as well as District approved drivers.

RECOMMENDATION: Approve all Out of State, Overnight, and Out of District Travel for Tracy High AG/FFA Teachers and Students for the 2022-2023 School Year.

Prepared by: Mr. Jason Noll, Principal, Tracy High School

Tracy High School
Agriculture Department/FFA Travel Schedule
2022-2023

<u>Date</u>	<u>Function</u>	<u>Funding</u>
7/14-15/22 (Thur-Fri)	FFA Officer Retreat TBD (Out of District, teachers & students)	FFA & FFA Foundation Students
7/18-31/22 (Thur-Sun)	California State Fair Sacramento, California (Out of District, teachers and students)	FFA FFA Foundation Students
8/24/22 (Wed)	Delta Cal Meeting (Fall) Manteca H.S. Manteca, CA (Out of District, teachers)	FFA ROP/CTE Ag Incentive Grant
9/14/22 (Wed)	Opening and Closing Speech Contest Manteca, CA (Out of District, Teachers and Students)	FFA ROP/CTE Ag Incentive Grant
9/14/22 (Wed)	Sectional Officer Leadership Conf Manteca, CA (Out of District, Teachers and students)	FFA AG District Funds Ag Incentive Grant
10/6/22 (Thur)	FFA Delta Cal Greenhand Conference Lodi, CA (Out of District, Teachers and students)	FFA Ag District Funds Ag Incentive Grant
10/1/22 thru May 2023	Project Visits – observe student’s work Various student homes (Teachers and students)	FFA FFA Foundation
10/6-9/22 (Thur-Sun)	Grand National’s Livestock Show Daly City, CA (Out of District, Teacher & Students)	ROP/CTE AG Incentive/Students FFA Foundation

<u>Date</u>	<u>Function</u>	<u>Funding</u>
10/20/22 (Thur)	Pumpkin Patch for Pre-Schoolers Ag Farm, Tracy High (Teachers and students)	FFA ROP/CTE
10/26-30/22 (Wed-Tue)	National FFA Convention Indianapolis, IN (Out of state/overnight, teachers and students)	FFA Foundation ROP/CTE Students Ag Incentive Grant
11/9/22 (Wed)	CATA Administrators Night TBD (Teachers and Admin.)	FFA Foundation
11/18-19/22 (Fri – Sat)	CATA Regional Meeting & Road Show Tuolumne, CA (Out of District/overnight, teachers)	Ag Incentive Grant ROP/CTE
11/27-12/3/22 (Sun-Sat)	NAAE (Nat'l. Assn. Ag Teachers) Conference New Orleans, LA (Out of State/overnight, teachers)	FFA Foundation CTE Ag Incentive Grant
12/3/22 (Sat)	Tracy Lions Club Crab Feed Tracy, CA (Teachers and Students)	N/C
12/9-10/22 (Fri-Sat)	BIG Co-Ops Speaking Contest Stockton, CA (Out of district, teachers and students)	FFA FFA Foundation
1/13-14/23 (Fri-Sat)	Made for Excellence Leadership Seminar Sacramento, Ca (Out of district, overnight, teachers and students)	FFA Ag Incentive Grant ROP/CTE
1/9/23 Thru 4/29/23	Ag Proficiency Classes (Various days) MJC or Delta College (Out of district, teachers and students)	FFA Ag Incentive Grant
1/21/23 (Sat)	Reedley Mid-Winter Field Day Reedley, CA (Out of District, teachers and students)	FFA Students

<u>Date</u>	<u>Function</u>	<u>Funding</u>
1/26/23 (Thur)	FFA State Degree Scoring Interview Contest/Record Books Ripon, CA (Out of district, teachers and students)	FFA Ag District Funds
1/28/23 (Sat)	FFA Foundation Crab Feed Tracy Community Center (Teachers, students and parents)	FFA Foundation FFA
2/7/23 (Tue)	Animal Buying for Fair Location – TBA (Out of District, teachers)	Students FFA
2/10-11/23 (Fri-Sat)	Chico State Field Day Chico, CA (Out of district, overnighiter, teachers, and students)	FFA Students
2/16/23 (Thur)	WORLD Ag Expo Tulare, CA (Out of district, teachers and students)	FFA ROP/CTE Ag Incentive Grant
2/18/23 (Sat)	Tracy Lions Cioppino Feed Tracy Portuguese Hall (Teachers, students and parents)	N/C
2/1/23 (Wed)	FFA Speech Contest/Regional Semi-Finals Linden, Ca (Out of district, teachers and students)	FFA ROP/CTE
2/6/23 (Mon)	FFA Central Region Prof. Review Ripon, CA (Out of district, teachers and students)	FFA AG District Funds
2/4/23 (Sat)	Arbuckle Field Day Arbuckle, CA (Out of district, overnight, teachers and students)	FFA Students
2/25/23 (Sat)	FFA/CATA Central Region Meeting Merced, CA (Out of district, teachers and students)	Ag District Funds

<u>Date</u>	<u>Function</u>	<u>Funding</u>
2/15/23 (Wed)	Feeder School Presentations Various Middles Schools Tracy, CA (Teachers and Students)	FFA Ag District Funds
2/21-24/23 (Tue-Fri)	State FFA Proficiency Scoring Galt, CA (Out of District, teachers and students)	FFA ROP/CTE
3/29-31/23 (Wed-Fri)	Ag Council of California Conference Monterey, CA (Out of District, teachers)	CTE Carl Perkins
3/3-4/23 (Fri-Sat)	UC Davis Field Day Davis, CA (Out of district, overnight teachers and students)	FFA Students
3/10/23 (Fri)	FFA Sectional Parli-Pro Contest & Co-op Ripon, CA (Out of district, teachers and students)	FFA ROP/CTE
3/11/23 (Sat)	Merced Field Day Merced, CA (Out of district, teachers and students)	FFA Students
3/30/23 (Thur)	Field Trip UC DAVIS, Davis, CA (Out of district, teachers and students)	ROP/CTE Ag District Funds
3/28/23 (Tue)	FFA State Degree Ceremony Delta College Stockton, CA (Out of district, teachers and students)	FFA Students
3/18/23 (Sat)	Great Western judging contest Tulare, CA (Out of district, teachers and students)	FFA Students
3/31/23 (Fri)	Central Reg. FFA Speech Finals MJC Modesto, CA (Out of District, teachers and students)	FFA ROP/CTE

