

**NOTICE**  
**REGULAR MEETING OF THE GOVERNING BOARD**  
**TRACY UNIFIED SCHOOL DISTRICT**  
**August 13, 2024**

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

**TUSD board meetings are held in person.**

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

**TIME: 6:20 PM Closed Session**  
**7:00 PM Open Session**

**A G E N D A**

- |           |  |                |
|-----------|--|----------------|
| <b>1.</b> | <b>Call to Order</b>   | <b>Pg. No.</b> |
| <b>2.</b> | <b>Roll Call – Establish Quorum</b><br>Board: S. Abercrombie, O. Alexander, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox<br>Staff: R. Pecot, Z. Boswell, T. Jalique, T. Salinas, S. Smith                                    |                |
| <b>3.</b> | <b>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.</b> |                |
|           | <b>3.1 Administrative &amp; Business Services: None.</b>   |                |
|           | <b>3.2 Educational Services:</b>   |                |
|           | <b>3.2.1 Reinstatements: AR#24-25/#01, AR#24-25/#02</b><br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.2.2 Early Graduation: THS#10361058</b><br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.2.3 Approve Funding for Reimbursement Per Confidential Settlement Agreement</b><br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.3 Human Resources:</b>  |                |
|           | <b>3.3.1 Consider Paid Leave of Absence for Classified Management Employee #UCL-497</b><br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___  |                |
|           | <b>3.3.2 Consider Unpaid Leave of Absence for Classified Employee #UCL-498</b><br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |
|           | <b>3.3.3 Consider Public Employee/Employment/Discipline/Dismissal/Release Government Code §54957</b><br><b>Action:</b> Motion___; Second___. <b>Vote:</b> Yes___; No___; Absent___; Abstain___   |                |

- 3.3.4** Conference with Labor Negotiators  
Government Code §54957.6  
Agency Negotiator: Tammy Jalique, Associate Superintendent of  
Human Resources  
Employee Organization: CSEA, TEA

**4. Adjourn to Open Session**

**5. Call to Order and Pledge of Allegiance**

**6. Closed Session Issues:**

**6a** Report Out of Action Taken on Reinstatements: AR#24-25/#01, AR#24-25/#02

**3.2.1**

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**6b** Report Out of Action Taken on Early Graduation: THS#10361058

**3.2.2**

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**6c** Report Out of Action Taken on Approve Funding for Reimbursement Per

**3.2.3** Confidential Settlement Agreement

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**6d** Report Out of Action Taken on Consider Paid Leave of Absence for Classified

**3.3.1** Management Employee #UCL-497

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

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

**3.3.2** Employee #UCL- 498

**Action:** **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_\_

**7. Approve Regular Minutes of June 25, 2024**

**1-10**

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

**8. Student Representative Reports: None.**

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

**9.1** Recognize the STEMLine Leadership Academy (Cohort 2) Graduates

**9.2** Bohn Elementary School

**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:** None.

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

**12. PUBLIC HEARING:** None.

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

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

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

**13.1 Administrative & Business Services:**

- |               |   |              |
|---------------|---|--------------|
| <b>13.1.1</b> | 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 | <b>11-12</b> |
| <b>13.1.2</b> | Accept and Review the Status of School Connected Organization/ Booster Club Applications Submitted for the 2024/25 School Year  | <b>13-14</b> |
| <b>13.1.3</b> | Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda   | <b>15-16</b> |
| <b>13.1.4</b> | Approve Accounts Payable Warrants (June 2024) (Separate Cover)  | <b>17</b>    |
| <b>13.1.5</b> | Approve Payroll Reports (June 2024)   | <b>18-22</b> |
| <b>13.1.6</b> | Approve Revolving Cash Fund Reports (June 2024)   | <b>23-24</b> |

**13.2 Educational Services:**

- |                |   |              |
|----------------|---|--------------|
| <b>13.2.1</b>  | Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2024-2025 School Year | <b>25-28</b> |
| <b>13.2.2</b>  | Ratify SJCOE CARE Program MOU at WHS for the 2024-2025 School Year  | <b>29-34</b> |
| <b>13.2.3</b>  | Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School  | <b>35-39</b> |
| <b>13.2.4</b>  | Approve Agreement for Special Contract Services with Quest Science  | <b>40-43</b> |
| <b>13.2.5</b>  | Approve Renewal of Digital Services Between Fireplace Inc. and Duncan Russell Community Day School for the 2024-2025 School Year  | <b>44-46</b> |
| <b>13.2.6</b>  | Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluations (IEEs) for the 2024 – 2025 School Year                      | <b>47-50</b> |
| <b>13.2.7</b>  | Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2024-2025 School Year   | <b>51-54</b> |
| <b>13.2.8</b>  | Approve Special Contract Services Agreement with Building Connections Behavioral Health (BCBH) for Independent Education Evaluation (IEE) Assessment for the 2024-2025 School Year                      | <b>55-58</b> |
| <b>13.2.9</b>  | Ratify Master Contract with Spectrum Center, Non-Public School (NPS) for the 2024-2025 School Year (Separate Cover)   | <b>59</b>    |
| <b>13.2.10</b> | Ratify Master Contract with Residential Facility Oxbow Academy for the 2024-2025 School Year (Separate Cover)   | <b>60</b>    |
| <b>13.2.11</b> | Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Central School for the 2024-2025 School Year   | <b>61-64</b> |



<b>13.2.12</b>	Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Wanda Hirsch Elementary School for the 2024-25 School Year	<b>65-68</b>
<b>13.2.13</b>	Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2024-2025 School Year	<b>69-72</b>
<b>13.2.14</b>	Approve Agreement for Special Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2024-2025 School Year	<b>73-76</b>
<b>13.2.15</b>	Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program During the 2024-2025 School Year	<b>77-81</b>
<b>13.2.16</b>	Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2024-2025 School Year	<b>82-85</b>
<b>13.2.17</b>	Approve Agreement for Special Contract Services with Chest of Hope for the 2024-2025 School Year	<b>86-89</b>
<b>13.2.18</b>	Approve Agreement for Contract Services with Sow A Seed to Provide Anger Management Classes to Students during the 2024-2025 School Year	<b>90-93</b>
<b>13.2.19</b>	Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc for the 2024 - 2025 School Year	<b>94-97</b>
<b>13.2.20</b>	Ratify Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 School Year	<b>98-101</b>
<b>13.2.21</b>	Ratify Master Contract with Non-Public School (NPS) Stockton Educational Center for the 2024-2025 School Year (Separate Cover)	<b>102</b>
<b>13.2.22</b>	Approve Agreement for Contract Services between Faith in Action Community Education Services and Tracy Charter School for the 2024-25 School Year	<b>103-106</b>
<b>13.2.23</b>	Ratify Agreement for Contract Services between Houghton Mifflin Harcourt and Williams Middle School for the 2024-2025 School Year	<b>107-110</b>
<b>13.2.24</b>	Approve Agreement for Contract Services for Suicide Awareness and Prevention Between Child Abuse Prevention Council and Williams Middle School 2024-2025 School Year	<b>111-115</b>
<b>13.2.25</b>	Approve Service Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2024-2025 School Year	<b>116-119</b>
<b>13.2.26</b>	Ratify Agreement for Contract Services between Scholastic Magazine and Williams Middle School to Provide Supplemental Resources for Math, Science and LA/ELD for the 2024-2025 School Year	<b>120-122</b>
<b>13.2.27</b>	Ratify Agreement for Contract Services between SCUTA and Williams Middle School to Provide Licensing for the 2024-2025 School Year	<b>123-124</b>
<b>13.2.28</b>	Approve Agreement for Contract Services with Sow A Seed to Facilitate Too Good for Drugs” Curriculum Per the Substance Use Disorder Plan (SUDP) Tier 1 Intervention for the 2024-2025 School Year	<b>125-129</b>
<b>13.2.29</b>	Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for the 2024-2025 School Year	<b>130-134</b>



**13.3 Human Resources:**

- 13.3.1** Accept Resignations/Retirements/Leave of Absences for Classified, Certificated, and/or Management Employment **135-138**
- 13.3.2** Approve Classified, Certificated, and/or Management Employment **139-146**
- 13.3.3** Approve Education Specialist, Counseling, Teaching and Administrative Interns Agreement with University of San Francisco **147-156**
- 13.3.4** Approve Student Teacher Agreement with Hope International University **157-162**

- 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 Revised Board Policy 6146.1 High School Graduation Requirements/ Standards of Proficiency **163-173**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.2.2** Approve Revised School Site Plan and Budget for 2024-2025 School Year (Separate Cover) **174**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.

**14.3 Human Resources:**

- 14.3.1** Approve Revised Job Description for Coordinator of Prevention Services **175-178**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.
- 14.3.2** Approve a Variable Term Waiver for Administrative Services **179-180**  
**Action:** Motion\_\_\_; Second\_\_\_. **Vote:** Yes\_\_\_; No\_\_\_; Absent\_\_\_; Abstain\_\_.

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

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

**17. Board Meeting Calendar:**

- 17.1** August 27, 2024
- 17.2** September 10, 2024
- 17.3** September 24, 2024

**18. Upcoming Events:**

- 18.1** September 2, 2024 No School, Labor Day
- 18.2** October 7-11, 2024 No School, Fall Break

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

**Minutes of  
Regular Meeting of the Governing Board  
For Tracy Unified School District  
Held on Tuesday, June 25, 2024**

- 6:40 PM:** 1-3. President Abercrombie called the meeting to order and adjourned to closed session.
- Roll Call:** 4. Board: S. Abercrombie, R. Fagin, L. Hawkins, Z. Hoffert, N. Kahlon, J. Silcox.  
Absent: O. Alexander.  
Staff: R. Pecot, J. Stocking, M. Bunch, S. Smith. Absent: T. Salinas, T. Jalique.
- 7:00 PM** 5. President Abercrombie called the Tracy Unified School District Board of Education to order and led those present in the Pledge of Allegiance.
- Closed Session:** 6a Report Out of Action Taken on Reinstatements: AR#23-24/#27, AR#23-  
3.2.1 24/#28, AR#23-24/#29  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Alexander).  
6b Report Out of Action Taken on Early Graduation: WHS#10326235  
3.2.2  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Alexander).  
6c Report Out of Action Taken on Consider Non-renewal of Coach Contract  
3.3.1 for Employee #UCL- 495  
**Action:** Approved. **Vote:** Yes-5; No-1 (Hoffert); Absent-1 (Alexander).  
6d Report Out of Action Taken on Consider Paid and Unpaid Leave of  
3.3.2 Absence for Classified Employee #UCL-496  
**Action:** Approved. **Vote:** Yes-6; No-0; Absent-1 (Alexander).
- Minutes:** 7. Approve Regular Minutes of June 11, 2024.  
**Action:** Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (Alexander).
- Audience:** Annabelle Lee, Jason Noll, Bobbie Etcheverry, Lori Nelson, Tanya Calderon, Lorraine Arranaga, Janae Taylor, Bob Brownne, Debra Schneider, Mary Petty, Erin Quintana, Zachary Boswell
- Student Rep Reports:** 8.1 None.
- Recognition & Presentations:** 9.1 None.
- Information & Discussion Items:** 10.1 **Administrative & Business Services:**  
10.1.1 **TeamCivX Presentation of Bond Survey Results**  
Charles Heath, Partner of TeamCivX, shared results of a resent survey conducted among our bond voters. The purpose of the research is to understand if the bond measure is feasible and to understand and gather

information for communication and outreach. The survey was conducted by email, text, and phone calls. Voters were able to share their opinions via a pin-protected website. 400 interviews were completed. The survey was designed to see where the issue of public education ranks among the voters. A mockup of the language that would appear on the ballot was included along with the tax threshold of the typical household owner, and proposed repair and improvement projects that the bond would address. In all, 57% of the voters surveyed indicated they would most likely vote yes. If the resolution is approved this evening, the next step would be an independent campaign effort; fundraising, obtaining endorsements, and advertising via social media, lawn signs, direct mail, etc.

## **10.2 Educational Services:**

### **10.2.1 Receive Report on State Indicators**

Mary Petty, Director of Curriculum Improvement State and Federal Programs provided an update on the local indicator date for TUSD. July 1 is the deadline to present the local indicators to the governing board in conjunction with the LCAP approval. Reporting to the California Dashboard has been completed. Within the dashboard, Priority 1 includes the basic reporting that is included in the School Accountability Report Card. Priority 2 is implementation of the state standards. Priority 3 is for Parent and Family Engagement. Of these, full implementation was received in all categories, with some at full implementation with sustainability (the highest rating).

### **10.2.2 Receive Report on Tracy Charter School State Indicators**

Principal, Annabelle Lee, provided the local indicator data for the Tracy Charter School. Their focus this year is on engagement to decrease absenteeism. All teachers hold a full credential. Since an online curriculum is utilized, all curriculum is based on state standards and students work at their own pace to reach those standards. The school saw a large increase in how the students feel about the climate and their safety while at school, 94.98% and 91.88% consecutively.

### **10.2.3 Receive Report on TUSD Coaching and Athletics**

Directors Jason Noll, Michael Bunch, Dr. Zachary Boswell, and Mary Petty together provided a joint presentation to discuss the relation between coaching and student athletes, including the financial obligation, the human resources obligation, and the student impact. Athletics are supported by districting funding, ASB and Parent/Booster clubs. The district allocates \$80,000 per high school for transportation and a budget of \$28,000 for athletic safety. ASB funds are raised by students for the direct benefit of the students. Every booster club organization has their own set of by laws. These clubs raise funds and allocate how they choose to utilize their funding. Once hired, coaches complete a pre coaching certification process including fingerprinting, obtaining certifications,



and completing required trainings. All must be completed prior to working directly with students. Coaches are evaluated annually by the Athletic Director with input from the Head Coach. Per Ed Code, coaching assignments are temporary positions. Coaches may be released due to unsatisfactory performance, based on conduct, or by contract non-renewal. Students have many options for competitive sports at each high school. The Boys and Girls club is funded by the ELOP and ASES grant for after school programing. They also offer numerous after school sports programs at each of the school sites.

Trustee Silcox left the meeting at 8:16 p.m.  
Trustee Silcox returned at 8:17 p.m.

<b>Hearing of Delegations</b>	11.	None.
<b>Public Hearing:</b>	12.1	<b>Business Services:</b> None.
	12.2	<b>Education Services:</b> None.
	12.3	<b>Human Resources:</b>
	12.3.1	Receive Public Comments Regarding Negotiations with Tracy Educators Association (TEA) and the Tracy Unified School District (TUSD)
		Opened Public Hearing at: 8:18 p.m. No comments were received. Closed Public Hearing at: 8:19 p.m.
<b>Consent Items:</b>	13.	<b>Board approval of any agenda item requiring insurance is conditioned upon receipt of appropriate insurance by Tracy Unified. Action:</b> Fagin, Kahlon. <b>Vote:</b> Yes-6; No-0; Absent- 1 (Alexander).
	13.1	<b>Administrative &amp; Business Services:</b>
	13.1.1	Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda
	13.1.2	Approve Entertainment, Assembly, Service, Business and Food Vendors
	13.1.3	Approve Accounts Payable Warrants (May 2024) (Separate Cover)
	13.1.4	Approve Payroll Reports (May 2024)
	13.1.5	Approve Revolving Cash Fund Reports (May 2024)
	13.1.6	Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year
	13.2	<b>Educational Services:</b>
	13.2.1	Approve Agreement for Contract Services between Pyramid Education Consultants and Special Education for Training and Support for the 2024-2025 School Year

- 13.2.2 Approve Master Contract (MC) for Creative Alternatives, NPS for the 2024-2025 School Year (Separate Cover)
- 13.2.3 Approve the Consolidated Application for Funding (Con App) for the Tracy Unified School District for the 2024-2025 School Year
- 13.2.4 Approve Contract with the San Joaquin County Children and Families Commission (First 5 San Joaquin) for the Building Literacy Together Grant (Separate Cover)
- 13.2.5 Approve Price Quote for Subscription Fees with ELLevation Education for the 2024-2025 and 2025-2026 School Year
- 13.2.6 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and Duncan Russell Community Day School for Behaviorist Services in the 2024-2025 School Year
- 13.2.7 Approve Contract Service Agreement with Faith in Action Community Education Services (F.A.C.E.S.) for Mental Health Counselors, Board Certified Behavior Analyst (BCBA), Registered Behavior Technician (RBT), Speech & Language Pathologist (SLP), Speech & Language Pathologist Assistant (SLPA), Occupational Therapists (OT), Certified Occupational Therapist Assistant (COTA), Academic Tutors for the 2024-2025 School Year
- 13.2.8 Approve the Annual District Title III Plan for the 2023-2024 School Year
- 13.2.9 Approve Agreement for Special Contract Services with the California History Social Studies Project at UCDavis to provide Ethnic Studies Training for Teachers during the 2024-2025 School Year
- 13.2.10 Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Kimball High School during the 2024-2025 School Year
- 13.2.11 Approve Agreement for Monte Vista Sixth Grade Students and Supervisors to attend Science Camp at Exploring New Horizons Camp October 28, 2024 to October 31, 2024
- 13.2.12 Approve Agreement for Contract Services between FACES and Monte Vista Middle School for the 2024-2025 School Year
- 13.2.13 Approve Agreement for Contract Services between Houghton Mifflin Harcourt and Monte Vista Middle School for the 2024-2025 School Year
- 13.2.14 Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Monte Vista Middle School during the 2024-2025 School Year
- 13.2.15 Approve Agreement for Contract Services between the Boys & Girls Club of Tracy and North School for the 2024-2025 School Year
- 13.2.16 Approve Agreement for Special Contract Services with The Core Collaborative for Professional Development for 7th and 8th Grade Math Teachers During the 2024-2025 School Year
- 13.2.17 Approve Out of State Travel for the Director of Student Services, Coordinator of Prevention Services, Community Family Services Advisor and two Parent Liaisons to attend the National Association for the Education of Homeless Children and Youth (NAEHCY) Annual Conference in Orlando, Florida, November 16-19, 2024