<u>Date</u>	<u>Function</u>	<u>Funding</u>
3/25/23 (Sat)	Modesto JC Field Day Modesto, CA (Out of district, teachers and students)	FFA Students
3/10/23 (Fri)	Regional Parli-Pro Contest MJC Modesto, CA (Out of district, teachers and students)	FFA ROP/CTE
3/15-20/23 (Wed-Mon)	FFA State Leadership Conference Ontario, CA (Out of district, overnight, teachers and students)	FFA/Students Ag Incentive Grant ROP/CTE FFA Foundation
3/24/23 (Fri)	AG Day 2018 Sacramento, CA (Out of district, teachers and students)	FFA ROP/CTE
4/6/23 (Thur)	UC Davis Veterinary Medicine Ed. Day Davis, CA (Out of district, teachers and students)	FFA ROP
4/8/23 (Sat)	Plymouth Steer Show Plymouth, CA (Out of district, teachers and students)	FFA
4/1/23 (Sat)	Reedley Field Day Reedley, CA (Out of district, teachers, and students)	FFA
4/8/23 (Sat)	Consumnes River College Field Day Consumnes River, CA (Out of district, teachers and students)	FFA
4/22/23 (Sat)	Fresno Field Day Fresno, CA (Out of district, overnight teachers and students)	FFA
4/27/23 (Thur)	AG-Venture Manteca, CA (Out of district, teachers and students)	FFA Ag District Funds

<u>Date</u>	<u>Function</u>	<u>Funding</u>
4/19/23 (Wed)	Delta-Cal Sectional Meeting/FFA Officer Election Delta College Stockton, CA (Out of district, teachers and students)	FFA
5/4/23 (Thur)	FFA End of Year Banquet Tracy, CA (Students, teachers and parents)	FFA FFA Foundation
5/5-7/23 (Fri – Sun)	FFA State Finals San Luis Obispo, CA (Out of district, overnight, teachers & students)	CTE/Perkins FFA Students FFA Foundation Ag Incentive Grant
5/12/23 (Fri)	FFA/American Farmer Contest/Regional Galt, CA (Out of district, teachers and students)	FFA Ag District Funds
6/2/23 (Thur)	FFA Point Awards Trip Great America or Marine World (Out of district, teachers and students)	FFA FFA Foundation
6/15-16/23 (Thur-Fri)	FFA Officer Leadership Retreat Location -TBD (Out of District, overnight, teachers and students)	FFA FFA Foundation
6/10-18/23 (Sat-Sun)	AG Fest/S.J. County Fair Stockton, CA (Out of District, teachers and students)	FFA FFA Foundation
6/18-22/23 (Sun-Thurs)	Calif. Ag. Teachers State Conference San Luis Obispo, CA (Out of District, overnight, teachers only)	Ag District Funds ROP/CTE Ag Incentive Grant

**** It is IMPORTANT to note that we will more than likely be traveling to other FFA and CATA events and activities not listed above, as there is not information available at this time.**

*****Due to the Sectional, Regional and State CATA committees, these dates may change.**



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Tammy Jalique, Associate Superintendent of Human Resources
DATE: June 1, 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>
Adame, Altagracia School Site Budget Manager	Tracy High	6/30/2022	Personal
Clark, Kamara Head Counselor	THS	6/30/2022	To move to a Counselor position at Tracy High School
Hawkins, Susan Assistant Principal	North	6/30/2022	Accepted the Principal position at North School
Hoffman, Jenny Counselor	THS	6/30/2022	Accepted the Assistant Principal Position at Williams
Jimenez, Jose Principal	North	6/30/2022	Accepted the English Learner Coordinator
Martinez, Evelyn Personnel Technician	Human Resources	6/16/2022	Accepted a Clerk Typist I position Position

Kenneth Moore	WMS	7/1/2022	Special Education, RSP
Audra Munoz Counselor	THS	6/30/2022	Accepted Head Counselor Position at Tracy High
Petty, Mary (Replacement) Director of Student Service and Curriculum	DEC	6/30/2022	To accept the Director of Continuous Improvement, State and Federal Programs position
Quintana, Antonio	WMS	6/30/2022	Accepted an Assistant Principal position at Tracy High School
Salinas, Tania Director of State & Federal Programs and Continues Improvement	DEC	6/30/2022	Accepted Associate Superintendent of Business Services
Wichman, Steven Assistant Principal	WHS	6/30/2022	Accepted the Principal position at Poet Christian School

BACKGROUND:

CERTIFICATED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Ceja, Sol Biology	WHS	6/1/2022	Personal
Eccles, Brian Special Ed. RSP	WHS	6/1/2022	Personal
Empie, Sara 4 th grade- GATE	SWP	5/31/2022	Personal
Guerrero-Herrera, Alejandra 7/8 SDC	Poet	6/30/2022	Personal
Jaramillo Salazar, Euphemia 8 th grade Core	Poet	6/30/2022	Personal

Moore, Kenneth Special Education RSP	WMS	7/1/2022	Personal
Ramsey, Betsey 3 rd grade- Conventional	SWP	7/1/2022	Personal
Reyburn, Heather Professional Learning TOSA	Prof. Learning	6/30/2022	Accepted the Assistant Principal Position at Monte Vista
Rousan, Bana 7/8 Science	MVMS	5/27/2022	Personal
Swall, Kelsey Agricultural Science	THS	6/30/2022	Personal
Wingate, Sierra 4/5 grade SDC	McKinley	7/1/2022	Personal

BACKGROUND:

CERTIFICATED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Borba, Debora 5 th grade	Villalovoz	7/1/2022	Retirement

BACKGROUND:

CLASSIFIED RETIREMENTS

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Gaydosh, Cheryl Special Ed Para	Bohn	5/30/2022	Retirement
Lloyd, Lana ISET Technician I	ISET	6/30/2022	Retirement
Marian, Tamara School Site Budget Clerk	SWP	6/30/2022	Retirement

BACKGROUND:

CLASSIFIED RESIGNATION

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Cedillo, Rebeca Para Educator	BES	8/4/2022	Accepted Para Position with more Hours

Cedillo, Rebeca Para Educator	HES	8/4/2022	Accepted Para Position with more Hours
De La Rosa Juarez, Juana School Supervision Assistant	Central	8/4/2022	Accepted FSW position
Harvey, Maristela Para Educator	BES	8/4/2022	Accepted Para Position with less Hours
Macon, Michelle IEP Para Educator	JES	5/28/2022	Personal
Matasol, Cinthya Food Service Worker II	WHS	4/24/2022	Accepted UIII Position
Millan, Giovanna Preschool Instructor	North	6/1/2022	Personal
Ruiz, Carlos Utility Person III	MOT	4/23/2022	Personal
Ruiz Rocha, Thamara Clerk Typist I	McKinley	7/28/2022	Accepted Parent Liaison position
Sanchez-Chavez, Norma Bilingual Para Educator	SWP	8/4/2022	Accepted Bilingual Para Educator position w/more hours
Vera, Elizabeth Educator	JES	8/4/2022	Accepted Para Para Position with more Hours