- 13.2.18 Approve Agreement for Contract Services between Faith in Action Community Education (F.A.C.E.S.) and George & Evelyn Stein High School for Behaviorist Services in the 2024-2025 School Year
- 13.2.19 Approve Agreement for Special Contract Services with Sow A Seed Community Foundation to provide Group Counseling for Art Freiler School for the 2024-2025 School Year
- 13.2.20 Approve Agreement for Contract Services for Suicide Awareness and Prevention between Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2024-2025 School Year
- 13.2.21 Approve Agreement for Contract Services between Transitional Age Youth (TAY) Mentoring Program - Child Abuse Prevention Council and Duncan-Russell/Stein Continuation High, Kimball High, and West High for the 2024-2025 School Year
- 13.2.22 Approve Agreement for Special Contract Services with Child Abuse Prevention Council (CAPC) Parent Café Program for the 2024-2025 School Year
- 13.2.23 Approve Agreement for Contract Services between San Joaquin Pride Center and Freiler, Kelly, Monte Vista, North, Poet, Williams, Kimball High, Tracy High, Stein Continuation and West High School during the 2024-2025 School Year
- 13.2.24 Approve Out of State Travel for Two Educational Services Staff to attend the Collaborative for Academic, Social and Emotional Learning (CASEL) Exchange in Chicago, Illinois, November 12-14, 2024
- 13.2.25 Approve Agreement for Contract Services between Thriving YOUniversity and George and Evelyn Stein High School for the 2024-2025 School Year
- 13.2.26 Approve Agreement for Special Contract Services with ATX Learning to Provide Credentialed Special Education Teachers, School Psychologists, Registered Behavior Technicians, Occupational Therapists, Certified Occupational Therapist Assistants, Speech & Language Pathologists, and Speech & Language Pathologist Assistants for the 2024-2025 School Year
- 13.2.27 Approve Agreement for Special Contract Services with 3Chords Inc and Therapy Travelers LLC, Collectively DBA Epic Special Education Staffing to Provide Staffing Services for the 2024-2025 School Year (Separate Cover)
- 13.2.28 Approve Agreement for Contract Services between Axis Community Health and Monte Vista Middle School for the 2024-2025 School Year
- 13.2.29 Approve Agreement for Contract Services between Community Medical Centers and Hirsch, Jacobson, Kimball High, McKinley, South/West Park Elementary, Duncan Russell, Stein Continuation High and Tracy High for the 2024-2025 School Year
- 13.2.30 Approve Agreement for Contract Services between Valley Community Counseling and Bohn, Central, Freiler, Kelly, North, Poet, Villalovoz, Williams and West High for the 2024-2025 School Year



- 13.2.31 Approve Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 School Year
- 13.2.32 Approve Agreement for Special Contract Services with Valley Community Counseling for Licensed Marriage and Family Therapist for the 2024-2025 School Year
- 13.2.33 Approve Master Contract for Non-Public School Anova Center for Education for the 2024-2025 School Year (Separate Cover)
- 13.2.34 Approve Master Contract for Non-Public School Bay Area Education Institute dba Bayhill High School for the 2024-2025 School Year (Separate Cover)
- 13.2.35 Approve Master Contract for East Valley Education Center, NPS for the 2024-2025 School Year (Separate Cover)
- 13.2.36 Approve Master Contract for Non-Public School Hanna Academy for the 2024-2025 School Year (Separate Cover)
- 13.2.37 Approve Master Contract for Point Quest Education, NPS for the 2024-2025 School Year (Separate Cover)
- 13.2.38 Approve Master Contract for Specialized Education of California Operating the Sierra School of San Joaquin, NPS for the 2024-2025 School Year (Separate Cover)
- 13.2.39 Approve Agreement for Contract Services between TUSD and Hatching Results for the 2024-25 School Year
- 13.2.40 Approve Master Contract (MC) for Sierra Vista Child & Family Services, NPS for the 2024-2025 School Year (Separate Cover)
- 13.2.41 Approve Master Contract for Summa Academy, NPS for the 2024-2025 School Year (Separate Cover)
- 13.2.42 Ratify Master Contract for Non-Public School Hanna Academy for the 2023-2024 Extended School Year
- 13.2.43 Approve Agreement with The Center for Model Schools, a Division of Houghton Mifflin Harcourt to Provide PD for District Administrators, Site Administrators and Teachers in the 2024-2025 School Year
- 13.2.44 Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and South/West Park Elementary during the 2024-2025 School Year
- 13.2.45 Approve Funding for the Agriculture Incentive Grant for Tracy High School for the 2024-2025 School Year
- 13.2.46 Approve Out of State Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year
- 13.2.47 Approve Overnight Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year
- 13.2.48 Approve All Out of District Travel for Tracy High School (THS) AG/FFA Teachers and Students for the 2024-2025 School Year
- 13.2.49 Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) for a Behaviorist and West High School during the 2024-2025 School Year

- 13.2.50 Approve Agreement for Contract Services between Faith in Action Community Education Services (F.A.C.E.S) and West High School during the 2024-2025 School Year
- 13.2.51 Approve Agreement for Contract Services between Parent Institute for Quality Education (PIQE) and Merrill F. West High School during the 2024-2025 School Year
- 13.2.52 Approve Out of State Travel for West High School Agriculture Program to attend The National FFA Convention in Indianapolis, IN October 23-27, 2024
- 13.2.53 Approve Overnight Travel for the 2024-2025 School Year for the West High Agriculture Staff Chaperons and Students
- 13.2.54 Approve Travel for West High Agriculture Advisors and Students to attend FFA functions for the 2024-2025 School Year
- 13.2.55 Approve Agreement for Contract Services between Faith in Action Community Education Services and Williams Middle School for the 2024-2025 School Year
- 13.2.56 Receive Update on Quarterly Williams Complaint Report for the Quarter Ending July 15, 2024

**13.3 Human Resources:**

- 13.3.1 Accept the Resignations/Retirements/Leaves of Absence for Certificated, Classified and/or Management Employees
- 13.3.2 Approve Classified, Certificated and/or Management Employment
- 13.3.3 Approve the Classified and Certificated Calendar Listings for 2024 – 2025 School Year  
The Classified Calendar included a clerical error. The correct dates of the Thanksgiving holiday are November 28-29.
- 13.3.4 Approve Student Teacher and Counseling Experience with University of San Francisco

**Action Items:**

**14.1 Administrative & Business Services:**

- 14.1.1 Approve the Purchase of Rational Ovens for the Kimball High Kitchen  
**Action:** Hawkins, Silcox. **Vote:** Yes-6; No-0; Absent-1 (Alexander).
- 14.1.2 This item was moved up on the agenda.  
Adopt Resolution No. 23-18 Ordering an Election in School Facilities Improvement District No. 3 to Authorize the Issuance of School Bonds, Establishing Specifications of the Election Order and Requesting Consolidation with other Elections Occurring on November 5, 2024  
**Action:** Silcox, Kahlon. **Vote:** Yes-5; No-1 (Hoffert); Absent-1 (Alexander).
- 14.1.3 Approve the Local Control Accountability Plan (LCAP) (Separate Cover)  
**Action:** Silcox, Kahlon. **Vote:** Yes-6; No-0; Absent-1 (Alexander).
- 14.1.4 Approve the Tracy Charter School Local Control Accountability Plan (LCAP) (Separate Cover)  
**Action:** Hawkins, Silcox. **Vote:** Yes-6; No-0; Absent-1 (Alexander).

**14.1.5** Adopt the 2024-25 Annual School District Budget (Separate Cover)

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

**14.1.6** Adopt Resolution No. 23-19 Committed Fund Balance

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

**14.2 Educational Services:**

**14.2.1** Adopt TUSD K-8 and High School Handbook changes for the 2024-2025 School Year (Separate Cover)

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

**14.2.2** Approve Revised Board Policy 8511 Credit Requirements for High School Graduation (Second Reading)

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

**14.2.3** Approve Beyond SST Contract for 2024-2025, 2025-2026, 2026-2027 School Years (Separate Cover)

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

**14.2.4** Adopt New Board Policy 1312.2 Complaints Concerning Instructional Materials and Acknowledge New Administrative Regulation 1312.2 (Second Reading)

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

**14.2.5** Adopt Revised Board Policies 6144 Controversial Issues (Second Reading)

**Action:** Fagin, Silcox. **Vote:** Yes-6; No-0; Absent-1 (Alexander).

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

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

**14.2.7** Adopt Revised Board Policy 6163.1 Library/Resource Centers (Second Reading)

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

**14.2.8** Approve Revised Board Policy 6141 Curriculum Development and Evaluation (Second Reading)

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

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

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

**14.2.10** Adopt TUSD Athletic and Coaches Handbook updates for the 2024-2025 School Year (Separate Cover)

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

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

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

Mary Petty and Annabelle Lee provided background information of Proposition 28. Prop 28 requires the state to spend a certain percentage of its general fund on public education. Schools with low-income households get more funding. Prop 28 allocations are required to supplement funding for arts education programs. Both TUSD and Tracy



Charter have similar objectives: to enhance student opportunity, engagement, and learning outcomes in Visual and Performing Arts and Music and to provide each student with the necessary resources and materials to participate in the Visual and Performing Arts and Music. TUSD school sites received individual allocations totaling \$2,121,154,00. The Tracy Charter was allocated \$47,974.

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

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

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

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

**14.3 Human Resources:**

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

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

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

**Action:** Approved as amended. Fagin, Silcox. **Vote:** Yes-6; No-0; Absent-1 (Alexander).

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

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

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

**Action:** Silcox, Fagin. **Vote:** Yes-6; No-0; Absent-1 (Alexander).

**14.3.5** Approve a Declaration for a Provisional Internship Permit

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

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

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

**14.3.7** Approve Revised Job Description for School Readiness Programs Administrator

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

**Board Reports:**

Trustee Kahlon extended a thank you and congratulations to all students, staff and parents for their hard work and dedication. She is excited for next year. The annual LULAC Leadership Conference is a great opportunity for all students. It takes place Friday, October 25<sup>th</sup>. Trustee Hoffert thanked all for coming. He feels surveys can be flawed. When you look at elections, 55% is extremely high. He has spoken to many people, and they feel a small \$200 increase on their taxes will burden them. Trustee Fagin thanked everyone for a great school year and for the great presentations; they were thorough and informative. Trustee Hawkins thanked the

District and the Board. It was fun working with them; he has learned a lot this year. Trustee Silcox voiced agreement with Trustee Hawkins. Trustee Abercrombie has been working to get a triathlon going. There will be one at Kimball next March for students 8 to 14 years old. It will include swimming and bike riding in an obstacle course, with a finish on the track. Dr. Debra Schneider was thanked for her years of service. Everyone wished her a happy retirement.

**Superintendent  
Report:**

Dr. Pecot will miss Ms. Stocking's positive energy and her well rounded knowledge. He has worked with her in two districts. She is a good person, and he appreciates all she has done. Dr. Schneider has been a steady presence in this district, advocating for what she feels is right. He has always appreciated her dedication and presence in TUSD. Both Ms. Stocking and Dr. Schneider have been a great influence in the district.

**Adjourn: 8:40 p.m.**

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 13, 2024  
**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:

Donation received by West High School/Tracy Unified School District:

1. Donation from American Red Cross: \$750.00 (Check #04008143) designated for the American Red Cross High School Scholarship Program.

Donation received by Art Freiler School/Tracy Unified School District:

1. Donation from The Alcott Family 1992 REV. Trust: \$3090.00 (Check #151) designated for two online subscriptions for Mystery Science and Generation Genius.

Donation received by Professional Learning Department/Tracy Unified School District:

1. Donation from Tracy Breakfast Lions Club: \$1,035.94 (Check #1898) this donation will be used to purchase reusable water bottles for new teachers to the district at summer TTIPP.

Donation received by Kimball High School/Tracy Unified School District:

1. Donation from Kimball High School: \$1000.00 (Check #1010168739) this donation will be used to purchase gear needed for Kimball's football teams.

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



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

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

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



## BUSINESS SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** July 30, 2024  
**SUBJECT:** **Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year**

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

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

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

**RECOMMENDATION:** Accept and Review the Status of School Connected Organization/Booster Club Applications Submitted for the 2024/25 School Year.

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



## 2024/2025 School-Connected Organization Booster Clubs

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



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** July 31, 2024  
**SUBJECT:** **Ratify Routine Agreements, Expenditures and Notice of Completions Which Meet the Criteria for Placement on the Consent Agenda**

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

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

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

**FUNDING:** Per attached summary of requisitions.

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

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



**BUSINESS SERVICES  
FACILITIES DEVELOPMENT DEPARTMENT  
SUMMARY OF SERVICES  
August 13, 2024**

**A.**

Vendor:	California Police Activities League (PAL)
Sites:	DEC
Item:	Agreement
Services:	The California Police Activities League (PAL) will utilize Tracy Unified' s facilities for their Youth Apprenticeship Readiness Accelerator (YARA) Program. This program will benefit recent TUSD high school graduates selected to participate through an application process.
Cost:	\$10,000.00
Project Funding:	Unrestricted JUUL Funding

**B.**

Vendor:	Hankin Specialty Elevator
Sites:	District Wide
Item:	Service Agreement
Services:	Maintenance and services of Districts thirteen wheelchair lifts, to include state inspections and repairs when applicable.
Cost:	\$10,400.00
Project Funding:	General Fund/Environmental Compliance



# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 1, 2024  
**SUBJECT:** Approve Accounts Payable Warrants (June 2024)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Accounts Payable Warrants (June 2024).

**Prepared by:** Lori Nelson, Director of Financial Services.



# **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** May 17, 2024  
**SUBJECT:** Approve Payroll Reports (June 2024)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Payroll Reports (June 2024).

**Prepared by:** Lori Nelson, Director of Financial Services.

Pay Date 06/28/2024

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	5,608,940.21	Teachers' Salaries
		1200	611,133.34	Cert Pupil Support Salaries
		1300	714,378.13	Cert Suprvrs' & Admins' Sal
		1900	236,321.44	Other Certificated Salaries
		1999	0.00	1000 Salary Payroll Errors
		2100	731,591.35	Instructional Aides' Salaries
		2200	1,140,519.99	Classified Support Salaries
		2300	282,026.02	Class Suprvrs' & Admins' Sal
		2400	650,187.70	Clerical & Office Salaries
		2900	50,880.86	Other Classified Salaries
		<b>Total Labor</b>	<b>10,025,979.04</b>	
Fund	01	SACS Object	Amount	
		3101	1,323,077.56	STRS On 1000 Salaries
		3102	13,281.02	STRS On 2000 Salaries
		3201	66,827.90	PERS On 1000 Salaries
		3202	732,398.39	PERS On 2000 Salaries
		3301	113,847.57	
		3302	207,515.86	
		3401	627,459.13	
		3402	349,167.55	
		3501	3,585.62	State Unemploy On 1000 Salary
		3502	1,426.34	State Unemploy On 2000 Salary
		3601	125,094.17	Worker'S Comp Ins On 1000 Sal
		3602	49,809.24	Worker'S Comp Ins On 2000 Sal
		3701	50,451.64	
		3702	23,496.96	
		3901	167.64	
		<b>Total Contributions</b>	<b>3,687,606.59</b>	
Fund	09	SACS Object	Amount	
		1100	180,449.26	Teachers' Salaries
		1200	11,515.22	Cert Pupil Support Salaries
		1300	11,233.18	Cert Suprvrs' & Admins' Sal
		2400	14,046.43	Clerical & Office Salaries
		<b>Total Labor</b>	<b>217,244.09</b>	
Fund	09	SACS Object	Amount	
		3101	38,203.93	STRS On 1000 Salaries
		3202	3,747.58	PERS On 2000 Salaries
		3301	2,765.04	
		3302	1,049.85	
		3401	15,119.23	
		3402	1,607.89	
		3501	101.62	State Unemploy On 1000 Salary
		3502	7.02	State Unemploy On 2000 Salary
		3601	3,544.77	Worker'S Comp Ins On 1000 Sal
		3602	245.04	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>66,391.97</b>	
Fund	11	SACS Object	Amount	
		1100	28,944.83	Teachers' Salaries
		1200	9,399.14	Cert Pupil Support Salaries
		1300	13,059.82	Cert Suprvrs' & Admins' Sal
		2100	7,317.73	Instructional Aides' Salaries
		2400	10,293.77	Clerical & Office Salaries
		<b>Total Labor</b>	<b>69,015.29</b>	



<b>Fund 11</b>	<b>SACS Object</b>	<b>Amount</b>	
	3101	9,818.14	STRS On 1000 Salaries
	3202	4,698.75	PERS On 2000 Salaries
	3301	712.02	
	3302	1,300.66	
	3401	3,622.42	
	3402	2,029.77	
	3501	25.70	State Unemploy On 1000 Salary
	3502	8.79	State Unemploy On 2000 Salary
	3601	896.75	Worker'S Comp Ins On 1000 Sal
	3602	307.23	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>23,420.23</b>	

<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	2100	32,141.87	Instructional Aides' Salaries
	2300	3,051.41	Class Suprvrs' & Admins' Sal
	2400	4,803.48	Clerical & Office Salaries
	<b>Total Labor</b>	<b>39,996.76</b>	

<b>Fund 12</b>	<b>SACS Object</b>	<b>Amount</b>	
	3102	584.11	STRS On 2000 Salaries
	3202	8,346.86	PERS On 2000 Salaries
	3302	2,626.34	
	3402	2,013.99	
	3502	20.01	State Unemploy On 2000 Salary
	3602	697.73	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>14,289.04</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	2200	191,360.41	Classified Support Salaries
	2300	49,144.45	Class Suprvrs' & Admins' Sal
	2400	19,857.63	Clerical & Office Salaries
	<b>Total Labor</b>	<b>260,362.49</b>	

<b>Fund 13</b>	<b>SACS Object</b>	<b>Amount</b>	
	3202	64,793.36	PERS On 2000 Salaries
	3302	19,013.17	
	3402	20,572.45	
	3502	130.22	State Unemploy On 2000 Salary
	3602	4,542.02	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>109,051.22</b>	

Pay Date 06/10/2024

Fund 01

## LABOR DISTRIBUTION FOR EMPLOYEE

Fund	01	SACS Object	Amount	
		1100	892,566.19	Teachers' Salaries
		1200	1,153.04	Cert Pupil Support Salaries
		1300	3,920.00	
		1900	149,869.71	Other Certificated Salaries
		1999	0.00	1000 Salary Payroll Errors
		2100	214,030.38	Instructional Aides' Salaries
		2200	172,274.04	Classified Support Salaries
		2300	0.00	Class Suprvrs' & Admins' Sal
		2400	26,421.65	Clerical & Office Salaries
		2900	7,169.30	Other Classified Salaries
		<b>Total Labor</b>	<b>1,467,404.31</b>	
Fund	01	SACS Object	Amount	
		3101	120,278.05	STRS On 1000 Salaries
		3202	8,999.70	PERS On 2000 Salaries
		3301	19,889.59	
		3302	24,366.12	
		3501	524.05	State Unemploy On 1000 Salary
		3502	209.16	State Unemploy On 2000 Salary
		3601	18,273.90	Worker'S Comp Ins On 1000 Sal
		3602	7,324.99	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>199,865.56</b>	
Fund	09	SACS Object	Amount	
		1100	5,880.00	Teachers' Salaries
		2400	228.70	Clerical & Office Salaries
		<b>Total Labor</b>	<b>6,108.70</b>	
Fund	09	SACS Object	Amount	
		3101	1,123.08	STRS On 1000 Salaries
		3202	61.02	PERS On 2000 Salaries
		3301	85.26	
		3302	17.50	
		3501	2.94	State Unemploy On 1000 Salary
		3502	0.11	State Unemploy On 2000 Salary
		3601	102.58	Worker'S Comp Ins On 1000 Sal
		3602	3.99	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>1,396.48</b>	
Fund	11	SACS Object	Amount	
		1100	11,881.97	Teachers' Salaries
		1200	1,153.04	Cert Pupil Support Salaries
		2100	1,458.28	Instructional Aides' Salaries
		2400	255.86	Clerical & Office Salaries
		<b>Total Labor</b>	<b>14,749.15</b>	
Fund	11	SACS Object	Amount	
		3101	2,371.09	STRS On 1000 Salaries
		3202	389.07	PERS On 2000 Salaries
		3301	189.03	
		3302	131.13	
		3501	6.52	State Unemploy On 1000 Salary
		3502	0.86	State Unemploy On 2000 Salary
		3601	227.41	Worker'S Comp Ins On 1000 Sal
		3602	29.90	Worker'S Comp Ins On 2000 Sal
		<b>Total Contributions</b>	<b>3,345.01</b>	

Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	2100	5,171.38	Instructional Aides' Salaries
	2400	0.00	Clerical & Office Salaries
	<b>Total Labor</b>	<b>5,171.38</b>	
Fund 12	<b>SACS Object</b>	<b>Amount</b>	
	3102	76.10	STRS On 2000 Salaries
	3202	492.08	PERS On 2000 Salaries
	3302	264.68	
	3502	2.59	State Unemploy On 2000 Salary
	3602	90.21	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>925.66</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	2200	14,011.48	Classified Support Salaries
	<b>Total Labor</b>	<b>14,011.48</b>	
Fund 13	<b>SACS Object</b>	<b>Amount</b>	
	3202	1,724.85	PERS On 2000 Salaries
	3302	782.67	
	3502	6.98	State Unemploy On 2000 Salary
	3602	244.43	Worker'S Comp Ins On 2000 Sal
	<b>Total Contributions</b>	<b>2,758.93</b>	



## **BUSINESS SERVICES MEMORANDUM**

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Tania Salinas, Assoc Supt of Business Services  
**DATE:** August 1, 2024  
**SUBJECT:** Approve Revolving Cash Fund Reports (June 2024)

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

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

**FUNDING:** N/A.

**RECOMMENDATION:** Approve Revolving Cash Fund Reports (June 2024).

**Prepared by:** Lori Nelson, Director of Financial Services.



07/02/24

TUSD  
REVOLVING CASH FUND  
June 2024

Date	Num	Name	Memo	Paid Amount
06/07/2024	10052	TOGO'S	PO24-00102 6/11/24 event	
			01-0000-0-0000-7150-4300-810-1001	-186.52
TOTAL				-186.52
06/17/2024	10053	TOGO'S	PO24-00102 Event 6/18/2024	
			PO24-00102 01-0000	-158.66
TOTAL				-158.66
06/20/2024	10054	Taqueria La Mexicana	PO24-00106 6/25 event	
			01-0000-0-0000-7150-4300-800-1001	-195.24
TOTAL				-195.24



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Bowell, Associate Superintendent of Educational Services  
**DATE:** July 9, 2024  
**SUBJECT:** Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2024-2025 School Year

**BACKGROUND:** High leverage English Language Development (ELD) strategies are essential to promote English Language acquisition, academic achievement, and cross-cultural skills for our English Learners. These strategies are tied to the CA ELD standards and help EL students make advancements in attaining English language proficiency and reclassification statuses. Our partnership with the San Joaquin County Office of Education (SJCOE) has led TUSD to create Interactive Read Aloud IRA for all grades PK-2<sup>nd</sup> grade. We are currently working on creating Text Deconstruction/Reconstruction strategies for 3-12 grade. Our partnership with SJCOE has given support to middle and high school ELD teachers in working with the county in aligning Study Sync to the ELD standards and finding many teaching strategies to help teachers teach their ELD and core content courses. SJCOE will help the educational service department in our continual revision of our EL Master plan. The EL Master plan is a living document, just like our constitution, which requires a constant review process as laws and state mandates continue to change. TUSD is privileged to have a large team of para-educators working with our EL students. As a result, we are bringing the county's advance para-educator institute to TUSD. This institute will enhance the capabilities and skill set our para-educators have in working with our EL students.

**RATIONALE:** Tracy Unified School District (TUSD) has continually trained teachers PK-12<sup>th</sup> grade using high-level English Learner instructional strategies in their classrooms. These instructional strategies in Interactive Read Aloud, Text Deconstruction/Reconstruction, ELD Alignment of Study Sync and Wonders, and para-educator training has provided clear, practical strategies promoting positive, effective interactions among students and between teachers and students. This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals; and District Strategic Goal #2: Hire, support, develop, train, and sustain District employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** The cost for this partnership and support which will be funded by Title III is as follows: Five (5) ELD Steering Committee days focusing on a continuum of Text

Deconstruction/Reconstruction; (4) half-days for Integrated ELD networking for middle and high school core content teachers; (4) half-days for Designated ELD for ELA/ELD middle and high school teachers; (5) half-days EL Task force to support EL master plan, OPTTEL, and updating our EL services. 3 half-days for Paraprofessional Institute @ \$375 per person, with a 30-person; 12 hours of SJCOE consultation as needed for program improvement in our district. All services estimated at a minimum of \$51,930 based on paraprofessional Institute attendance.

**RECOMMENDATION:** Approve Memorandum of Understanding with San Joaquin County Office of Education, Language and Literacy Department to Provide ELL/ELD Trainings to TUSD Teachers and Staff for the 2024-2025 School Year.

**Prepared by:** Jose Jimenez, District EL Program Coordinator.



## **MEMORANDUM OF UNDERSTANDING**

### **San Joaquin County Office of Education and Tracy Unified School District**

This Agreement by and between the San Joaquin County Office of Education, hereinafter referred to as "SJCOE," and Tracy Unified School District, hereinafter referred to as "TUSD," is to provide professional learning for the 2024-2025 school year.

The two parties, SJCOE and TUSD, mutually agree to the following terms and conditions for the 2024-2025 school year.

#### **I. SCOPE OF WORK**

- a. SJCOE Language & Literacy Department will provide the following services:
  - Integrated ELD Networking meeting for middle and high school teachers: 4 half days @ \$1,300/ day = \$5,200
  - Designated ELD for ELA/ELD Secondary Teachers: 4 half days @ \$1,300/day = \$5,200
  - Advanced Paraprofessional Institute: 3 half days, \$375/person, with a 30-person minimum, 50 person maximum = \$11,250 minimum to \$18,750 maximum.
  - ELD Steering Committee Support: 5 days @ \$2,500/day = \$12,500
  - ELD Taskforce: 5 half day @ \$1,300/day = \$6,500
  - Consultation: 12 hours of consultation @ \$315/hour = \$3780

#### **II. TERMS OF AGREEMENT**

- a. This agreement will be in effect from July 1, 2024 – June 30, 2025.

#### **III. COMPENSATION**

- a. Professional learning costs (which include preparation, travel, and materials).
  - i. Tracy Unified will pay SJCOE in the estimated amount ranges from \$40,650 to \$51,930 (actual invoice will depend on services delivered and numbers of attendees) within thirty (30) days of receipt of the invoice from SJCOE.

#### **IV. CHANGES TO THE MEMORANDUM**

- a. Changes regarding the dates of provision or the scope and/or nature of these services must be made by mutual agreement.

#### **V. CERTIFICATION OF NON-EMPLOYEE STATUS:**

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



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

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

usually provided to employees and expressly agrees that SJCOE is not entitled to any such benefits.

1. Is the proposed CONTRACTOR/CONSULTANT an employee of the SJCOE? • Yes • No
2. Have you or any of your employees previously been employed by the SJCOE? • Yes • No
3. Are you or any of your employees a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) member? • Yes • No
- If yes, which system? (CalPERS) ☐ (CalSTRS) ☐
4. Are you, any of your employees or sub-contractors a California Public Employees Retirement System (CalPERS) or a California State Teachers Retirement System (CalSTRS) retiree? • Yes • No
- If yes, which system? (CalPERS) ☐ (CalSTRS) ☐

*Note: If you answered "Yes" to questions 3 or 4 listed above, additional information may be required to ensure accurate retirement reporting such as: employees name, SSN#.*

**VI. SIGNATURES OF AUTHORIZED REPRESENTATIVES**

San Joaquin County Office of Education

Tracy Unified School District

\_\_\_\_\_  
Stacey Greer, Director of Language & Literacy

\_\_\_\_\_  
Jose Jimenez, EL Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Warren Sun, Div. Director of Operations

\_\_\_\_\_  
Date





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 10, 2024  
**SUBJECT:** Ratify SJCOE CARE Program MOU at WHS for the 2024-2025 School Year

**BACKGROUND:** During the 2023-2024 school year, West High School Admin Team began exploring the CARE Program facilitated by the San Joaquin County Office of Education and physically hosted at comprehensive High School Campuses to support identified 9<sup>th</sup> grade students with an alternative program to assist in positively acclimating to High School. The program is aimed at 8<sup>th</sup> grade students that socially promote, have attendance challenges, or need extra support bridging to high school. Presently, 29% of 9<sup>th</sup> grade students are credit deficient (142 students), and 4% of 9<sup>th</sup> grade students have earned no credits at all (8 students). This program will address the needs of students who have been socially promoted to 9<sup>th</sup> grade and will ensure that they have a successful transition to high school so that they earn all of their credits their freshman year and break the cycle of academic failure.

Community Active Response to Education (CARE) is A joint educational program between the San Joaquin County Office of Education and local School Districts. Students are dually enrolled with the School District and SJCOE. Students learn in a community classroom on a traditional school campus with the goal of supporting students who were not successful academically in prior school years. The majority of instruction in core academic courses will occur in one classroom with the CARE teacher, and students will push out to take their PE elective.

**RATIONALE:** The approved CARE Program at West High School will provide up to 22 selected students, an alternative program to acclimate positively to 9<sup>th</sup> grade. The goal of the program is to support students in their 9<sup>th</sup> grade year and to stay in a Comprehensive High School setting and transition to a fully integrated master schedule over time.

## CARE Program Description:

- The program is for 22 (max) 9<sup>th</sup> graders and will be facilitated by the county.
- Students would be enrolled in a full 6-period day to include one County teacher to support core content subjects, and an elective or PE provided by TUSD teachers.
- Teachers use school adopted curriculum
- Student progress tracking all 4 years

- Eligible for summer school all 4 years of high school
- Staff from both CARE and high school will support students
- Individual support and instruction
- Tutoring opportunities
- Increased parent-teacher communication
- Teacher gets to know the student's learning gaps
- Parent can discuss core instruction with 1 teacher
- Field trips and activities
- Built in SEL curriculum

This agenda item meets District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** The CARE Program will be funded by San Joaquin County of Education and will be of no cost to TUSD.

**RECOMMENDATION:** Ratify SJCOE CARE Program MOU at WHS for the 2024-2025 School Year.

**PREPARED BY:** Mr. Gary Henderson, Principal of West High School



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

MEMORANDUM OF UNDERSTANDING BETWEEN SAN JOAQUIN COUNTY OFFICE OF  
EDUCATION AND TRACY UNIFIED SCHOOL DISTRICT  
JULY 1, 2024 THROUGH JUNE 30, 2025

**PARTIES**

This Memorandum of Understanding (MOU) is entered into between the San Joaquin County Office of Education hereinafter referred to as SJCOE and Tracy Unified School District, hereinafter referred to as DISTRICT.

**PURPOSE**

Whereas, SJCOE and DISTRICT have worked together to meet the needs of children in San Joaquin County, and;

Whereas, SJCOE and DISTRICT desire to jointly operate a community school pursuant to the California Education Code, section 1981 authorizing the establishment of county community schools, therefore;

Be it resolved that the SJCOE and DISTRICT shall operate a community school in Tracy, California (West High School Campus), under the authority of the San Joaquin County Board of Education consistent with all provisions of California law applicable to community schools and SJCOE's applicable Board Policies and Administrative Rules and Regulations (ARRs), except as otherwise specified herein.

**OPERATIONAL AGREEMENT**

SJCOE agrees to do the following:

- Operate the CARE Intervention/Diversion Program (CARE Program) as a community school for students referred by the DISTRICT and approved by San Joaquin County Probation as eligible for services under Section 654 of the Welfare and Institutions Code, served by SJCOE with SJCOE entitled to and claiming the Average Daily Attendance (ADA)

and California Basic Educational Data System (CBEDS) information as well as enrolling students with SJCOE Statewide Student Identifier (SSID) numbers.

- Assure access for all qualified and eligible students to the community school consistent with all provisions of the California Education Code and the California Code of Regulations related to community schools, and SJCOE Board Policies and ARRs.
- Hire and supervise an appropriately credentialed teacher.

The DISTRICT hereby agrees to do the following:

- Provide facilities necessary to house the CARE Program within the DISTRICT in order to serve identified students. DISTRICT shall have the right to restrict or deny use of its facilities to students who disrupt DISTRICT operations.
- Provide all educational supplies including textbooks, consumable supplies, technology, and printing as provided to other site teachers.
- Provide professional development consistent with the DISTRICT professional development plan.
- Provide classroom furniture for students and teacher.
- Provide maintenance, custodial services, and utilities.
- Provide home to school transportation for CARE students, as provided to other students.
- Provide CARE students access to lunch with peers, physical education classes, electives, and extra curricular activities according to the school site student handbook.
- Provide to the Superintendent all attendance and other information necessary to complete the state reports.
- Administer discipline, when applicable, and use eligibility criteria for sports and school activities for CARE students according to the DISTRICT's written policies and guidelines used for all other students.
- Provide, when applicable, special education services following any Individual Education Plan (IEP), conduct annual reviews, psychological assessment, and reevaluation.
- Provide, when applicable, services and accommodations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

## **JOINT RESPONSIBILITIES**

The CARE teacher, a SJCOE administrator, and a DISTRICT administrator will:

- 1) Agree on initial selection of students for CARE based on a review of attendance, academic and behavioral data;
- 2) Determine the appropriateness of placement in the CARE program for students with disabilities and provide services according to the pre-existing MOU with the DISTRICT.