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: June 1, 2022
SUBJECT: Approve Classified, Certificated, and/or Management Employment

BACKGROUND:

MANAGEMENT/CLASSIFIED
CONFIDENTIAL

Clark, Kamara

Tracy High School (Replacement)
Counselor
LMP, Class 7, Step H, \$115,430.00
Fund: General

Hawkins, Susan

North School (Replacement)
Principal
LME, Class 54, Step D, \$124,989.00
Fund: General

Hoffman, Jenny

Williams Middle School (Replacement)
Assistant Principal
LME, Class 51, Step D, \$124,460.00
Fund: General

Jimenez, Jose

District Wide (Replacement)
English Learner Coordinator
LME, Class 49, Step E \$144,172.00
Funds: Restricted

Munoz, Audra

Tracy High School (Replacement)
Head Counselor
LMP, Class 11, Step H, \$121,899.00
Funds: General

Petty, Mary
DEC
Director of Continuous Improvement, State and
Federal Programs position
LME, Class 54, Step E \$169,104.00
Fund: General

Quintana, Antonio
Tracy High School (Replacement)
Assistant Principal
LME, Class 54, Step B, \$124,074.00
Fund: General

Salinas, Tania
Associate Superintendent of Business Services
(Replacement)
LME, Range 63, D - \$759.77 daily
Fund: General

Reyburn, Heather
Monte Vista Middle School (Replacement)
Assistant Principal
LME, Class 54, Step C, \$116,528.00
Fund: General

Wichman, Steven
Poet Christian (Replacement)
Principal
LME, Class 54, Step D, \$141,627.00
Fund: General

BACKGROUND:

CERTIFICATED

Freitas, Patricia
Tracy Independent Charter (New)
Special Sped. SDC/SDC
"A" Class I, Step 2, \$59,107.00
Fund: Special Education

Giardina, Tammy
Tracy Independent Charter (New)
Special Ed. SDC/RSP
"A" Class I, Step 2, \$59,107.00
Fund: Special Education

Gupta, Shalini
George Kelly School (Replacement)
Science
"B" Class VI, Step 3, \$65,863.00
Funds: General

Hashimoto, Stuart
West High School (Replacement)
.60 Physical Ed./ .40 Athletic Director
128 "A" Class I, Step 1, \$ 54,867.00
Fund: General Fund

Perez, Sharon (Replacement)

Poet Christiaan School
Special Education, SDC
"A" Class I, Step 1, \$56,987.00
Fund: Special Education

BACKGROUND:

CLASSIFIED

Baca, Patricia

Bus Driver (New)
Transportation
8 hours per day
Range 38, Step D - \$26.05 per hour
Fund: Special Ed – Transportation

Cedillo, Rebeca

Para Educator I (New)
Hirsch
8 hours per day
Range 24, Step E - \$19.67 per hour
Fund: ELO Grant

Davalos, Gloria

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

De La Rosa Juarez, Juana

Food Service Worker (New)
SWP
3 hours per day
Range 22, Step E - \$18.78 per hour
Fund: Child Nutrition School Program

Garcia, Silverio

Groundskeeper (Replacement)
MOT/Kimball
8 hours per day
Range 33, Step C - \$22.12 per hour
Fund: Ongoing and Major Maintenance

Goodman, Taneisha

Utility Person III (Replacement)
MOT
8 hours per day
Range 38, Step A - \$22.62 per hour
Fund: Special Ed Transportation, General Fund
Unrestricted, Ongoing and Major Maintenance

Harvey, Maristela

Para Educator I (New)
South West Park
6 hours per day
Range 24, Step E - \$19.67 per hour

	Fund: Targeted SES
Lugo Contreras, Ana	Utility Person II (New) MOT 8 hours per day Range 35, Step C - \$23.18 per hour Fund: General Fund
Martinez, Evelyn	Clerk Typist I (Replacement) Kelly 4 hours per day Range 23, Step E - \$19.24 per hour Fund: General Fund
Resendiz, Concepcion	Clerk Typist I (New) Poet Christian 8 hours per day Range 23, Step C - \$17.55 per hour Fund: ELO Grant
Resendiz, Vivian	Para Educator I (New) North 6 hours per day Range 24, Step A - \$16.35 per hour Fund: Targeted SES
Rodriguez Salazar, Juan	Utility Person II (Replacement) MOT 8 hours per day Range 35, Step E - \$25.43 per hour Fund: General Fund
Ruiz Rocha, Thamara	Parent Liaison (Replacement) Freiler/Poet Christian 8 hours per day Range 28, Step B - \$18.78 per hour Fund: Targeted EL
Sanchez-Chavez, Norma	Bilingual Para Educator (New) SWP 6 hours per day Range 28, Step E- \$19.67 per hour Fund: Targeted SES
Sanchez, Jenay	Bilingual Para Educator (Replacement) SWP 4 hours per day Range 24, Step C - \$17.94 per hour Fund: Targeted EL
Vera, Elizabeth	Para Educator I (New) Jacobson

6 hours per day
Range 24, Step E - \$19.67 per hour
Fund: Targeted SES

BACKGROUND:

Jaime Perez

Melissa Weagley

Chris Hayley

Paul Gates

Lindsey Murray

COACHES

Cross Country- Head Varsity
Tracy High
Stipend: \$6358.61

Cross Country- Assistant Coach
Tracy High
Stipend: \$5089.18

Basketball- Boys' Soph
Kimball High
Stipend: \$5089.18

Football- Varsity Assistant
Kimball High
Stipend: \$5510.40

Water Polo- Girls Head Coach
Tracy 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. Of Human Resources
DATE: June 6, 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.

Bridget Ann Deneau; District; Special Education Program Specialist

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. For Human Resources
DATE: May 23, 2022
RE: **Approve Paid Student Internship with CalState TEACH**

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges, universities, and programs. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. An agreement with California State University's CalState TEACH Program and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be in effect as of August 1, 2022, through July 31, 2025.

RATIONALE: By approving this agreement with California State University's CalState TEACH 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 Paid Student Internship with CalState TEACH

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



California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Tracy Joint Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

RECITALS

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate, and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2022 and ending July 31, 2025, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the newly approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Crosscultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Crosscultural Language and Academic Development (CLAD) Certificate.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
4. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will cooperate with District in any investigation concerning the reported violation.
6. District will instruct intern in school policies regarding child abuse reporting, sexual harassment and professional conduct.
7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The 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. The 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 governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY DUTIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, CBEST, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who can provide additional support.