## **FISCAL**

SJCOE shall receive Local Control Funding Formula (LCFF) based on ADA for students enrolled in the CARE Program (CARE ADA). In the event ADA drops below 14 and does not cover the cost of the salary and benefits of the teacher, the DISTRICT will be billed at the rate of 1/14<sup>th</sup> of the budgeted program cost for each student under 14, not to exceed the total cost of the teacher's salary and benefits.

## **TERM**

This MOU is entered into and effective from July 1, 2024 through June 30, 2025. Notice must be given by DISTRICT in writing to discontinue the CARE Program for the following school year to SJCOE by February 15.

For the 2025- 2026 school year, this would require notification by February 15, 2025. SJCOE reserves the right to discontinue the CARE program with 30 days prior notice to the DISTRICT if CARE ADA is less than 13 for any individual class. If SJCOE wishes to otherwise discontinue the CARE Program for the following school year, it will provide notice to DISTRICT by February 15 of the current year.

## **MODIFICATION**

This MOU constitutes the entire agreement and understanding of the parties. All prior understandings, terms or conditions are deemed merged into this MOU. Any changes to this MOU must be agreed to in writing by both parties. Should changes in legislation or the State budget occur that necessitate revision of this MOU, the DISTRICT and SJCOE shall meet to revise accordingly.

## **INDEMNIFICATION**

DISTRICT agrees to defend, indemnify, and hold harmless SJCOE (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any actual or alleged acts or omissions of DISTRICT, its director, agents, officers, or employees arising from DISTRICT's duties and obligations described in this agreement or imposed by law.

SJCOE agrees to defend, indemnify, and hold harmless DISTRICT (including its directors, agents, officers, and employees), from any claim, action, or proceeding arising from any

actual or alleged acts or omissions of SJCOE, its director, agents, officers, or employees arising from SJCOE’s duties and obligations described in this agreement or imposed by law.

**INDEPENDENT AGENTS**

This MOU is by and between two independent agents, SJCOE and DISTRICT, and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture and/or association between the two independent agents. SJCOE and DISTRICT shall be expected to independently comply with all relevant laws, including, but not limited to, those regarding fingerprinting, criminal background checks, and tuberculosis screening.

IN WITNESS WHEREOF, the parties hereto execute this Memorandum of Understanding:

**SIGNATURES**

*Melanie Greene*  
Melanie Greene  
Assistant Superintendent  
San Joaquin County Office of Education

03/19/2024  
Date

*Warren Sun*  
Warren Sun  
Division Director  
San Joaquin County Office of Education

03/19/2024  
Date

*Robert A. Pecot*  
Dr. Rob Pecot  
Superintendent  
Tracy Unified School District

03/19/2024  
Date



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 24, 2024  
**SUBJECT:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School for the 2024 - 2025 School Year

**BACKGROUND:** The Artist-in-Schools Program is provided by the San Joaquin County Office of Education. The program will provide several artists who will work with students Kindergarten through 5th grade for four sessions for each class. Students will learn basic art concepts and carry out various art projects.

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

**FUNDING:** These contracts are to be paid with Prop 28 Funding. Proposition 28: The Arts and Music in Schools Funding Guarantee and Accountability Act is a measure that mandates the establishment of ongoing support for arts instruction in schools. The contract will not exceed \$4,692.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with San Joaquin County Office of Education for the Artist-in-Schools Program at Louis Bohn School for the 2024 - 2025 School Year.

**Prepared by:** Jacqui Nott, Principal, Louis Bohn Elementary School.





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

**MEMORANDUM OF UNDERSTANDING**  
**(Bohn Elementary/Ingrid, Andera, Mario)**

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

**I. CONSULTANT AND/OR SERVICE DEFINED**

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

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

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

**II. TERM OF AGREEMENT**

Services by SJCOE will begin: September 6, 2024 and will continue on the following dates. See quote.

Number of classes: 17 Classrooms, 4-week sessions

Staff Contact at site: Principal: Jacqui Nott, 209-830-3300, jnott@tusd.net

Artist Contact: See quote for artist's contact information.

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

**III. COMPENSATION**

In consideration of the services provided, **Bohn Elementary** will pay SJCOE the sum of **\$4,692.00**.

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

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

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

**IV. SAN JOAQUIN COUNTY OFFICE OF EDUCATION RIGHT OF RETENTION**

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

**V. EXTENSION OF TERM**

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

07/08/2024

**Bohn Elementary School**  
350 E Mt Diablo Ave, Tracy, CA 95376

**SANDRA WENDELL, COORDINATOR** Date  
**ARTISTS-IN-SCHOOLS**

Date

**CONTRACTING OFFICER** Date  
**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: Provide several artists to visits classrooms and provide lessons in art education.  
Each classroom will receive 4 art lesson sessions throughout the 24-25 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 68 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Louis A. Bohn Elementary School.

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

- a. District shall pay \$ 4,692.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 4,692.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on September 6, 2024, and shall terminate on May 29, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_

IRS Identification Number \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tracy Unified School District \_\_\_\_\_

Date \_\_\_\_\_

Account Number to be Charged \_\_\_\_\_

Department/Site Approval \_\_\_\_\_

Budget Approval \_\_\_\_\_

Date Approved by the Board \_\_\_\_\_



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 24, 2024  
**SUBJECT:** Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn School for the 2024 - 2025 School Year

**BACKGROUND:** The mission of Quest Science Center in Livermore, CA, is to inspire and nurture everyday exploration for lifelong engagement with science and technology. The center is dedicated to connecting everyone to the value of science by fostering inclusivity and creating a welcoming experience. Quest Science Center is committed to ensuring that people of all ages and backgrounds feel a sense of belonging and excitement in the exploration of science. Through interactive exhibits, educational programs, and outreach initiatives, the center strives to make science accessible and enjoyable, encouraging a curiosity-driven approach to learning and discovery. By promoting inclusion and providing an engaging environment, Quest Science Center aims to contribute to a community where science is embraced and celebrated by all.

**RATIONALE:** This is an extended learning opportunity that aligns with the district's focus on STEM education as well as Bohn's goal to prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career. The projected outcome is to provide dedicated space for hands-on, interactive science technology experiences that complement the district's STEM curriculum. We hope through the collaboration with Quest Science Center we foster a deeper connection between students, families, and the broader community with the world of science. It will provide a unique opportunity for families to actively participate in STEM related activities.

**FUNDING:** This contract is to be paid with Title 1/Targeted EL funds. The contract will not exceed \$2,000.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Quest Science Center at Louis Bohn elementary School for the 2024 - 2025 School Year.

**Prepared by:** Hannah Green, Assistant Principal, Louis Bohn Elementary School.



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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Quest Science 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: Thursday September 19, 2024  
Quest Science will bring their Engineering Exploration stations. This includes all science materials where students and families can engage in  
and experience different hands on science activities at Bohn School.  
1 hour set up, 1 1/2 hour events, 1 hour tear down.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 3 1/2 ( ) ☒ HOURS [ ] DAYS, under the terms of this agreement at the following location Louis A. Bohn Elementary School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$2,000 per [ ] HOUR [ ] DAY ☒ FLAT RATE, not to exceed a total of \$2,000. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$N/A for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on September 19, 2024, and shall terminate on September 19, 2024.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

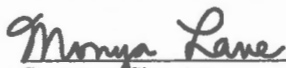
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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



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

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

**AGREED:**



7-8-24

Contractor Signature

Title

Tax ID# 82-4865787

IRS Identification Number

CEO Quest Science Center

Title

P.O. Box 2129

Address

Livermore, CA 94551

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 2, 2024  
**SUBJECT:** Approve Renewal of Digital Services Between Fireplace Inc. and Duncan Russell Community Day School for the 2024-2025 School Year

**BACKGROUND:** Duncan Russell students qualifies for CSI (Comprehensive Support and Improvement) under the new accountability system, with the Dashboard Indicator subgroup data. Currently, state data shows that there is an increase in the number of students not meeting grade level standards and a high suspension rate. Duncan Russell had two parents respond to the School Climate and Safety LCAP Survey, and/or were actively engaged in school activities.

**RATIONALE:** There is a strong need to actively engage parents in their student's education. Newsletters are a way to encourage parental involvement by keeping families in the loop about important dates, events happening in the classroom and at school, and just a brief overview of what their children are learning. The introduction and implementation of a digital newsletter will allow for ongoing timely communication with families, students, and staff. This agenda item meets the SPSA Goal #2: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** The cost, not to exceed \$1,200.00, will be paid from Title 1 funds.

**RECOMMENDATION:** Approve Renewal of Digital Services Between Fireplace Inc. and Duncan Russell Community Day School for the 2024-2025 School Year.

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

**Invoice 39147****\*\*Renewal for Smore Team Account \*\*****[R24] Stein High and Duncan Russell CDS**

Traci Mitchell

tramitchell@tusd.net

2098303395#8455

PLEASE NOTE OUR NEW REMIT AND MAILING ADDRESSES



FIREPLACE INC

**Smore Contact:**

Renewal Contact: joe.malaquias@schoolstatus.com

Billing: carole.venesky@schoolstatus.com

Current Account expires: 2024-09-14

**Description**

Team Account Includes: Collaboration + Template Sharing,  
Newsletter Translation, MNS Export, Management Dashboard to  
add/remove staff, and dedicated Customer Success Manager.

**Details**

Date: 06.13.24

Sent to: tramitchell@tusd.net

Amount: \$1,050.00

PAYMENT IS DUE UPON RECEIPT OF INVOICE

**Products**

Description	Qty	Duration (years)	Unit price	Price
<b>Smore Team Account - 5-User (1-5 users)</b>	1	1	\$1,050.00	\$1,050.00

**Important Notes**

Click here to access a downloadable PDF of our W-9.

REMIT TO ADDRESS:

PO Box 771470, St. Louis, MO 63177-9816.

ACH/EFT Banking Details

Stifel Bank

501 N Broadway

St Louis MO 63102

Account Number: 16763887

Routing Number: 081018998

**Subtotal:** \$1,050.00**Total:** \$1,050.00 (USD)

Amount Due \$1,050.00 (USD)

**Payment Terms**

By paying this invoice, you agree to our Terms.

© 2021 Smore | <https://smore.com>

### **Check payment instructions:**

**Please mail a check:**

Payable to: **Fireplace Inc**

REMIT TO Address:

Fireplace Inc (Smore)

PO BOX 771470

St Louis, MO. 63177-9816

**If you download the invoice as a PDF, it will include these instructions**

***Please update us on the status of your check. Once we receive payment, you will receive a receipt that can be downloaded for your records.***

For any questions, please email our billing at [ar@schoolstatus.com](mailto:ar@schoolstatus.com) or click [here](#).



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 8, 2024  
**SUBJECT:** Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for Independent Education Evaluations (IEEs) for the 2024 – 2025 School Year

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

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

**FUNDING:** Expenses for the 2024-2025 regular school year and related services will not exceed \$6,700.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Special Contract Services Agreement with Educational Professionals of Central California, LLC for independent Evaluations (IEEs) for the 2024-2025 school year.

**Prepared by:** Jason Davis, Director of Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Independent Education Evaluations (IEEs).  
The IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines. A written report will be provided to the District, at the same time that it is made available to the parents of the students who was evaluated. The multiple IEE will include a psycho-educational assessments. The contractor will attend related IEP meeting(s) to discuss the report. The contractor will provide a copy of all assessment protocols to the district.
- Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 15 ( ) ☒ HOURS [ ] DAYS, under the terms of this agreement at the following location the assessors location.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 6,700.00 per [ ] HOUR [ ] DAY ☒ FLAT RATE, not to exceed a total of \$ 6,700.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL ☒ SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS ☒ SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.



6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jason Davis, at (209) 830-3270 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide 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:**

Inez Zurita      Digitally signed by Inez Zurita  
Date: 2024.07.08 10:11:39 -07'00'      Mrs.  
\_\_\_\_\_  
Contractor Signature      Title  
83-3718890  
\_\_\_\_\_  
IRS Identification Number  
CEO/Coordinator  
\_\_\_\_\_  
Title  
1398 W. Indianapolis Ave. Suite 101  
\_\_\_\_\_  
Address  
Fresno CA 93705  
\_\_\_\_\_

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Assoc Supt of Ed Services  
**DATE:** June 25, 2024  
**SUBJECT:** Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2024-2025 School Year

**BACKGROUND:** Board approval is requested to contract with Left Coast Scales (LCS). The District's Special Education Department would like to contract with Left Coast Scales (LCS) for the 2024-2025 school year to provide consultation, training, support, and analysis via SEIS to AERIES and CALPADS data submissions.

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

**FUNDING:** Expense for this contract will be \$4,725.00 for the 2024-2025 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account #01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Contract Service Agreement with Left Coast Scales (LCS) for the 2024-2025 School Year.

**Prepared by:** Jason Davis, Director of Special Education.

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Left Coast Scales, LLC dba LCS-Training, 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: \_\_\_\_\_  
Consultation, training, support and analysis with Special Education data, submissions via SEIS to AERIES and CALPADS and improve training  
and access for Special Education staff working with compliance data, including but not limited to clerical, program specialist, and Special Education  
Teachers.

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 | | DAYS, under the terms of this agreement at the following location Special Education/DEC/Virtual.

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

- a. District shall pay \$ 4,725.00 per | | HOUR | | DAY | | FLAT RATE, not to exceed a total of \$ 4,725.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [ ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on July 1st, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

 Contract Administrator

Contractor Signature Title

20-3348823

IRS Identification Number

Contract Administrator

Title

5148 Western Way

Address

Perris, CA 92571

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 2, 2024  
**SUBJECT:** **Approve Special Contract Services Agreement with Building Connections Behavioral Health (BCBH) for Independent Education Evaluation (IEE) Assessment for the 2024-2025 School Year**

**BACKGROUND:** Board approval is requested to contract for an Independent Educational Evaluation (IEE) Assessment. Building Connections Behavioral Health (BCBH) will conduct an IEE per the San Joaquin County SELPA IEE process.

**RATIONALE:** Tracy Unified School District must offer a continuum of service, including IEEs necessary. This agenda request supports District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for this contract are \$5,000.00 per IEE. Total contract will not exceed \$5,000 for the 2024-2025 regular school year. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account # 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Building Connections Behavioral Health (BCBH) for an Independent Educational Evaluation Assessment for the 2024-2025 School Year.

**Prepared by:** Jason Davis, Director of Special Education.



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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: Independent Educational Evaluation (IEE) FBA  
IEE will be performed in accordance with the San Joaquin County Special Education Local Plan Area (SELPA) Guidelines.  
Complete 20/hour FBA plus 1 IEP Meeting, Additional IEPs charged at BID rate.  
\$5,000.00 Flat Fee BCBA.

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 N/A ( ) | **HOURS** | **DAYS**, under the terms of this agreement at the following location District, School, and/or Assessor's office.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ See # 1 per | **HOURLY** | **DAILY** | ☒ **FLAT RATE**, not to exceed a total of \$ 5,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a | ☒ **MONTHLY PROGRESS BASIS** | [ ] **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on May 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 (30) days' written notice of termination delivered by certified mail, return receipt requested.



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

Contractor agrees to hold harmless and to indemnify District for:

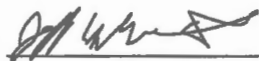
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

**AGREED:**



Contractor Signature

Title

47-1253660

IRS Identification Number

COO

Title

710 S Broadway STE 250

Address

Walnut Creek, Ca 94596

Tania Salinas

Tracy Unified School District

Date

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

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** June 25, 2024  
**SUBJECT:** **Ratify Master Contract with Spectrum Center, Non-Public School (NPS) for the 2024-2025 School Year**

**BACKGROUND:** Board approval is requested to contract with Spectrum Center, Non-Public School (NPS). The District's Special Education administration would like to contract with Spectrum Center for the 2024-2025 school year to provide placement pursuant to students IEP (Individual Education Program). Ratification is necessary at this time to fulfill district responsibility to place student and remain compliant with the applicable laws and statutory timelines.

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

**FUNDING:** Expenses for this contract will not exceed \$120,000.00 for the 2024-2025 school year. The Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract with Spectrum Center, Non-Public School (NPS) for the 2024-2025 School Year.

**Prepared by:** Jason Davis, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 9, 2024  
**SUBJECT:** Ratify Master Contract with Residential Facility Oxbow Academy for the 2024-2025 School Year

**BACKGROUND:** Board approval is requested to ratify master contract with Oxbow Academy a residential facility located in Utah for a student placement. The District's Special Education administration would like to contract with Oxbow Academy for the 2024-2025 school year to provide placement pursuant to students IEP (Individual Education Program). Approval is necessary to remain compliant with the IEP.

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

**FUNDING:** Expenses for 2024-2025 regular school year will not exceed \$69,630.00. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract with Residential Facility Oxbow Academy for the 2024-2025 School Year.

**Prepared by:** Jason Davis, Director of Special Education.



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** June 20, 2024  
**SUBJECT:** Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and Central School for the 2024-2025 School Year

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

**RATIONALE:** F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and they have proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily, for the 2024-2025 school year. They will provide behavior support, mentorship, restorative practices, counseling and tutoring for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

**FUNDING:** The cost, not to exceed \$120,000.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

**RECOMMENDATION:** Approve Agreement for Contract Services Faith in Action Community Education (F.A.C.E.S.) and Central School for the 2024 – 2025 School Year.

**Prepared by:** Mrs. April Jacobs, Central School Principal.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Behaviorist 7 hours per day to assist and support needs and ther achievement in the classroom.  
The FACES behaviorist will provide behavior support, restorative practices, positive development of academic skills, confidence. and  
tutoring services as needed.

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

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

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

- a. District shall pay \$ 90.00 per [ X ] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [ X ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [ X ] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 14, 2024, and shall terminate on May 31, 2024.

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



6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, April Jacobs, at (209) 830-3303 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ **WILL** ☐ **WILL NOT** have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

**AGREED:**

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

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 22, 2024  
**SUBJECT:** Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Wanda Hirsch Elementary School for the 2024-25 School Year

**BACKGROUND:** The Boys and Girls Clubs of Tracy has been providing after school services in the community at school sites for over 20 years. The Boys and Girls Club has been operating after school services at Hirsch Elementary School for several years. Hirsch Elementary School staff would like to partner with the Boys and Girls Club at Hirsch Elementary School to continue to provide after school services and now in addition, provide services during lunch recess, this would include structured activities and organized sports.

**RATIONALE:** Students need a safe place to go and positive activities to engage in, as part of their academic success. Hirsch Elementary School's partnership with the Boys and Girls Club provides a wealth of during and after school activities that are positive, academically enriching, team building, and community oriented. This supports District Strategic Goal 1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers, and District Strategic Goal 2: Provide a safe and equitable learning environment for all students and staff.

**FUNDING:** Boys and Girls Club of Tracy will be paid \$13,500.00, funded through Title I funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Boys and Girls Club of Tracy and Hirsch Elementary School for the 2024-25 School Year.

**PREPARED BY:** Elisavet Barajas, Principal, Hirsch Elementary School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide activities, tutoring, reading, structured activities, and mentoring programs for all students. Supplies for these programs are also needed. In addition to the afterschool program, the Boys and Girls Club will have 3 staff members providing structured activities during lunch recess (12:00 - 1:00) five days per week.

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 days per week during lunch ( ) [ ] HOURS [x ] DAYS, under the terms of this agreement at the following location Wanda Hirsch Elementary.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 13,500 per [ ] HOUR [ ] DAY [x ] FLAT RATE, not to exceed a total of \$ 13,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [x ] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a [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 14, 2024, and shall terminate on June 30, 2025.

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

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Elisavet Barajas, at (209) 830-3212 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:

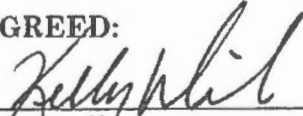
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm 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

CEO

Title

68-0028682  
IRS Identification Number

CEO  
Title

753 W. Lowell Ave  
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. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** June 17, 2024  
**SUBJECT:** Approve Agreement for Contract Services Between Faith in Action Community Education (F.A.C.E.S.) and North Elementary School for the 2024-2025 School Year

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

**RATIONALE:** F.A.C.E.S is a company who is a leader in their field. They have bilingual and diverse specialists who represent our student population and they have proven success impacting student behaviors. They will provide one tutor/behaviorist, 7 hours daily, for the 2024-2025 school year. They will provide behavior support, mentorship, restorative practices, counseling and tutoring for all students to assist in student success while overcoming academic challenges. This aligns with Strategic Goals #1 & #2 of our SPSA to prepare all students for college and career readiness and to provide a safe and equitable learning environment for all students and staff.

**FUNDING:** The cost, not to exceed \$120,000.00, will be paid for through the California Community Schools Partnership Program (CCSPP) grant.

**RECOMMENDATION:** Approve Agreement for Contract Services Faith in Action Community Education (F.A.C.E.S.) North Elementary School for the 2024 – 2025 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide a Behaviorist 7 hours per day to assist and support needs and ther achievement in the classroom.  
The FACES behaviorist will provide behavior support, restorative practices, positive development of academic skills, confidence. and  
tutoring services as needed.

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

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

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

- a. District shall pay \$ 90.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 120,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ N/A for the term of this agreement.
- c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on August 14, 2024, and shall terminate on May 31, 2024.

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



6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Susan Hawkins, at (209) 830-3050 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_

83-0818579

IRS Identification Number \_\_\_\_\_

Title \_\_\_\_\_

401 E Main Street

Address \_\_\_\_\_

Stockton, CA 95262

Tracy Unified School District

Date \_\_\_\_\_

Account Number to be Charged \_\_\_\_\_

Department/Site Approval \_\_\_\_\_

Budget Approval \_\_\_\_\_

Date Approved by the Board \_\_\_\_\_



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** June 13, 2024  
**SUBJECT:** Approve Agreement for Special Contract Services Between Parent Institute for Quality Education (PIQE) and North School for the 2024-2025 School Year

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

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

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

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) and North School for the 2024-2025 School Year.

**Prepared by:** Mrs. Susan Hawkins, Principal, North School.

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

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

1. Contractor shall perform the following duties: Provide 75 minute sessions via ZOOM to educate parents and increase parent involvement at North School for the 2024/2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 day per week for 7 weeks ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location North School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 12,500 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ NA for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 28, 2024, and shall terminate on October 16, 2024.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.



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

Contractor agrees to hold harmless and to indemnify District for:

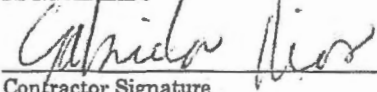
Any injury to person or property sustained by Contractor or by any person, firm or corporation employed directly or indirectly by the Contractor or by any of the individuals participating in or associated with him or her, however caused; and any injury to person or property sustained by any person, firm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

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

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

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

**AGREED:**

 E.D.  
Contractor Signature Title  
33-0259359  
IRS Identification Number  
Executive Director  
Title  
3641 Mitchell Suite H  
Address  
Ceres, CA 95307  
(209) 238-9496

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





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 24, 2024  
**SUBJECT:** Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program During the 2024-2025 School Year

**BACKGROUND:** Tracy Unified School District provides mental health services to students whose emotional state is posing as a barrier to their academic performance and overall well-being. Social and emotional intervention in the school setting is necessary and needed for students with a clinical diagnosis for a mental health disorder, for students undergoing a crisis and/or for those who have unresolved emotional issues affecting their ability to learn.

**RATIONALE:** Social and emotional intervention is a part of the multi-tiered system of support that the district uses to navigate student success. Tier 2 and 3 interventions for behavior involve targeted and intensive behavioral health services to those who are struggling to meet academic attendance, or behavioral standards within the school setting. Students benefit greatly from having behavioral health clinicians on school site campuses, and TUSD relies on this service to aid in its support of students who struggle with emotional issues during the school year. TUSD will contract with F.A.C.E.S. to provide targeted and intensive behavioral health intervention for the TUSD School Readiness Preschool Program using California State Preschool Program funding. This effort supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals. The TUSD Agreement for Special Contract Services between the School Readiness Preschool Program and F.A.C.E.S. is attached here as a separate cover.

**FUNDING:** The total cost for contracting F.A.C.E.S. to provide Mental Health Services to the TUSD School Readiness Preschool Program will not exceed \$130,000.00. This funding will be paid with California State Preschool Program Funds.



**RECOMMENDATION:** Approve Agreement for Special Contract Services with Faith in Action Community Education Services (F.A.C.E.S.) to Provide Mental Health Services to the TUSD School Readiness Preschool Program During the 2024-2025 School Year.

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

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide Mental Health Services for the School Readiness Preschool Program serving students located at Hirsch, North, South West Park, and Villalovoz Preschools during the 2024-2025 school year. One counselor to provide services at all preschool locations at an hourly rate of \$110.00 per hour/\$715.00 per day (6.5 hours per day, 5 days a week) for a total of upto 180 days, not to exceed \$130,000 for the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 180 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Hirsch, North, SW Park, Villalovoz PreK.
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 \$ 130,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 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 19, 2024, and shall terminate on May 29, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Rocio Garcia, at (209) 830-3294, x1507 with any questions regarding performance of the services outlined above. District's designee shall determine if and when Contractor has completed the services described.
8. Contractor enters into this Agreement as an independent contractor and not as an employee of the District. The Contractor shall have no power or authority by this Agreement to bind the District in any respect except as provided herein. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the District. The District shall not be obligated in any way to pay any wage claims or other claims made against Contractor by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Agreement.
  - a. CONTRACTOR shall be required to provide proof (Certificate of Insurance) of comprehensive general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) combined single limit per occurrence; two million dollars (\$2,000,000.00) general aggregate. A separate additional insured endorsement shall be provided to include the DISTRICT and its officers, officials, employees, agents and volunteers as additional insured in the policy. It is agreed that insurance coverage provided by CONTRACTOR herein is endorsed as primary and noncontributory to any similar insurance or self-insurance carried by DISTRICT. The DISTRICT reserves the right to adjust its insurance requirements as needed.
  - b. Contractor ☒ WILL ☐ WILL NOT have significant contact with students. If applicable, proof of professional liability insurance, to include one million dollars (\$1,000,000.00) per occurrence for Sexual Abuse/Molestation is also required. If applicable, CONTRACTOR will comply with the provisions of Education Code 45125 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the CONTRACTOR and/or its employees.

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

Contractor Signature	Title
83-0818579	
IRS Identification Number	
Faith in Action Community Education Services	
Title	
401 E. Main Street	
Address	
Stockton, CA 95202	

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 13, 2024  
**SUBJECT:** Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2024-2025 School Year

**BACKGROUND:** The Tracy Unified School District (TUSD) has offered parenting classes and parent outreach workshops to families, as a supportive service in previous years. 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 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 these services at no cost to TUSD.

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Catholic Charities of the Diocese of Stockton for the 2024-2025 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 during the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 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 September 1, 2024, and shall terminate on June 30, 2025.

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

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

Martha Arevalos  
Contractor Signature Title  
94-1629114  
IRS Identification Number  
Executive Director  
Title  
6777 Embarcadero Drive  
Address  
Stockton, CA 95219

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 24, 2024  
**SUBJECT:** Approve Agreement for Special Contract Services with Chest of Hope for the 2024-2025 School Year

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

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

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

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Chest of Hope for the 2024-2025 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: To provide participants with a variety of tools and skills to encourage a healthy lifestyle and parenting. Over a course of 6 weeks, viewers will have the opportunity to learn about child development, child maltreatment, positive and negative nurturing, child safety, teaching responsibility, and self-care during the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 1 - 1.5 ( ) [X] HOURS [ ] DAYS, under the terms of this agreement at the following location All TUSD Schools.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$0.00 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$0.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$0.00 for the term of this agreement.
  - c. District shall make payment on a [X] MONTHLY PROGRESS BASIS [ ] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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



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

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

**AGREED:**

Contractor Signature	Title
<hr/>	
IRS Identification Number	
<hr/>	
Title	
<hr/>	
Address	
<hr/>	
<hr/>	

Tracy Unified School District
<hr/>
Date
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Account Number to be Charged
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Department/Site Approval
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Budget Approval
<hr/>
Date Approved by the Board
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## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 24, 2024  
**SUBJECT:** **Approve Agreement for Contract Services with Sow A Seed to Provide Anger Management Classes to Students during the 2024-2025 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. This intervention meets the need of students experiencing anger and frustration that may result to physical altercations.

**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 evidence-based Stress and Conflict Management interactive course that will target cognitive restructuring, social skills development, a goal-setting workshop, and problem-solving skills development. This intervention 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 (5) six-week cycles of Sow A Seed, Stress and Conflict Management six-week course will not exceed \$5,688.00 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 2024-2025 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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: Provide Stress and Conflict Management classes to students for a total of four (4) six-week sessions during the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 36 ( ) [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 \$ 158 per [X] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 5,688.00. 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 September 1, 2024, and shall terminate on June 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

\_\_\_\_\_  
Contractor Signature Title

\_\_\_\_\_  
IRS Identification Number

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Tracy Unified School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Account Number to be Charged

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 18, 2024  
**SUBJECT:** Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc for the 2024 - 2025 School Year

**BACKGROUND:** Special Education students may require Speech & Language Pathologists (SLP) and Speech & Language Pathologist Assistants (SLPA), Occupational Therapists (OT), and/or Special Education teacher, Certified Occupational Therapy Assistant (COTA), Para's, Bus Aides and a LVN as part of their Individual Education Plan (IEP). These providers help improve student's academic development skills. Many of our Special Day class students have SLP/SLPA, OT, and Para services written into their IEP and several more are awaiting assessments. Approval is necessary to remain compliant with the IEP.

**RATIONALE:** This ratification is due to receiving contractor documentation behind schedule. Unfilled TUSD Special Education teacher vacancies require contractors to fill these positions making it necessary to provide services through a contract arrangement. 360 Degree Customer, Inc. will provide Special Education Teachers and licensed SLP/SLPA and OT to provide services to students at their school sites. This agenda request supports District Strategic Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or careers; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** Expenses for the 2024-2025 regular school year and related services will not exceed \$6,200,000.00. Special Education contract expenses are funded through 602 funding for Special Education, budgeted in account 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with 360 Degree Customer, Inc. for the 2024-2025 School Year.

**Prepared by:** Jason Davis, Director of Special Education.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 360 Degree Customer, Inc., hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: \_\_\_\_\_  
Contractor shall provide Staffing for Speech, and Language Pathologists (SLP), Speech and Language Pathologist Assistants (SLPA)  
Occupational Therapists (OT), Certified Occupational Therapy Assistant (COTA), Para's, Bus Aides, Special Education Teachers,  
American Sign Language (ASL) Interpreter and a LVN.  
\_\_\_\_\_  
\_\_\_\_\_  
  
Contractor shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in this paragraph (1) AND OR [the attached hereto and incorporated herein by this reference as Exhibit "A".] This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in the Agreement shall govern over conflicting provisions contained in the exhibits to the Agreement.
2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 ( ) | **HOURS** | ☒ **DAYS**, under the terms of this agreement at the following location District Wide.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$ 59.00/hr - \$135.00/hr per ☒ **HOUR** | ☐ **DAY** | ☐ **FLAT RATE**, not to exceed a total of \$ 6,200,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District ☐ **SHALL** | ☒ **SHALL NOT** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
  - c. District shall make payment on a ☐ **MONTHLY PROGRESS BASIS** | ☒ **SINGLE PAYMENT UPON COMPLETION OF THE DUTIES** and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on July 1, 2024, and shall terminate on June 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.



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

Contractor agrees to hold harmless and to indemnify District for:

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

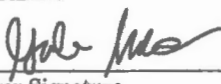
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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



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

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

**AGREED:**

  
\_\_\_\_\_  
Contractor Signature Title  
01-0822463  
\_\_\_\_\_  
IRS Identification Number  
Director  
\_\_\_\_\_  
Title  
473 sapena ct 7  
\_\_\_\_\_  
Address  
Santa clara ca-95054  
\_\_\_\_\_  
\_\_\_\_\_

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 10, 2024  
**SUBJECT:** Ratify Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 School Year

**BACKGROUND:** Board approval is requested to ratify the agreement for special contract services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC, due to an increase in the hourly rate. The District's Special Education administration would like to contract with Speech Pathology Assessment and Intervention Services PC, SPAIS PC for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

**FUNDING:** Expenses for 2024-2025 regular school year and related services will not exceed \$250,000.00. Special Education contract expenses are funded through 602 funding for Special Education and budgeted in account 01-6500-0-5770-1110-5800-800-2542.

**RECOMMENDATION:** Ratify Agreement for Special Contract Services with Speech Pathology Assessment and Intervention Services PC, SPAIS PC Center for the 2024-2025 School Year.

**Prepared by:** Jason Davis, Director of Special Education.

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

**AGREEMENT FOR SPECIAL CONTRACT SERVICES**

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and Speech Pathology Assessment and Intervention Services PC (SPAIS PC), hereinafter referred to as "Contractor," is for consultant or special services to be performed by a non-employee of the District. District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties: Provide Speech and Language Pathologists (SLPs) and Speech and Language Pathology Assistants (SLPAs) for the purpose of providing assessment and services per students' Individual Education Plans (IEPs)

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 200 ( ) | | HOURS | ☒ | DAYS, under the terms of this agreement at the following location \_\_\_\_\_.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
- a. District shall pay \$ 936 per | | HOUR | ☒ | DAY | | FLAT RATE, not to exceed a total of \$ \$250,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District | | SHALL | ☒ | SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ 0 for the term of this agreement.
- c. District shall make payment on a | ☒ | MONTHLY PROGRESS BASIS | | SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on 07/01/2024, and shall terminate on 06/30/2025.
5. This agreement may be terminated at any time during the term by either party upon Thirty (30) days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

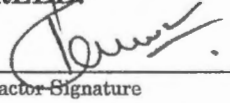
9. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without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



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

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

AGREED:

  
Contractor Signature  
PRESIDENT  
Title  
47-5060297  
IRS Identification Number  
RAMU KUKKUNURU, President  
Title  
PO Box 994  
Address  
TRACY  
CA 95378.