PAID INTERN RESPONSIBILITIES

1. Document required hours weekly using the electronic log.
2. Have the electronic log verified by both the University Supervisor and District-employed



mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

DISTRICT DISCRETION

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.



CalStateTEACH
TEACHER PREPARATION PROGRAM



Distinguished Program

7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument

Signed this _____ date of _____.

School District Designee

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 23, 2022
RE: **Approve Student Teaching Agreement with CalState TEACH Program**

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's CalState TEACH Program and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be effective from August 1, 2022 through July 31, 2025.

RATIONALE: By adding California State University's CalState TEACH Program 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 CalState TEACH Program

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



California State University's CalStateTEACH Program

**Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

This agreement is between the Tracy Joint Unified School District ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning August 1, 2022 and ending July 31, 2025, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any



- investigation concerning the reported violation.
6. District shall, on any day when a Student Teacher is receiving training at its facilities, arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any Student Teacher.
 7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The 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. The 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 governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liason through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws



and regulations while serving as a Student Teacher.

4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on Student Teachers, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.



The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the



prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.

5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____.

School District Designee

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 23, 2022
RE: **Approve Paid Student Internship and Clear Candidate Agreement with Santa Clara Office of Education**

BACKGROUND: Tracy Unified School District currently employs interns through a number of colleges, universities, and programs. This has aided the District in increasing the number of candidates that are available for a variety of teaching positions within the District. An agreement with Santa Clara Office of Education and Tracy Unified School District will expand options for meeting staffing needs. This agreement will be in effect as of July 1, 2022, through June 30, 2024.

RATIONALE: By approving this agreement with Santa Clara Office of Education the District will expand its pool of applicants. This agenda item meets strategic goal #7: Develop and utilize partnerships that contribute to the achievement of District goals.

FUNDING: There is no cost to the District.

RECOMMENDATION: Approve Paid Student Internship and Clear Candidate Agreement with Santa Clara Office of Education

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



**Memorandum of Understanding
between
Santa Clara County Office of Education
and
Tracy Unified School District**

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Tracy Unified School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in the Educator Preparation Programs' Special Education Preliminary Credential program and Induction program for Intern and Clear candidate placements.

2. Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

- Candidate Employment, Placement and Reciprocity
 - o Agrees to collaborate with SCCOE to place special education teacher interns and qualified credentialed teachers in appropriate classroom positions
 - o Assures candidates will be able to and will support candidate efforts to video tape their practice for the purposes of coaching conversations, reflection and submission of required video files to the CTC for teaching candidate assessment processes
- Candidate Support, Coaching, and Release Time
 - o For Intern Placements
 - Ensure that the participating candidate is paired with a District Support Provider (DSP) within 30 days of being enrolled in EPP (geographic proximity and grade level will be considered when pairing candidate and DSP)
 - Ensure that the DSP possesses a Clear or Life Credential in the same area as the participant, and must have a minimum of three years of successful teaching experience and an English Learner Authorization
 - Notify SCCOE of assigned DSP with name, phone and email
 - Ensure the participant has access to a credentialed teacher with English Learner authorization who is immediately available to assist the participant with instructions for English Learners (i.e. available for weekly course planning, coaching, problem solving and advisement on curriculum and teaching strategies as needed.

Santa Clara County  Office of Education

- Provide sufficient time and resources, including protected time, for the participating candidate, DSP and Coach to work to meet the CTC program requirements
- Provide up to three release days for intern to observe exemplary programs and veteran teachers who serve students in general education and special education with disabilities
- Ensure the intern, if applicable, receives 45 hours of EL Support and Supervisor via Professional Development, support from the DSP and/or other district personnel and resources
- Provides release time for the DSP to attend required trainings.
- For Intern Placements and Clear Candidates
 - Maintain confidentiality of EPP participants as it pertains to documenting progress in the program, issue or concerns that pertain to the program, grades and evaluations
 - Candidates will develop an Individualized Learning Plan (ILP) within their first 60 days of enrollment in the program. This ILP and EPP participant program documents of any kind may not be used for evaluative purposes
- Non-Displacement of Certificated Employees
 - Candidates will not be placed as an intern in a district program without a current MOU from the sponsoring district/program on file. Agency must also do their due diligence in hiring a qualified certificated education specialist, prior to hiring an intern and will not displace certificated employees.
- Agency Fiscal Responsibilities
 - Accepts units, if applicable, earned by the participating teacher in the EPP program as valid units towards progression on the salary schedule.

3.2. The SCCOE Responsibilities:

Implement required CTC policy and procedures as it applies to the recommending of participants for their clear credentials

- Provide a program coach
- SCCOE will notify the Agency of the assigned coach with name, phone, and email
- SCCOE will coordinate all aspects of the programs as it relates to DSP and coaches
- Provide materials and training for DSPs and coaches
- Provide facilitation of orientation and meetings for all stakeholders
- If, for any reason, the Agency is unable to ensure the Intern, if applicable, receives 45 hours of EL Support and Supervision via Professional Development, real time coaching and/or consultation, the program will provide opportunities for these hours to be completed by the Intern.
- Fieldwork Supervisors/Coaches will complete observations online and that there will be no in-person observations in any of the Agency's school sites.
- SCCOE Reporting Responsibilities
 - SCCOE is responsible for all accountability and reporting to CTC.

4. Duration of Agreement

This Agreement begins on July 1, 2022 and ends on June 30, 2024.

5. Articulation of Monies/Compensation

There is no compensation associated with these services



6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- Yes, Data Sharing agreement/form attached
- No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon thirty (30) calendar days advance written notice to the other Party.

8. Other Terms

- 8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
- 8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 8.4. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- 8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 8.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

- 9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.



10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

DocuSigned by:

24654732931Pc80
Signature of Authorized SCCOE Official

By:

Name: Adora Fisher

Title: Director, Educator Preparation Programs, Professional Learning & Instructional Support Division

Date: 5/20/2022 | 11:14 AM PDT

Address: 1290 Ridder Park Drive, MC 232
San Jose, CA 95131

Phone: (408) 453-4257

Email: afisher@sccoe.org

Tracy Unified School District:

By:

Signature of Authorized Agency Official

Name: Tammy Jalique

Title: Associate Superintendent of Human Resources

Date:

Address: 1875 W. Lowell Avenue
Tracy, CA 95376

Phone: (209) 830-3260

Email: tjalique@tusd.net

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____



HUMAN RESOURCES MEMORANDUM

TO: Dr. Brian Stephens, Superintendent
FROM: Tammy Jalique, Assoc. Supt. Of Human Resources
DATE: May 24, 2022
RE: Approve a Variable Term Waiver for Multiple Subject, Single Subject and Education Specialist Teachers

BACKGROUND: For the 2022-2023 school year Tracy Unified School District will request a waiver for Multiple Subject, Single Subject and Education Specialist Teachers. Some teachers will also require a BCLAD in Spanish. The waiver request is needed to allow the teachers additional time to complete Pre-Service program requirements and/or complete the Subject Matter Competence requirements.

RATIONALE: The District needs Board authorization to request the waiver. Our teachers will remain credentialed under a waiver for 2022-2023 school year allowing them additional time to complete Pre-Service program requirements including the Subject Matter Competences requirements, resulting in Intern Credential eligibility upon completion of those requirements

FUNDING: None.

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

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

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

DECLARATION

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

Kellie Cabico, Central Elementary, K-5
Zulema Carrillo, South/West Park, K-5, Bilingual

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. For Human Resources
DATE: June 3, 2022
RE: **Approve Employment of 2022 Summer School Staff**

BACKGROUND: Applications for summer school were received from staff, and interviews were conducted for the 2022 summer school session. Assignments for the 2022 summer school session were made as shown on the attached pages. Additional staff will be added as needed and as selections are made.

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: Summer School Funding

RECOMMENDATION: Approve Employment of 2022 Summer School Staff

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

SUMMER SCHOOL EMPLOYMENT 2022

<u>Last</u>	<u>First</u>	<u>Position</u>	<u>Site</u>	<u>Approximate T Salary</u>
Aguilar	Carmen	Food Service Worker	West	\$1,239
Aikawa	Carina	Teacher, Bridge Program	West	\$2,597
Alfaro	Carmen	K-8 Attendance Clerk, Intervention	Bohn	\$2,376
Alvaro	Sherri	Para Educator I, Special Education	Freiler	\$2,375
Angelo	Debra	Para Educator I, Special Education	West	\$2,065
Anguiano	Melissa	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Ape	Michelle	Para Educator I, Special Education	Freiler	\$2,434
Aptaker	Lee	Teacher, ESY	West	\$4,013
Arash	Behnam	Teacher, Bridge Program	West	\$2,597
Arce	Sandra	Para Educator I, Kindergarten Bridge	McKinley	\$995
Arce	Paula	High School Clerk Typist	West	\$1,924
Arroyo	Silvia	Teacher, Kindergarten Bridge	McKinley	\$1,888
Asami	Eric	Credit Recovery Teacher	West	\$4,957
Bachelder	Monique	Food Service Worker	Williams	\$4,995
Backster	Julie	Credit Recovery Teacher	West	\$4,957
Baker	Charlene	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Ban	Chinda	Teacher, Title I K-8 Summer Intervention	North	\$2,833
Banchero	Sarah	Counselor - High School Program	West	\$4,914
Bangayan	Cecilia	Teacher, ESY	Freiler	\$5,193
Barrera	Angel	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Benavidez	Janice	Para Educator I, Special Education	Freiler	\$2,065
Bennett	Sarah	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Black	Jennifer	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Bunton	Shari	Teacher, Title I K-8 Summer Intervention	North	\$2,833
Burton	DeEtte	Teacher, TISCS	TISCS	\$4,957
Cameron	Kristine	Teacher, ESY	Freiler	\$5,193
Carter	Alayna	Teacher, Bridge Program	Tracy	\$2,597
Carter	Lynette	Teacher, ESY	Freiler	\$5,193
Castaldi	Ashley	Para Educator I, Special Education	Freiler	\$1,884
Ceteras	Amy	Teacher, Title I K-8 Summer Intervention	North	\$2,833
Chakraverty	Arghya	Teacher, TISCS	TISCS	\$4,957
Chapman	Lourdes	Para Educator I, Kindergarten Bridge	McKinley	\$865
Clark	Suzanne	Food Service Worker	Tracy High	\$723
Clary	Deanne	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Coker	Lauren	Credit Recovery Teacher	West	\$4,957
Contreras	Ima	K-8 ESY Attendance Clerk	Freiler	\$1,973
Cooley	Branden	Credit Recovery Teacher	West	\$4,957
Cordisco	Monica	Credit Recovery Teacher	West	\$4,957
Cortez	Blanca	Teacher, SWSTEM	South West Park	\$2,446

Coss	Monica	Teacher, SWP STEM	South West Park	\$2,683
Costa	Michiko	Para Educator I, Special Education	Freiler	\$1,717
Crawford	Gina	Library Tech, High School	West	\$2,555
Crowley	Colette	Credit Recovery Teacher	West	\$4,957
Dander	Liane	Para Educator I, Special Education	West	\$2,065
Day	Steven	Teacher, ESY	West	\$5,193
De Bravo	Llanet	Food Service Worker	Williams	\$4,551
De la Rosa	Juana	Food Service Worker	Williams	\$1,857
Di Giulio	Emily	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Diaz	Alex	Credit Recovery Teacher	West	\$4,957
Dituri	Donna	Teacher, Adult School ILC	Adult School	\$4,721
Duran Thompson	Danielle	Bus Driver	MOT	\$5,464
Durant	Kaylee	Summer Clerk Typist	DEC-TISCS	\$2,558
Edwards	Troy	Counselor- TISCS	TISCS	\$4,914
Engleman	Ryne	Credit Recovery Teacher	West	\$4,957
Engleman	Sandra	Teacher, TISCS	TISCS	\$4,957
Erickson	Chrystal	Food Service Worker	McKinley	\$3,658
Essenmacher	Daryl	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Fallquist	Jeremy	Credit Recovery Teacher	West	\$4,957
Feller	Marissa	Library Tech, K-8 ESY	Freiler	\$2,377
Figueroa	Patricia	Food Service Worker	South West	\$2,141
Franco	Claudia	Food Service Worker	North	\$1,166
Furtado	Sarah	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Galli	Nicole	Clerk Typist, TISCS	TISCS	\$2,222
Garcia	Mariana	School Supervision Assistant, K-8	North	\$1,008
Garcia	Leslie	Teacher, Kindergarten Bridge	McKinley	\$1,888
Garcia	Gina	Para Educator I, Special Education	Freiler	\$2,375
Garcia	Kellie	Teacher, ESY	Freiler	\$5,193
Gasior	Carla	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Gianelli	Denise	Teacher, SWP STEM	South West Park	\$1,631
Godinez	Lesly	Para Educator I, Special Education	Freiler	\$1,884
Goldberg	Lori	Bus Aide, ESY	DEC - SpEd	\$885
Golfo	Jo-Ann	Teacher, ESY	Freiler	\$5,193
Gomes	Lisa	Bus Driver	MOT	\$5,210
Gomez-Zavala	Joshua	Teacher, Bridge Program	Tracy	\$2,597
Gonzalez	Adriana	Food Service Worker	Freiler	\$1,296
Green	Hannah	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Greer	Cindy	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Gulshan	Gosal	Food Service Worker	Kimball	\$386
Gusman	Victoria	Teacher, SWP STEM	South West Park	\$5,129
Guzman	Monica	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Harris	Jack	Bus Driver	MOT	\$5,464
Hawk	Michelle	Food Service Worker	McKinley	\$4,103
Hawkins	Catherine	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Hawkins	Susan	Principal, K-5 Title I	North	\$6,500