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 16, 2024  
**SUBJECT:** Ratify Master Contract with Non-Public School (NPS) Stockton Educational Center for the 2024-2025 School Year

**BACKGROUND:** Board approval is requested to contract for Non-Public School (NPS) placement of Special Education students at Stockton Education Center (SEC). Ratification is necessary at this time due to contractor submitting documentation late and students starting before the agenda is approved. The District's Special Education administration would like to contract with Stockton Educational (SEC) Center for the 2024-2025 school year to provide placement pursuant to students and their IEP. Approval is necessary to remain compliant with the IEP.

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

**FUNDING:** Expenses for this contract will not exceed \$1,200,000.00 for the 2024-2025 school year. Special Education contract expenses are funded through 602 funding for Special education, budgeted in account 01-6500-5750-1180-5800-800-2542.

**RECOMMENDATION:** Ratify Master Contract with Non-Public School (NPS) Stockton Education Center for the 2024-2025 School Year.

**Prepared by:** Jason Davis, Director of Special Education.





## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 17, 2024  
**SUBJECT:** Approve Agreement for Contract Services between Faith in Action Community Education Services and Tracy Charter School for the 2024-25 School Year

**BACKGROUND:** Faith in Action Community Education Services (F.A.C.E.S) is an organization which seeks to rebuild our community's faith in the educational system through extraordinary educational services. They provide extensive social emotional counseling, behavior services, and support for diverse students. The services provide mentorship, behavior supports, and positive development of social skills, as well as restorative practices.

**RATIONALE:** FACES is a company who is a leader in their field. They have bilingual and diverse mental health specialists who represent our student population and proven success impacting student behaviors. They will provide 2 intervention specialists, 5 hours daily for the 2024-25 school year. There is no cap on the number of students they can service. They will provide academic and SEL services that include mentorship and academic support. They will work with students who are failing academically and need additional support in the classroom.

This aligns with Strategic Goal #2 of our SPSA to Provide a safe and equitable learning environment for all students and staff through the development of a culture based on positive and supportive relationships.

**FUNDING:** FACES will be paid \$143,100, funded through Learning Recovery Grant and Title 1 funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Faith in Action Community Education Services and Tracy Charter School for the 2024-25 School Year.

**PREPARED BY:** Annabelle Lee, Principal, Tracy Charter School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Provide 2 intervention specialists to assist and support students  
The specialists will provide 5 hours of services per day. will work with students in both in person and on-line,  
assisting them with class work. Services will not be limited to a specific number of students as long as the caseload is within the  
capacity of the Intervention Specialist.
- 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 159 ( ) [ ] HOURS [x] DAYS, under the terms of this agreement at the following location Tracy Charter School, 1904 I.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$90 per [x] HOUR [ ] DAY [ ] FLAT RATE, not to exceed a total of \$ 143,100. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - b. District [ ] SHALL [x] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$ n/a for the term of this agreement.
  - c. District shall make payment on a [xx] 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 26, 2024, and shall terminate on May 16, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

**AGREED:**

	<b>CEO</b>
Contractor Signature	Title
Joshua Brown	
IRS Identification Number	
83-0818579	
Title	
CEO and Director of Services	
Address	
401 East Main Street Stockton, CA 95202	

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 31, 2024  
**SUBJECT:** Ratify Agreement for Contract Services between Houghton Mifflin Harcourt and Williams Middle School for the 2024-2025 School Year

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

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

**FUNDING:** Title 1 Funds will cover license fees and subscriptions for 30 students and 1 teacher for \$3270.

**RECOMMENDATION:** Ratify Agreement for Contract Services between Houghton Mifflin Harcourt and Williams Middle School for the 2024-2025 School Year.

**Prepared by:** Jenny Hoffman, Williams Middle School Principal.





# Houghton Mifflin Harcourt

Proposal #009048059

Prepared For

**Earl E Williams Middle School**

Attention:

Jenny Hoffman

jhoffman@tusd.net

For the Purchase of:

**Read 180 on Ed**

Prepared By

Nancy Lawrie-Stuckey

nancy.lawrie-stuckey@hmc.co.com

**Please submit this proposal with your purchase order.**

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

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

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

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

Attention:  
Jenny Hoffman  
jhoffman@tusd.net

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

**HMH Confidential and Proprietary**

009048059

Sold:0000327019 Ship:0000230417

Page 1 of 3

**Please submit this form with your purchase order**



# Proposal for Earl E Williams Middle School

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Stage B</u></b>					
<b>Student Licenses</b>					
1866600 9780358937265	Read 180 on Ed Student Digital Subscription 1 Year Includes: Read 180 on Ed Student License 1 Year Implementation Success	\$109.00	30	\$3,270.00	
<b>Total for Student Licenses</b>		<b>\$3,270.00</b>			
<b>Teacher Licenses</b>					
1835546 9780358740643	Read 180 on Ed Teacher Digital Subscription 1 Year Includes: Read 180 on Ed Teacher License 1 Year Access to Teacher's Corner	\$299.00			1
<b>Total for Teacher Licenses</b>		<b>\$0.00</b>			
<b><u>Total for Stage B</u></b>		<b>\$3,270.00</b>			

<b>Total Savings:</b>	<b>\$299.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$3,270.00</b>
<b>Shipping &amp; Handling:</b>	<b>\$0.00</b>
<b>Sales Tax:</b>	<b>\$0.00</b>

---

<b>Total Cost of Proposal (PO Amount):</b>	<b>\$3,270.00</b>
--	-------------------

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

Attention:  
Jenny Hoffman  
jhoffman@tusd.net

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

HMH Confidential and Proprietary

009048059 Sold:0000327019 Ship:0000230417

Page 2 of 3

Please submit this form with your purchase order

**Proposal for  
Earl E Williams Middle School**

**Total Cost of Proposal (PO Amount): \$3,270.00**

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

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

<b>Ship to:</b> Earl E Williams Middle School 1600 Tennis Ln Tracy, CA 95376-5316	<b>Sold to:</b> Tracy USD 1875 W Lowell Ave Tracy, CA 95376-2291
--	---
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Destination.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

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

Date of Proposal: 6/10/2024

Proposal Expiration Date: 7/25/2024



**Houghton Mifflin Harcourt**

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

Attention:  
 Jenny Hoffman  
 jhoffman@tUSD.net

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

**HMH Confidential and Proprietary**

009048059 Sold:0000327019 Ship:0000230417

Page 3 of 3

Please submit this form with your purchase order



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 2, 2024  
**SUBJECT:** Approve Agreement for Contract Services for Suicide Awareness and Prevention Between Child Abuse Prevention Council and Williams Middle School 2024-2025 School Year

**BACKGROUND:** Child Abuse Prevention Council (CAPC) has previously worked with TUSD to offer the Yellow Ribbon Campaign, Safe Talk, and Depression Group Counseling. TUSD plans to renew CAPC services for the 2024-2025 school year. CAPC is offering to provide a digital citizenship and online bullying prevention program to students at Williams Middle school during the fall 2024. Here is what they are doing: The CAPC is implementing a nationwide campaign locally in partnership with the Human Services Agency. Designed by Prevent Child Abuse America, this campaign aims to bring awareness to child abuse and safety. We have developed a presentation featuring updated videos, interactive questions, and a compelling message to encourage students of all ages to be safe and STAY SAFE! The CAPC is united in our mission to educate children about their personal safety. Our Pinwheels of Prevention campaign goes beyond mere awareness. We strive to actively engage students in taking preventive measures against abuse and neglect. Through our P4P presentations, we aim to transform community perspectives on prevention and inspire active participation in the collective movement to stop child abuse before it starts. Our presentation features updated statistics, age-appropriate content, and thought-provoking discussion questions.

**RATIONALE:** Many social conflicts among middle school student stem from inappropriate use of online social media and texting. CAPC will provide an assembly to WMS Middle School students to address the topic of appropriate online interactions and digital citizenship. This assembly aligns with our SPSA goal #2: Provide a safe and equitable learning environment (Including decreasing chronic absenteeism and reducing suspension rates).

**FUNDING:** The Child Abuse Prevention Council is providing the presentation at no cost to TUSD.

**RECOMMENDATION:** Approve Agreement for Contract Services for Cyber Bullying and Digital Citizenship between Child Abuse Prevention Council and Williams Middle School for the 2024-2025 School Year.

**Prepared by:** Jenny Hoffman, Principal at Williams Middle School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and 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 a cyber-bullying and digital citizenship presentation to students at Williams Middle School during the 2024-2025 school year.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 2 ( ) [ ] HOURS [X] DAYS, under the terms of this agreement at the following location Williams Middle School.
3. In consideration of the services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - a. District shall pay \$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 [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.
4. The terms of the agreement shall commence on August 5, 2024, and shall terminate on June 30, 2025.
5. This agreement may be terminated at any time during the term by either party upon 30 days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jenny Hoffman, at (209) 830-3345 x5474 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:

*[Signature]*  
Contractor Signature  
*Development Director*  
Title  
94-2497046  
IRS Identification Number  
*Development Director*  
Title  
127 N. Sutter St.  
Address  
Stockton CA 95202

Tracy Unified School District

Date

Account Number to be Charged

Department/Site Approval

Budget Approval

Date Approved by the Board



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 2, 2024  
**SUBJECT:** Approve Service Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2024-2025 School Year

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

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

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

**RECOMMENDATION:** Approve Agreement for Special Contract Services with Parent Institute for Quality Education (PIQE) to Provide Training for Parents at Williams Middle School during the 2024-2025 School Year.

**Prepared by:** Jenny Hoffman, Principal, Williams Middle School.

# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

This agreement, by and between Tracy Unified School District, hereinafter referred to as "District," and PIQE

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

1. Contractor shall perform the following duties: PIQE will provide weekly training for Williams Middle School Parents to develop skills and techniques to address the educational needs of their school aged children. Meetings will take place over zoom, except for the Principal Dialogue and the Graduation ceremony, which will be in person.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of \_\_\_\_\_ ( ) [ ] HOURS [ 14 ] DAYS, under the terms of this agreement at the following location Williams Middle School.

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

- a. District shall pay \$12,500.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$12,500. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [X] SHALL NOT reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services, including: mileage, meals and lodging in the District, with rates not to exceed those currently in effect for employees of the District. Reimbursement of expenses shall not exceed \$NA for the term of this agreement.
- c. District shall make payment on a [ ] MONTHLY PROGRESS BASIS [X] SINGLE PAYMENT UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District. Original paid receipts are required for lodging, air fare (passenger coupon or ticket stub), automobile rental, and parking. Claims for unusual expenses, such as teaching materials, photocopying, etc., must be accompanied by original paid invoices.

4. The terms of the agreement shall commence on 08/15/2024, and shall terminate on 05/31/2025.

5. This agreement may be terminated at any time during the term by either party upon 7 \_\_\_\_\_ days' written notice of termination delivered by certified mail, return receipt requested.

6. Amendments, changes or modifications in the terms of this Agreement may only be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.
7. Contractor shall contact the District's designee, Jenny Hoffman, at (209) 830-3345 x5474 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:**

	ED
Contractor Signature	Title
<hr/>	
IRS Identification Number	
33-0259359	
<hr/>	
Title	
Executive Director	
<hr/>	
Address	
3641 Mitchell Rd Ste H	
<hr/>	
Ceres ca 95307	
<hr/>	

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



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Rob Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 2, 2024  
**SUBJECT:** Ratify Agreement for Contract Services between Scholastic Magazine and Williams Middle School to Provide Supplemental Resources for Math, Science and LA/ELD for the 2024-2025 School Year

**BACKGROUND:** Williams Middle School teachers identified scholastic magazine as a supplemental resource for the 2024/2025 school year. Language Arts (Grade 6 & ELD), Math, & Science (Grades 6) teachers identified the supplemental resources to build proficiency in science, math, and language goals. Williams Middle School school-wide data indicates that students have room for improvement. Using scholastic magazine as a supplemental resource in the areas of language arts, math, and science can aide our students in closing the achievement and learning gap and help move us forward during the 2024/2025 school year.

**RATIONALE:** Scholastic Science, Scholastic Math, and Scholastic Scope (ELA) offer teachers a supplemental resource to focus on reading and writing in all subject areas. All identified supplemental resources provide teachers relevant content for students to engage in. All content is aligned to common core, state standards and/or NGSS. All content also focuses on language development, reading comprehension, writing, math skills, problem-solving skills, using technology and test preparation.

**FUNDING:** The cost, not to exceed \$6500.00 will be paid from Targeted Funds.

**RECOMMENDATION:** Ratify Agreement for Contract Services between Scholastic Magazine and Williams Middle School to Provide supplemental resources for Math, Science and ELA/ELD for the 2024-2025 School Year.

**Prepared by:** Jen Hoffman, Williams Middle School Principal.



## SCHOLASTIC CLASSROOM MAGAZINES 2024-2025 QUOTATION

WILLIAMS MIDDLE SCHOOL (95376003)  
JENNY HOFFMAN  
1600 TENNIS LN  
TRACY, CA 95376-5316

P.O. #

Teacher Name	Item #	Product Title	Promo	Quantity	Price	Ext. Price
MIGUEL ROMO	048	MATH	8255	225	\$8.49	\$1,910.25
MIGUEL ROMO	040	SCIENCE WORLD	8255	150	\$9.99	\$1,498.50
MIGUEL ROMO	050	SCOPE	8255	225	\$9.99	\$2,247.75
			Total Quantity	600	<b>Subtotal</b>	\$5,656.50
(S+H):						\$565.66
<b>Price Total:</b>						<b>\$6,222.16</b>

Sales tax added to invoices where required by law

Prices shown reflect an Educator's Discount, available on Print with Digital subscriptions when ordering for 10\* or more students and on Digital-Only subscriptions for 20 or more students. Print with Digital orders include student copies, desk copy, Teacher's Guide, and online resources with every issue. You may adjust the number of subscriptions later if your class size changes. Science Spin is not available separately. It is only available as an add-on to Let's Find Out and/or Scholastic News subscriptions, in matching quantities.

\*For 5 or more students when ordering My Big World, Let's Find Out, and/or Let's Find Out Spanish.

You are authorized to distribute online access only to the number of students for whom you have purchased subscriptions. You are not permitted to share passwords, access codes, or any login information with non-subscribers. A 10% shipping and handling charge will be added to your entire order for all Print with Digital subscriptions.

### Additional Comments

### Order Instructions

**You can use this quote as a place holder for your budget or to generate your purchase order.**

When orders are final, bill ( ) Teachers ( ) School ( ) District Send invoice attention: \_\_\_\_\_

For your protection, please do not include credit card information in writing. If you wish to order using a credit card, please order by phone using the number below.

**To order by telephone:** 1-800-387-1437 ext.6251 **To order by fax:** 1-877-242-5865.

**To order via email:** [eprocurement@scholastic.com](mailto:eprocurement@scholastic.com)

**To order by mail, note any quantity changes and send this form to:**

Scholastic Classroom Magazines  
Attn: Debbie Coffland  
2315 Dean Street, Suite 600  
St. Charles, IL 60175

Prices Quoted are Valid for 30 Days.



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 2, 2024  
**SUBJECT:** Ratify Agreement for Contract Services between SCUTA and Williams Middle School to Provide Licensing for the 2024-2025 School Year

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

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

**FUNDING:** The cost, not to exceed \$1500.00, will be paid from Title I funds.

**RECOMMENDATION:** Ratify Agreement for Contract Services between SCUTA and Williams Middle School to Provide Licensing for the 2024-2025 School Year.

**Prepared by:** Jen Hoffman, Williams Middle School Principal.

**SEND PAYMENTS TO:**

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

**Attn : Jenny Hoffman**  
**TRACY HIGH**  
**School Counselor**  
**jhoffman@tusd.net**  
**949- 87-4-4190**  
**Friday, 7th June 2024**

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

**Quote**

Licensing Period: 7/1/24 - 7/1/25	Quantity	Annual Cost	Total
SCUTA Pro	0	\$195	\$0.00
SCUTA Max	3	\$250	\$750.00
+ Outlook	0	\$95	\$0.00
+ Google Calendar	0	\$95	\$0.00
+ Appointments	0	\$95	\$0.00
+ ISCA Model 2.0	0	\$95	\$0.00
+ RAMP	3	\$95	\$285.00
+ Survey	3	\$95	\$285.00
<b>Total Amount</b>			<b>\$1,320.00</b>
Discount		0%	-\$0.00
Taxes (Non Profit)			0.00
<b>Total Amount Due (Net 30)</b>			<b>\$1,320.00</b>
<b>10% Discount if paid by 7/17/24</b>		<b>-\$132.00</b>	<b>\$1,188.00</b>

Please feel free to contact me if you have any questions, comments or feedback.

Thank you,



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

Single/Sole Source document: Single/Sole Source

Download our W9: zLabs-SCUTA-W9

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

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



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Dr. Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 31, 2024  
**SUBJECT:** **Approve Agreement for Contract Services with Sow A Seed to Facilitate Too Good for Drugs” Curriculum Per the Substance Use Disorder Plan (SUDP) Tier 1 Intervention for the 2024-2025 School Year**

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

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

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

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

**FUNDING:** The total cost for six (6) eight-week cycles of “Too Good for Drugs” curriculum will not exceed \$18,000.00. Services will be paid for with the Substance Abuse Prevention and Treatment Block Grant through SJCOE.

**RECOMMENDATION:** Approve Agreement for Contract Services with Sow A Seed to Facilitate “Too Good for Drugs” Curriculum Per the Substance Use Disorder Plan (SUDP) Tier 1 Intervention for the 2024-2025 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.



# TRACY UNIFIED SCHOOL DISTRICT

1875 W. Lowell Ave., Tracy, California 95376

## AGREEMENT FOR SPECIAL CONTRACT SERVICES

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

1. Contractor shall perform the following duties: Facilitate "Too Good for Drugs" curriculum to students in grades 5-7 during after school hours as a voluntary Tier 1 intervention, per the Substance Use Disorder Plan (SUDP), for a total of six (6) eight-week sessions during the 2024-2025 school year. The schools that receive access to these services are as follows: Bohn, Freiler, Hirsch, Kelly, Monte Vista, North, Poet & Williams. Invoices will be paid with proof of services through a collection of student attendance.

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

2. Contractor will provide the above services(s), as outlined in Paragraph 1, for a period of up to a total of 216 ( ) [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 \$ 18,000.00 per [ ] HOUR [ ] DAY [X] FLAT RATE, not to exceed a total of \$ 18,000.00. Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
- b. District [ ] SHALL [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 September 1, 2024, and shall terminate on May 30, 2025.

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

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

Contractor agrees to hold harmless and to indemnify District for:

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

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

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

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

#### AGREED:

Contractor Signature \_\_\_\_\_ Title \_\_\_\_\_

IRS Identification Number \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Tracy Unified School District \_\_\_\_\_

Date \_\_\_\_\_

Account Number to be Charged \_\_\_\_\_

Department/Site Approval \_\_\_\_\_

Budget Approval \_\_\_\_\_

Date Approved by the Board \_\_\_\_\_



## EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** August 1, 2024  
**SUBJECT:** Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for the 2024-2025 School Year

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

**RATIONALE:** Social and emotional interventions are a part of the multi-tiered system of supports, which TUSD uses as a framework to navigate student success. Tier 2 and 3 interventions are targeted and intensive behavioral health services for students who are struggling to meet academic, attendance, and/or behavioral standards within a school setting. TUSD will contract with Community Medical Centers to provide school-based mental health counseling to Tracy Independent Study Charter School. This effort is in alignment with TUSD's LCAP Goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and /or career goals; and Goal #3: Apply fiscal operational and community resource to ensure a safe learning environment that supports staff and students.

**FUNDING:** The total cost for Community Medical Centers services will not exceed \$18,720.00. Services will be paid for using TUSD LCAP funds.

**RECOMMENDATION:** Approve Agreement for Contract Services between Community Medical Centers and Tracy Independent Study Charter School for the 2024-25 School Year.

**Prepared by:** Samia Basravi, Coordinator of Prevention Services.



**AGREEMENT FOR SPECIAL CONTRACT SERVICES**  
**2024 - 2025 School Year Mental Health Services**

This agreement, by and between Tracy Unified School District, with a principal address of 1875 W. Lowell Avenue, Tracy, CA 95376 (hereinafter "District") and Community Medical Centers, Inc. (CMC), a California non-profit corporation with a principal address of 7210 Murray Drive, Stockton, CA 95210 (hereinafter "Contractor"), (hereinafter individually "Party" or jointly "Parties"), is for consultant or special services to be performed by a non-employee of the District.

District and Contractor, herein named, do mutually agree to the following terms and conditions:

1. Contractor shall perform the following duties:
  - A. Provide school-based mental health services during the 2024 -2025 School Year to be held August 19, 2024 to June 30, 2025 per the dates, hours, and locations specified on Exhibit A, Tracy Unified School District/Community Medical Centers 2024/2025 School Year Mental Health Schedule, attached hereto and incorporated herein by this reference.
  - B. Submit a monthly Mental Health Referral Log and a Student Log for each school site along with monthly invoices.
  - C. Ensure that Contractor's Providers must be a Marriage Family Therapist (MFT), Master of Social Work (MSW) interns, Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), or a registered Associate with the Board of Behavioral Sciences (BBS).

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

2. In consideration of the Services performed by Contractor, District shall pay Contractor according to the following fee schedule:
  - A. District shall pay Contractor a total of Eighteen thousand seven hundred and twentydollars (\$18,720.00). Contractor shall only be paid for work completed to the satisfaction of District through the termination date of this agreement.
  - B. District **shall not** reimburse Contractor for out-of-pocket expenses incurred during Contractor's performance of the services..
  - C. District shall make payment on MONTHLY BASIS UPON COMPLETION OF THE DUTIES and within thirty (30) working days from Contractor's presentation of a detailed invoice or on a claim form provided by District.
3. The terms of the agreement shall commence on August 19, 2024, and shall terminate on June 30, 2025.

This agreement may be terminated at any time during the term by either party upon thirty (30) days' written notice to the other party. .

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

Contractor agrees to hold harmless and to indemnify District for any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injuries or damages are directly caused by an acts or omissions of Contractor, its officers, agents or employees. The duty to defend and the duty to indemnify are separate and distinct obligations. Contractor will not defend the District.
7. This Agreement is for the personal services of the Contractor and Contractor may not assign the performance of the services to any person or persons who are not parties to this Agreement except for employees of Contractor. None of the services covered by this Agreement shall be subcontracted without the prior written consent of the District, which will not be unreasonably withheld. Contractor shall be as fully responsible to the District for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Contractor.
8. Contractor certifies that their current employer, if any, is fully cognizant of this Agreement and that payments hereunder are not in conflict with any federal, state, or local statutes, rules or regulations or



with any policies of Contractor's current employer. Contractor covenants that neither it, nor any of its employees, agents, contractors or subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Agreement, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Contractor shall make all disclosures required by the District's conflict of interest code in accordance with the category designated by the District, unless the District determines in writing that Contractor's duties are more limited in scope than is warranted by the category designated by the District code and that a narrower disclosure category should apply. Contractor also agrees to make disclosure in compliance with the District conflict of interest code if, at any time after the execution of this Agreement, District determines and notifies Contractor in writing that Contractor's duties under this Agreement warrant greater disclosure by Contractor than was originally contemplated. Contractor shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the District.

9. All medical records are the property of Contractor, and information from patient records may be shared only with the written approval of the patient or their legal parent or guardian in accordance with federal and state laws and regulations.
10. Contractor shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
11. Contractor shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.
12. Subject to Section 9, contractor shall maintain and make available for inspection by the District and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Contractor.

**AGREED:**

**Contractor:** Community Medical Centers, Inc.

**District:** Tracy Unified School District

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name/Title:** Christine Noguera, CEO

**Name/Title:** \_\_\_\_\_

**Federal ID No.:** 94-2437106

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_  
Department/Site Approval

\_\_\_\_\_  
Budget Approval

\_\_\_\_\_  
Date Approved by the Board

**Exhibit A**  
**Tracy Unified School District/Community Medical Centers, Inc.**  
**2024 – 2025 School Year Mental Health Schedule**

<b>SCHOOL SITE</b>	<b>NUMBER OF DAYS OF SERVICE PER WEEK</b>	<b>TOTAL HOURS FOR THE YEAR</b>
Tracy Independent Study Charter School	1	234



# HUMAN RESOURCES MEMORANDUM

TO: Dr. Robert Pecot, Superintendent  
FROM: Tammy Jalique, Associate Superintendent of Human Resources  
DATE: July 31, 2024  
RE: **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>
Boswell, Zachary Director of Curriculum & Accountability	DEC	06/30/2024	Accepted Position
Butler, Shorei Counselor	WHS	06/30/2024	Accepted Position
Perez Serna, Flor Middle School Secretary	WMS	6/30/2024	Personal
Quintana, Erin Director of Professional Learning & Curriculum	DEC	06/30/2024	Accepted Position
Theall, Stephen Principal	AFS	07/08/2024	Accepted Position
Riley, Maureen Assistant Principal	AFS	07/22/2024	Accepted Position

**BACKGROUND:****CERTIFICATED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Anaya, Olga Teacher	PCES	06/26/2024	Personal
Boyal, Scott Teacher	THS	06/28/2024	Personal
Moren, Aaron Teacher	KHS	06/30/2024	Personal
Sanchez, Denise Teacher	SWPES	06/30/2024	Accepted Position
Pearlman, Anamarie Teacher	MVMS	06/30/2024	Accepted Position
Wong, Crystal Teacher	KHS	06/26/2024	Personal

**BACKGROUND:****CERTIFICATED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Avila, Dana Teacher	WHS	06/03/2024	Retirement
Nelson, Alex Teacher	WHS	06/30/2024	Retirement

**BACKGROUND:****CLASSIFIED RETIREMENTS**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE DATE</u>	<u>REASON</u>
Salud, Robert Utility Person III	MOT	07/731/2024	Retirement

**BACKGROUND:****CLASSIFIED RESIGNATION**

<u>NAME/TITLE</u>	<u>SITE</u>	<u>EFFECTIVE</u>	<u>REASON</u>
Anguiano Hernandez, Diana Para Educator II	SWPES	7/16/2024	Accepted Position
Byrd, Rudie High School Library Technician	THS	6/7/2024	Personal
Cerrillos, Rafael Utility Person III	MOT	8/4/2024	Accepted Position
Hammudi, Lubna Para Educator I	Stein	8/4/2024	Accepted Position
Johnson, Scott Utility Person III	MOT	8/4/2024	Accepted Position
Mendoza, Jonathan Utility Person III	MOT	8/4/2024	Accepted Position
Samayoa-Baten, Shaneen Para Educator I	GKES	8/4/2024	Accepted Position
Shull, Kaycee Para Educator I	JES	07/15/2024	Personal
Smiley, Danielle Para Educator II	CES	07/03/2024	Personal
Smiley, Paige Special Education Para Educator	SWP	8/4/2024	Accepted Position
Stokes, Jenean School Supervision	JES	08/01/2024	Accepted Position
Szlendak, Brittany Para Educator I	PES	06/28/2024	Personal
Valles, Van Utility Person II	MOT	06/12/2024	Personal
Vilangot Nhalil, Anjala Para Educator II	WMS	06/30/2024	Accepted Position
Warne, Christine Utility Person III	MOT	8/4/2024	Accepted Position

Woodard, Jayne  
Clerk Typist I

JES

8/1/2024

Accepted Position

**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:** Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** July 31, 2024  
**SUBJECT:** Approve Classified, Certificated, and/or Management Employment

**BACKGROUND:**

Boswell, Zachary

Brawley, Patricia

Butler, Shorei

Espindola, Julissa

Fernandez-Fernandez, Nancy

**MANAGEMENT/CLASSIFIED  
CONFIDENTIAL**

DEC/Educational Services  
Associate Superintendent for Educational Services  
(Replacement)  
LME 63, Step D - \$193,784.00  
Fund: 75% General, 25% Targeted SES

DEC/Special Education  
Speech Language Pathologist (New)  
LMP 8, Step B - \$100,348.00  
Fund: Special Education

West High School  
High School Head Counselor (Replacement)  
LMP 11, Step F - \$126,565.00  
Fund: General

DEC/Special Education  
School Psychologist (New)  
LMP 8, Class D - \$112,120.44  
Fund: Special Education

DEC/Special Education  
Speech Language Pathologist (New)  
LMP 8, Step C - \$105,192.00  
Fund: Special Education

Martinez, Jeanette	DEC/Special Education Speech Language Pathologist (New) LMP 8, Step E - \$115,248.00 Fund: Special Education
Pearlman, Anamarie	Monte Vista Middle School Counselor (.50 FTE) (Replacement) LMP 5, Step A - \$46,812.00 Fund: General
Pouliot, Tiffany	Alternative Ed High School Site Secretary (Replacement) Stein Continuation High School/Duncan Russell LMH 8, Step B - \$31.24 per hour
Quintana, Erin	DEC/Curriculum & Accountability Director of Curriculum & Accountability (Replacement) LME 58, Step E - \$184,291.00 Fund: General
Riley, Maureen	Art Freiler School Principal (Replacement) LME 54, Step E - \$168,297.00 Fund: 80% General, 20% ELOP
Sanchez, Denise	South/West Park Elementary School Assistant Principal (Replacement) LME 51, Step B - \$125,808.00 Fund: 80% General, 20% ELOP
Shreesha, Laxmi	DEC/Special Education Speech Language Pathologist (New) LMP 8, Step H - \$135,265.00 Fund: Special Education
Theall, Stephen Jr.	DEC/Professional Learning & Curriculum Director of Professional Learning & Curriculum (Replacement) LME 58, Step E - \$184,291.00 Fund: Targeted SES

#### **BACKGROUND:**

Allen, Alyssa

#### **CERTIFICATED**

George Kelly School  
Music (Replacement)  
"A", Class I, Step 1 - \$62,197.00  
Fund: General

Anguiano Hernandez, Diana	North/South/West Park Elementary School RSP TK-8 (New) "A", Class I, Step 1 - \$65,452.00 Fund: Special Education
Baranowitz, Jill	West High School RSP 9-12 (Replacement) "B" Class III, Step 20 - \$90,775.00 Fund: Special Education
Boggs, Gayle	Kimball High School RSP 9-12 (Replacement) "A", Class I, Step 1 - \$65,452.00 Fund: Special Education
Christensen, Kalyan	Hirsch Elementary School 5 <sup>th</sup> Grade (Replacement) "A", Class I, Step 1 - \$62,197.00 Fund: General - Unrestricted
Dakshinamurthy, Indumathy	McKinley/Jacobson Elementary School RSP TK-5 (New) "B", Class VI, Step 1 - \$72,148.00 Fund: Special Education
Davis-Castro, Joseph	West High School Music (Replacement) "A" Class V, Step 9 - \$86,847.00 Fund: General
Foley, Katelyn	Hirsch Elementary School 4 <sup>th</sup> Grade (Replacement) "B", Class III, Step 1 - \$65,113.00 Fund: General – Unrestricted
Gul, Mahnoor	South/West Park Elementary School 5 <sup>th</sup> Grade (Replacement) "A", Class I, Step 1 - \$61,861.00 Fund: General
Hawkins, Natalie	McKinley Elementary School 1 <sup>st</sup> Grade (Replacement) "B", Class III, Step 1 - \$65,113.00 Fund: General
Heinrich, Janae	West High School RSP 9-12 (Replacement) "B" Class VI, Step 7 - \$91,268.00 Fund: Special Education

Herberth, Cassidy	George Kelly School 3 <sup>rd</sup> Grade (Replacement) "A" Class I, Step 1 - \$62,197.00 Fund: General
Hernandez, Cassandra	Villalovoz Elementary School Kindergarten (Replacement) "A" Class I, Step 1 - \$62,197.00 Fund: General
Kaufmann, Jordan	Poet-Christian School 1 <sup>st</sup> Grade (Replacement) "A" Class II, Step 1 - \$62,197.00 Fund: General
Kearby, Jordan	Duncan-Russell Community Day School ELA/Social Science/Elective (Replacement) "B", Class VI, Step 6 - \$82,731.00 Fund: Targeted SES
Laister, Julie	Kimball High School RSP 9-12 (Replacement) "B" Class VI, Step 36 - \$126,187.00 Fund: Special Education
McCuen, Cecily	West High School RSP 9-12 (Replacement) "A" Class II, Step 8 - \$73,011.00 Fund: Special Education
Mehra, Shobha	Tracy High School Biology (Replacement) "A" Class I, Step 1 - \$62,197.00 Fund: General
Nelson, Ashley	West High School Agriculture (Replacement) "A" Class I, Step 4 - \$62,197.00 Fund: General
Ortega Ramirez, Ariel	West High School Spanish (Replacement) "A" Class I, Step 1 - \$62,197.00 Fund: General
Rio, Macey	Hirsch Elementary School 2 <sup>nd</sup> Grade (Replacement) "A", Class I, Step 1 - \$62,197.00 Fund: General - Unrestricted