Hendersen	Jeff	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Henderson	Gary	High School Bridge Principal	Tracy	\$3,600
Henderson	Jennifer	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Hernandez	Josefina	Food Service Worker	Williams	\$3,287
Howell	Dennis	Credit Recovery Teacher	West	\$4,957
Hsih Ying	Mei	Para Educator I, Special Education	Freiler	\$1,884
Hundal	Aljinderjit	Credit Recovery Teacher	West	\$4,957
Hunt	Jason	Teacher, ESY	Freiler	\$5,193
Hupman	Tida	Teacher, ESY	West	\$5,193
Hurt	Deborah	Para Educator I, Special Education	Freiler	\$2,065
Hutchison	Lori	Food Service Worker	Williams	\$2,376
Hypolite	LaTasha	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Ibanez	Limayri	Para Educator I, Special Education	Freiler	\$2,161
Ibanez	Melissa	Library Tech, K-8 Intervention	Bohn	\$2,169
Jacobs	Kimberly	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Jamash	Hornaira	Teacher, ESY	West	\$2,361
James	Robert	Credit Recovery Teacher	West	\$4,957
James	Theresa	Credit Recovery Teacher	West	\$4,957
Jefferis	Jennifer	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Jesus	Steven	Teacher, English Learner Academy	West	\$4,957
Jett	Andrea	1:1 Para Educator, Special Education	Freiler	\$2,070
Jimerson	Teela	Teacher, ESY	Freiler	\$5,193
Kalathil	Baljit	Para Educator I, Special Education	Freiler	\$2,065
Kalnins	Paul	Credit Recovery Teacher	West	\$4,957
Karuturi	Vasanthi	Para Educator I, Special Education	Freiler	\$1,717
Katoch	Leena	Para Educator I, Special Education	Freiler	\$1,717
Keller	Benjamin	High School Bridge Principal	Kimball	\$3,600
Kim	Susie	Teacher, Bridge Program	West	\$2,597
Klug	Victoria	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Kovac	Ronald	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Lamas	Yesenia	SLP	DEC - SpEd	\$12,527
Larez Silva	Aine	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Lee	MaySue	Teacher, Title I K-8 Summer Intervention	North	\$2,833
Lee	Annabelle	High School Bridge Principal	West	\$3,600
Leiske	Leeya	Food Service Worker	Bohn	\$2,269
LeLaurin	Cynthia	Teacher, Title I K-8 Summer Intervention	North	\$2,833
Lopez	Juan	Admin, SWP STEM	South West Park	\$3,079
Lopez Ortiz	Brenda	Para Educator I, SWP STEM	South West Park	\$2,065
Magday	Rosalina	Para Educator I, Special Education	Freiler	\$2,065
Manzo	Maribel	High School Attendance Clerk	West	\$2,861
Marquez	Sandra	Teacher, SWP STEM	South West Park	\$5,129
Martinez	Meriyah	K-8 Intervention Clerk Typist	North	\$1,759
McCoy	Leslie	Credit Recovery Teacher	West	\$4,957
McCurdy	Erin	Food Service Worker	West	\$2,476

McGowan	Sarah	Teacher, Title I K-8 Summer Intervention	Bohn	\$2,361
Mears	Pamela	Para Educator, HS Bridge Program	Tracy	\$1,082
Medina	Vivian	Para Educator I, Kindergarten Bridge	McKinley	\$789
Medina	Alejandra	Para Educator I, Kindergarten Bridge	McKinley	\$906
Meiron	Natalie	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Mello	Debbie	Teacher, Kindergarten Bridge	McKinley	\$1,888
Mendoza	Milane	K-8 ESY Clerk Typist	Freiler	\$2,116
Meyers	Elissa	Para Educator I, Special Education	Freiler	\$1,972
Mireles-Jacinto	Brenda	Teacher, ESY	Freiler	\$5,193
Mitchell	Traci	High School Principal	West	\$7,700
Mix-Sommers	Alexandria	Para Educator I, Special Education	Freiler	\$1,797
Monk	Tabatha	Para Educator I, Special Education	Freiler	\$1,884
Morales	Adeline	Para Educator I, K-8 Summer Intervention	North	\$1,711
Morelos	Marisol	Para Educator I, Kindergarten Bridge	McKinley	\$865
Morelos-Bedolla	Maricela	Teacher, Kindergarten Bridge	McKinley	\$1,888
Moren	Aaron	Teacher, Bridge Program	Kimball	\$2,597
Morgan	Shadee	Teacher, Title I K-8 Summer Intervention	North	\$2,833
Moss	John	Credit Recovery Teacher	West	\$4,957
Munoz	Lilia	Food Service Worker	McKinley	\$1,444
Munoz	Esmeralda	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Muzzi	Rosa	Para Educator I, Special Education	Freiler	\$2,375
Myers	Chris	Credit Recovery Teacher	West	\$4,957
Nelson	Jennifer	Para Educator I, Special Education	Freiler	\$1,972
Newton	Richard	Credit Recovery Teacher	West	\$4,957
Nguyen	Nhu	Teacher, ESY	Freiler	\$5,193
Nielsen	Heather	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Noble	Allison	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Novoa	Liliana	Bus Driver	MOT	\$5,210
Okonkwo	Nanette	Teacher, ESY	West	\$5,193
O'Leary	Jennifer	Teacher, Title I K-8 Summer Intervention	Bohn	\$2,833
Osorio	Rina	Para Educator, HS Bridge Program	West	\$1,082
Parrales	Diana	Library Tech, K-8 ESY	Freiler	\$2,613
Peltz	Theresa	Credit Recovery Teacher	West	\$4,957
Pemberton	Christine	Para Educator I, Special Education	Freiler	\$2,065
Perez	Iztel	Library Tech, K-8 Intervention	North	\$2,169
Perez	Nereida	K-8 Attendance Clerk, SWP Intervention	South West Park	\$2,272
Perez	Jaime	Teacher, Adult School ILC	Adult School	\$4,721
Peters-Libeu	Clare	Credit Recovery Teacher	West	\$4,957
Pettigrew	Chad	Teacher, Bridge Program	West	\$2,597
Pfau	Cheryl	Bus Driver	MOT	\$3,865
Pina	Catalina	Teacher, Bridge Program	West	\$2,597
Plares	Selia	Food Service Worker	Freiler	\$2,376
Plascencia	Efigenia	School Supervision Assistant, K-8	South West Park	\$1,008
Poppoff	Sharon	Para Educator, HS Bridge Program	Kimball	\$1,275

Prestia	Alexandria	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Putt	Angela	Teacher, ESY	West	\$5,193
Quant-Dooley	Tania	Teacher, SWP STEM	South West Park	\$3,219
Quarbari	Haidee	1:1 Para Educator, Special Education	Freiler	\$2,381
Ramirez	Lucia	Para Educator I, Special Education	Freiler	\$2,065
Ramsey	Betsey	Teacher, SWP STEM	South West Park	\$5,129
Rawson	Marissa	Teacher, ESY	Freiler	\$5,193
Reading	Karen	Teacher, Title I K-8 Summer Intervention	North	\$4,957
Resendiz	Vivian	Para Educator 1, K-8 Summer Intervention	Bohn	\$1,635
Resendiz	Concepcion	Para Educator I, Special Education	Freiler	\$1,797
Reyes	Lourdes	Food Service Worker	SouthWest	\$4,003
Rheinor	Miriam	Para Educator I, Special Education	Freiler	\$2,375
Riemen	Kimberly	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Robledo	Lisa	1:1 Para Educator, Special Education	West	\$2,169
Rodgers	Shauna	Credit Recovery Teacher	West	\$4,957
Romero	Leticia	Para Educator I, Special Education	Freiler	\$1,638
Romero	Elizabeth	SLP	DEC - SpEd	\$10,899
Rosales	Desi	Teacher, Title I K-8 Summer Intervention	Bohn	\$2,361
Rosas	Gloria	Para Educator 1, K-8 Summer Intervention	Bohn	\$1,794
Rucker	Tandi	Admin, TISCS	TISCS	\$7,700
Ruiz de Fuentes	Isabel	Food Service Worker	North	\$2,164
Ruiz- Mendoza	Susana	Para Educator 1, K-8 Summer Intervention	North	\$1,711
Sakthivasan	Raksha	Para Educator I, Special Education	Freiler	\$1,884
Salehi	Badria	School Supervision Assistant, K-8	Bohn	\$1,008
Sanchez	Jessica	K-8 Attendance Clerk, Intervention	North	\$2,066
Sanchez	Denise	Teacher, SWP STEM	South West Park	\$3,498
Sankus	Mark	Teacher, Bridge Program	Kimball	\$2,597
Sanny	Jonathan	Counselor - High School Program	West	\$4,914
Serrano	Victoria	Para Educator I, Special Education	Freiler	\$2,065
Shahhosseini	Tinoush	Para Educator II, Adult School	Adult School	\$2,488
Sharma	Puja	Teacher, TISCS	TISCS	\$4,957
Shergill	Vimaljit	Food Service Worker	West	\$1,404
Shimozono	Raney	Teacher, ESY	Freiler	\$5,193
Sinquefield	Danielle	Teacher, English Learner Academy	West	\$4,957
Slichter	Melissa	Teacher, ESY SONDAY	Freiler	\$5,193
Smiley	Danielle	Para Educator I, Special Education	West	\$2,065
Smith	Jayla	School Supervision Assistant, ESY	Freiler	\$840
Soto	Ramona	Admin, SWP STEM	South West Park	\$3,421
Soto	Aurora	Credit Recovery Teacher	West	\$4,957
Stiles	Wes	Teacher, Adult School ILC	Adult School	\$4,721
Strelka	Meagan	Principal, K-5 Title I	Bohn	\$6,500

Sundquist	Derek	Credit Recovery Teacher	West	\$4,957
Tamez	Jessica	Teacher, ESY SONDAY	DEC - SpEd	\$944
Teixera	Kathleen	Credit Recovery Teacher	West	\$4,957
Terry	Jill	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Thokkadarn	Miena	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Tillman	Pamela	Teacher, Title I K-8 Summer Intervention	North	\$2,833
Towkaniuk	Damio	Credit Recovery Teacher	West	\$4,957
Ulloa	Jaime	Teacher, TISCS	TISCS	\$4,957
Vallotton	Dave	Credit Recovery Teacher	West	\$4,957
Varela	Deanna	Teacher, ESY	Freiler	\$5,193
Vasquez	Sandra	K-8 Intervention Clerk Typist	Bohn	\$2,116
Vaszquez	Ma Veronica	Para Educator I, Special Education	Freiler	\$2,065
Vatran	Kristyn	Teacher, ESY	Freiler	\$5,193
Vigil	Carmen	Para Educator I, Special Education	Freiler	\$1,717
Vik	Marlene	Para Educator I, Special Education	Freiler	\$2,375
Vilangot Nhalil	Anjala	Para Educator I, Special Education	Freiler	\$2,161
Villasenor	Maria	Teacher, Kindergarten Bridge	McKinley	\$1,888
Vogel	Maria	Food Service Worker	Jacobson	\$4,103
Wahid	Najia	Para Educator I, Special Education	West	\$2,161
Wasurick	Ryan	Teacher, Bridge Program	Tracy	\$2,597
Webb	Tommy	Credit Recovery Teacher	West	\$4,957
Wheeler	Rebecca	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Wichman	Steven	Principal, PreK-12 ESY	Freiler	\$ 7,700.00
Wilcox Bell	Tara	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Williams	Tia	Teacher, Title I K-8 Summer Intervention	Bohn	\$4,957
Williams	Joshua	Teacher, ESY	Freiler	\$5,193
Wingate	Sierra	Teacher, ESY	Freiler	\$5,193
Yang	Jason	Teacher, Bridge Program	Kimball	\$2,597
Ybarra	Erica	Teacher, SWP STEM	South West Park	\$5,129
Zaragoza	Sandra	Food Service Worker	West	\$2,160
			Approx. Total	\$868,512



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2022
SUBJECT: **Adopt New and Revised TITLE IX Board Policies and Administrative Regulations as attached (Second 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 (Second Reading).

Prepared by: Mary Petty, Director of Student Services



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2022
SUBJECT: Adopt TUSD Athletic Handbook for the 2022-2023 School Year

BACKGROUND: The Athletic Handbook was last updated and approved prior to the 2022-23 school year.

RATIONALE: To stay current with education code and safety protocols, the Athletic Handbook has been reviewed and revised by our cabinet team, Assistant Principals, TEA leadership, Director of Student Services, and our Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt TUSD Athletic Handbook for the 2022-23 School Year.

Prepared by: Mary Petty, Director of Student Services and Curriculum



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julie Stocking, Associate Superintendent of Educational Services
DATE: May 25, 2022
SUBJECT: Adopt TUSD K-8 and High School Student Handbooks for the 2022-2023 School Year

BACKGROUND: The K-8 and High School Handbook was last updated and approved prior to the 2022-23 school year.

RATIONALE: To stay current with education code and safety protocols, the K-8 and High School Handbook has been reviewed and revised by Director of Student Services, TUSD Cabinet, School Site Administrators, TEA leadership, and our Attorney at Law, Sally Dutcher. This agenda item supports District Strategic Goals #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

FUNDING: N/A

RECOMMENDATION: Adopt TUSD K-8 and High School Student Handbooks for the 2022-23 School Year.

Prepared by: Mary Petty, Director of Student Services and Curriculum



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 24, 2022
SUBJECT: Approve the Annual District Title III Plan for the 2022-2023 School Year

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

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

RATIONALE: In combination with the LCAP and the Consolidated Application, and with the approval of this Title III Plan, Tracy Unified School District will have met the Title III Plan requirements of ESSA of the Federal Local Education Agency Plan Requirements. The Title III Plan is to be submitted to the California Department of Education no later than July 1, 2022 and must be approved by the Local Governing Board. The Annual District Title III Plan is included here under separate cover for review. This Agenda Item supports District Strategic Goals #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals, District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

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

RECOMMENDATION: Approve the Annual District Title III Plan for the 2022-2023 School Year.

Prepared by: Ms. Tania Salinas, Director of Continuous Improvement, State and Federal Programs

Annual Title III Local Plan Update Template

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

LEA Name: Tracy Unified School District CDS Code:

Fiscal Year: 2022-2023

Plan to Provide Services for English Learner (EL) Students

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

How will the LEA:	Persons Involved/Timeline (Optional)
<p>Provide effective professional development TUSD will be using Title III funds to provide supplemental ELD professional learning for:</p> <ul style="list-style-type: none"> • ELD teachers on the following instructional practices: Interactive Read Aloud and Text Reconstruction/Deconstruction. In addition, they will be trained on the strategies: academic conversations and close reading. • ELD teachers with training on Connecting ELPAC Task Types to Classroom Instruction to support students with the four domains of language: speaking, listening, reading, and writing. • 6-12 grade teachers aligning StudySync Integrated ELA/ELD with Designated ELD • EL paraprofessionals with training on CA ELD standards and instructional strategies to support English learners and EL specific intervention. 	
<p>Implement effective programs and activities TUSD will continue to use Title III funds to fund a partial EL Program Coordinator to provide additional services to EL students and parents as well as coaching to teachers at sites with high EL populations. We will also continue to fund a Long-Term English Learner Counselor to provide supplemental support and resources to EL students and families. Supports include monthly language and academic goal setting, ongoing data chats, working with teachers to support LTEL student needs, and additional assistance with school resources such as requirements, eligibility, and progress toward language proficiency, A-G, and high school graduation. In addition, the LTEL counselor will provide just in time support such as student and parent workshops to provide strategies and awareness of language development for Long Term English Learner students. The LTEL Counselor will also start working with "At Risk" of Becoming LTEL students and families to prevent Long Term English learners.</p>	

How will the LEA:	Persons Involved/Timeline (Optional)
<p>Ensure English proficiency and academic achievement School sites are held accountable for meeting English acquisition progress for English learners by administering common Summative Grade Level Unit Assessments to all students in English Language Arts and Mathematics. In addition, the sites administer a diagnostic assessment three times per year to see how the students are progressing during the year. The data reports analyzed include: all student performance and disaggregated reports for English learners. Site teams will look at grade level standards unit assessment data reports in ELA, Math in conjunction with SBAC and ELPAC data. The data is then analyzed in grade level/department Professional Learning Communities. Teams discuss student progress on grade level standards and progress toward site single plan for student achievement goals, as well as gaps in achievement to be addressed. Each team then meets in PLCs to plan and discuss targeted differentiation and intervention to address the skills English Learners need improvement on. The data is inputted on district EL monitoring forms and recommendations for Reclassification forms to monitor and respond to EL progress toward language proficiency. In addition, all site administrators and Site EL Coordinators implement the Tracy Unified School District EL Master Plan outlining all tasks with associated timelines regarding EL program placement, reclassification, EL monitoring, and EL accountability.</p>	
<p>Promote parent, family, and community engagement in the education of English learners TUSD uses Title III funds to provide EL parents the opportunity to participate in California Association of Bilingual Education (CABE) workshops and annual conference. In addition, EL parents will be provided the following workshops they have requested based on the district needs assessment: ELPAC, reclassification, Mental Health Family Workshops, and graduation credit requirements.</p>	

Other Authorized Activities

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

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

Describe all authorized activities chosen by LEA relating to: Supplementary services as part of the language instruction program for English learners.	Persons Involved/Timeline (Optional)
While the district provides tutoring for all students, Title III will be used to provide additional tutoring before and after school for English learners.	

Plan to Provide Services for Immigrant Students

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

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

Describe all authorized activities chosen by LEA relating to: Enhanced instructional opportunities for immigrant children and youth.	Persons Involved/Timeline (Optional)
TUSD will use Title III funds to provide a Summer English Learner Academy for newcomer immigrant English Learner students to provide additional support in language acquisition.	



EDUCATIONAL SERVICES MEMORANDUM

TO: Dr. Brian R. Stephens, Superintendent
FROM: Julianna Stocking, Associate Superintendent of Educational Services
DATE: May 24, 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
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: 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: June 1, 2022
SUBJECT: **Approve updated Board Policy and Administrative Regulation 5141.4
Child Abuse Prevention and Reporting (First Reading)**

BACKGROUND: The impact of COVID-19 has only exacerbated the number of children and youth who experienced some form of abuse. All district employees must receive updated training and follow all organizational policies and regulations pertaining to mandated reporting.

RATIONALE: The Tracy Unified School District (TUSD) needs to review and revise current Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting to reflect updated laws and language pertaining to mandated reporting.

FUNDING: There is no cost.

RECOMMENDATION: Approve updated Board Policy and Administrative Regulation 5141.4 Child Abuse Prevention and Reporting. (First Reading)

Prepared by: Dr. Deidre Hill-Valdivia, Coordinator of Prevention Services