Rivera-Cruz, Giarelys	Jacobson Elementary School Kindergarten (Replacement) "A", Class III, Step 1 - \$62,197.00 Fund: General - Unrestricted
Robles, Nellie	Jacobson Elementary School Kindergarten (Replacement) "B", Class III, Step 1 - \$65,113.00 Fund: General
Shivkumar, Lakshmi	West High School Mathematics (Replacement) "B" Class VI, Step 4 - \$79,664.00 Fund: General
Silva, Yohi	Poet-Christian School SDC 6-8 Gr. Mild/Mod. (New) "A" Class I, Step 1 - \$65,452.00 Fund: Special Education
Snively, Ronald	Kimball High School RSP 9-12 (Replacement) "A" Class I, Step 1 - \$65,098.00 Fund: Special Education
Soto Vazquez, Sergio	Central Elementary School SDC 3-4 Gr. Mild/Mod. (Replacement) "A" Class I, Step 1 - \$65,452.00 Fund: Special Education
Swartz, Thomas	Tracy High School Social Science (Replacement) "B" Class VI, Step 18 - \$112,559.00 Fund: General
Vathambachari Marudhachal, Sreedhevi	Central/Villalovoz Elementary RSP TK-5 (New) "A", Class IV, Step 1 - \$67,855.00 Fund: Special Education
Vazquez Vigil, Gabriela	South/West Park Elementary School 2 <sup>nd</sup> Grade Bilingual (Replacement) "A", Class II, Step 1 - \$64,600.00 Fund: General
Vilangot Nhalil, Anjala	West High School RSP 9-12 (Replacement) "A", Class III, Step 1 - \$65,452.00 Fund: Special Education

Wesely, Jonathan

West High School  
Physics (Replacement)  
"A" Class I, Step 1 - \$62,197.00  
Fund: General

**BACKGROUND:**

**CLASSIFIED**

Brink, William

ISET Technician III (Replacement)  
ISET  
Range 58, Step C - \$45.20 per hour  
Fund: General Fund

Cerrillos, Rafael

Bus Driver (New)  
Transportation  
Range 38, Step E - \$30.97 per hour  
Fund: 30% Home-to-School Transportation  
70% Special Education Transportation

Davi, Maureen

Para Educator I (New)  
Villalovoz Preschool  
Range 24, Step E - \$22.30 per hour  
Fund: Child Care& DEV-GAIN MRKT SRVY

Decker, Sophia

Special Education Para Educator (New)  
George Kelly School  
Range 27, Step B - \$20.77 per hour  
Fund: Special Education

Hallman, Jessica

Bilingual Para Educator (New)  
Villalovoz Preschool  
Range 24, Step E - \$20.99 per hour  
Fund: Child Care& DEV-GAIN MRKT SRVY

Hammudi, Lubna

Para Educator II (New)  
Stein  
Range 30, Step E - \$25.64 per hour  
Fund: Special Education

Hernandez Espinoza,  
Jasmine

Preschool Instructor (New)  
Hirsch Preschool  
Range 30, Step D - \$24.49  
Fund: Child Care& DEV-GAIN MRKT SRVY

Johnson, Scott

Bus Driver (New)  
Transportation  
Range 38, Step E - \$30.97 per hour  
Fund: 30% Home-to-School Transportation  
70% Special Education Transportation



Lim, Josephine	Food Service Worker (Replacement) Kimball High School Range 25, Step C - \$20.77 Fund: Child Nutrition – School Program
Manzo, Maribel	High School Attendance Secretary (New) Stein Continuation High School/Duncan Russell Community Day School Range 31, Step E - \$26.28 Fund: Targeted SES
Martinez, Kathlin	Special Education Para Educator (Replacement) Villalovoz Elementary School Range 27, Step B - \$20.77 Fund: SP ED – IDEA BAS GRNT ENTL
Martinez, Meriyiah	Special Education Para Educator (Replacement) North School Range 27, Step C - \$21.81 Fund: Special Education
Mendoza, Jonathan	Bus Driver (New) Transportation Range 38, Step E - \$30.97 per hour Fund: 30% Home-to-School Transportation 70% Special Education Transportation
Mota, Daniel	Groundskeeper I (Replacement) MOT Range 33, Step C - \$25.08 per hour Fund: Ongoing and Major Maintenance
Nuno, Benjamin	Utility Person III (Replacement) Grounds/MOT Range 38, Step C - \$28.19 per hour Fund: 50% General Fund 50% Special Ed Transportation
Reynoso, Adriana	Para Educator I (Replacement) Central Elementary Range 24, Step A - \$18.53 per hour Fund: Targeted EL
Samayoa-Baten, Shaneen	Preschool Instructor (Replacement) Villalovoz Preschool Range 30, Step D - \$24.49 per hour Fund: Childcare and Development

Seymour, Vanessa	Special Education Para Educator (Replacement) Central Elementary School Range 27, Step C - \$21.81 Fund: Special Education
Siegel, Patricia	Food Service Worker (Replacement) Bohn Elementary Range 25, Step B - \$19.89 per hour Fund: Child Nutrition – School Program
Smiley, Paige	IEP Para Educator (Replacement) Villalovoz Elementary Range 24, Step D - \$21.29 per hour Fund: Special Education
Stokes, Jenean	School Supervision Assistant (Replacement) George Kelly School Range 21, Step E - \$20.77 Fund: General Fund
Warne, Christine	Bus Driver (New) Transportation Range 38, Step E - \$30.97 per hour Fund: 30% Home-to-School Transportation 70% Special Education Transportation
Woodard, Jayne	Para Educator I (Replacement) Bohn Elementary Range 24, Step E - \$22.30 per hour Fund: General
Zaveri, Nancy	School Supervision Assistant (Replacement) Hirsch Elementary Range 21, Step B - \$18.13 per hour Fund: General Fund

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

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



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. For Human Resources  
**DATE:** June 13, 2024  
**RE:** **Approve Education Specialist, Counseling, Teaching and Administrative Interns Agreement with University of San Francisco**

**BACKGROUND:** Tracy Unified School District currently employs interns through several colleges and universities. This has aided the District in increasing the number of candidates that are available for teaching, school counseling, and administrative positions within the district. A contract between University of San Francisco and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from August 13, 2024 through June 30, 2029.

**RATIONALE:** By approving this agreement, the District will expand its pool of applicants for Teaching and School Counseling positions. This agenda item meets strategic Goal 2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential.

**FUNDING:** None.

**RECOMMENDATION:** Approve Education Specialist, Counseling, Teaching and Administrative Interns Agreement with University of San Francisco.

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

**UNIVERSITY OF SAN FRANCISCO SCHOOL OF EDUCATION  
MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
TO PROVIDE EDUCATION SPECIALISTS, COUNSELING, TEACHING AND  
ADMINISTRATIVE INTERNS**

This Memorandum of Understanding and Agreement to Provide Education Specialists, Counseling and Teaching Interns ("Agreement"), is entered into this 13<sup>th</sup> day of August 2024 by and between the University of San Francisco ("University") and Tracy Unified School District ("District").

**RECITALS**

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement does not exceed the actual cost to District of the services rendered by District.

**TERMS**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

**I. DISTRICT RESPONSIBILITIES**

**A. Education Specialists** - District shall provide experience for education specialists in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives may agree upon. Supervision evaluation includes a 3-way evaluation at the end of each semester of the placement in the District. This evaluation includes the District administrator, University supervisor, and teacher candidate. Because the University's program is a continuous on-the-job credential pathway, District shall provide a Support Provider (DSP) for each teacher candidate during the two years of placement.

District shall employ USF teacher candidates placed in District in full-time paid positions as mild/moderate education specialists during the term of their employment. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said candidates' withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

**B. School Counselors** - District shall employ USF interns placed in District in full-time paid positions as school counselors during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

"Counseling" as used in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

**C. General Education** - District shall employ USF interns placed in District in full-time paid positions as classroom teachers during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

"Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

**D.** District may, for good cause, refuse to accept for supervised education specialists, counseling or teaching internships, any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

**E.** District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from the Department of Justice and Federal Bureau of Investigation.

District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 49406 to University students to provide evidence of a negative tuberculosis test performed within 60 days of their start date.

**F.** The assignment of a student of University to teach or counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to the District, and the University student is accepted by the assigned district site administrator.

**G.** Based on the adopted Intern and Supervision pre-service requirements for English Learner content, District shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

## II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach or counsel in the schools or classes of District shall be at the discretion of University and shall be for a maximum period of two academic years. University may give students more than one assignment to work in such schools or classes.

B. University agrees that University students working as education specialists or counseling or teaching interns within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

C. No intern salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.

D. Before assigning students to the District, the University shall instruct such students on applicable state and federal law relating to unlawful discrimination, sexual harassment, and mandated reporting of child abuse.

E. Based on the adopted Intern and Supervision pre-service requirements for English Learner content, University shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

## I. COMPENSATION

A. University shall pay District's Educational Specialists for all services required to be performed by District under this Agreement, financial compensation for serving as District Support Providers at the rate of one hundred twenty-five dollars (\$125.00) per student, during the official full-time student teaching portion of the program), within District, said payment to be distributed among the Support Provider(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall furnish payment directly to District Support Provider(s).

## IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.



## V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate with endorsement, for bodily injury, personal injury, and property damage, endorsed to name the other party to the contract as additional insured, including proof of Sexual Molestations Coverage of \$1,000,000 with endorsement. The District reserves the right to increase the minimum insurance requirements upon the recommendation of the District's Risk Management Department. Must also list the "Certificate Holder" as follows:

Tracy Unified School District  
1875 W Lowell Ave  
Tracy, CA 95376

Workers' Compensation coverage with statutory limits, subrogation to be part of this coverage; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

An **Additional Insured Endorsement** (Form Number CG 2026- Additional Insured- Owners, Lessee, or Contractors, Schedule Person or Organization or its direct equivalent) **must** accompany the Certificate of Liability Insurance. Please note the following:

List the "Additional Insured" as follows:

**Tracy Unified School District, its Governing Board, its Officers, its Agents, its Employees, and its Volunteers are named as additional insured with the respects to Liability.**

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

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

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

## VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

## **VII. GENERAL PROVISIONS**

**A. Term of Agreement.** The term of this Agreement shall commence on the 13<sup>th</sup> day of August 2024 and shall terminate on the 30<sup>th</sup> day of June 2029.

**B. Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

**C. Entire Agreement; Modification.** This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

**D. Applicable Law.** The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

**E. Severability.** In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

**F. Confidentiality.** Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean  
USF School of Education  
2130 Fulton Street  
San Francisco, CA 94117

With a copy to:

General Counsel  
University of San Francisco  
101 Howard Street, Suite 200  
San Francisco, CA 94105

To District:

Tracy Unified School District  
Attn: Antonia Velasco  
1875 W. Lowell Ave.  
Tracy, CA 95376

H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex/gender (including pregnancy), gender identity, gender expression, sexual orientation, marital status, medical condition, genetic information, military or veteran status, or mental or physical disability and otherwise as required by applicable law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

By:   
Rebecca Hong, Ed.D.

Vice Provost

Title

07/12/2024

Date

Tracy Unified School District

By: \_\_\_\_\_  
Name (Signature)

Tammy Jalique

Name (Print)

Assoc. Supt. for HR

Title

\_\_\_\_\_  
Date

## Appendix A

### Preservice Preparation and Support and Supervision Requirements for the Multiple Subject, Single Subject, and Education Specialist Internship Credentials

In April 2013, the Commission on Teacher Credentialing (CTC) revised program standards to strengthen preparation of teacher candidates to teach English Learners and the general support and supervision that must be provided to all interns (PSA 13-06). Fieldwork experience support and supervision will increase from approximately 6-8 hours to 20 hours per month. Candidates who enter the intern program with a current English Learner (EL) Authorization or have a passing score on the CTEL are not required to complete the additional preservice EL requirement. The following support activities will be tracked by the candidate and approved by the program sponsor:

#### District Level responsibilities:

- District mentors must be identified by the employer prior to an intern assuming daily teaching responsibilities who meets the Commission's minimum qualifications:
  - a) hold a valid corresponding Clear or Life credential
  - b) 3 years of successful teaching experience
  - c) EL Authorization (for those responsible for providing EL support)
- District mentor support (Master Teacher equivalent) (6-8 hours)
- District/school sponsored professional learning community – provide release time for district meetings and professional development activities, as well as, time to observe other teachers in their classrooms (3-4 hours)


#### University level responsibilities:

- USF fieldwork supervisor and program staff visits (4-6 hours)
- Candidate fieldwork video analysis conducted by USF faculty (2 hours)
- Provide seminars and online modules that support intern's professional development (2 hours)

#### Joint University and District responsibility:

- English Learner (EL) support that will include but not limited to: coaching, planning, modeling, classroom assistance, curriculum, and effective teaching methodologies (4 hours)

University of San Francisco

By:   
\_\_\_\_\_  
Rebecca Hong, Ed.D.  
\_\_\_\_\_  
Vice Provost  
Title  
\_\_\_\_\_  
07/12/2024  
\_\_\_\_\_  
Date

Tracy Unified School District

By: \_\_\_\_\_  
Name (Signature)  
\_\_\_\_\_  
Tammy Jalique  
Name (Print)  
\_\_\_\_\_  
Assoc. Supt. for HR  
Title  
\_\_\_\_\_  
Date

## Appendix B

### Preservice Preparation and Support and Supervision Requirements for the Education Specialist Internship Credentials

In 2018, the Commission on Teacher Credentialing (CTC) outlined new guidelines in the CTC Education Specialist Program Standards and Teacher Performance Expectations (TPEs). These standards align with the California Standards for the Teaching Profession (CSTP), with the goal of improving teacher preparation experience of candidates. The following support activities will be tracked by the candidate and approved by the program sponsor:

#### District Level responsibilities:

- Sites selected should have a fully qualified mentor teacher/district support provider (DSP) with an appropriate like credential and a fully qualified site administrator.
- A DSP must be identified and assigned within the first two weeks of employment at the given district/site.
- The DSP holds a Clear Education Specialist Credential for which they are providing supervision and have a minimum of three years of Birth to age 22 teaching experience.
- The DSP must have demonstrated exemplary teaching practices as determined by the employer and the preparation program.
- Site administrator and DSP will have on-going correspondence with the USF assigned Fieldwork Supervisor.
- Site administrator will attend a 3-way evaluation meeting at the end of each semester with the candidate and USF Fieldwork Supervisor to discuss candidate performance related to the TPEs.
- DSP must provide a minimum of 5 hours/week of support and/or guidance. Support and guidance may include a variety of activities, including lesson-modeling; observation and coaching; co-planning and feedback on lesson planning; problem-solving regarding: instruction, classroom management, student access to curriculum, and other student-related issues; grade-level meetings, and email and phone conversations with a district-employed supervisor/DSP. Support and guidance can also be provided by grade level leads, department chairs and others appointed by administration.
- Interns need to have opportunities to participate in early field experience in experienced mentor classrooms in both general education and special education settings. Sites should plan to provide substitute coverage for candidates to complete some of the observations in person (approx. 20 hours each year).
- The teacher candidate may need support in sending and receiving signed consent from students and families, to video record teaching sessions for observational purposes, and to complete program requirements.

#### University level responsibilities:

- The program provides DSPs a minimum of 10 hours of professional development including initial orientation to the program curriculum, adult learning theory, and current content specific pedagogical and instructional practices, as well as effective supervision approaches such as cognitive coaching. DSPs must be able and willing to participate in the initial program orientation (2 hours) and additional professional development as needed. The DSP or district may submit appropriate documentation to waive 8 of the 10 required hours.

Joint University and District responsibility:

- The matching of the candidate and DSP must be a collaborative process between the school district and the program.

University of San Francisco

By:   
Rebecca Hong, Ed.D.

Vice Provost  
Title

07/12/2024  
Date

Tracy Unified School District

By: \_\_\_\_\_  
Name (Signature)

Tammy Jalique  
Name (Print)

Assoc. Supt. for HR  
Title

\_\_\_\_\_  
Date





## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** July 10, 2024  
**RE:** Approve Student Teacher Agreement with Hope International University

**BACKGROUND:** Tracy Unified School District currently employs interns through several colleges and universities. This has aided the District in increasing the number of candidates that are available for teaching and school counseling positions, within the district. A contract between Hope International University and Tracy Unified School District will expand options for meeting staffing needs. This Agreement will be effective from August 14, 2024, through June 30, 2029.

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

**FUNDING:** None.

**RECOMMENDATION:** Approve Student Teacher Agreement with Hope International University.

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

**Hope International University**

**of Fullerton, California**

**AGREEMENT**

THIS AGREEMENT entered this 14<sup>th</sup> day of August 2024, by and between Hope International University of Fullerton, California, hereinafter called the University, and Tracy Unified School District hereinafter called the district:

**Tracy Unified School District**

**WITNESSETH**

WHEREAS the governing board of any school district is authorized to enter into agreements with a state college, the University of California, or any other university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of such institutions; and:

**Tracy Unified School District**

WHEREAS any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between parties hereto that the payments to be made to the district under this agreement do not exceed the actual cost to the district of the services rendered by the district;

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

**I.**

The district shall provide teaching experience through practice teaching in schools and classes of the district in terms of a defined unit of time for students of the university possessing valid preliminary certificates and assigned by the University to practice teaching in schools or classes of

the district, and under the direct supervision and instruction of such employees of the district, as the University through their duly authorized representative may agree upon.

If either the District or the University concludes that a particular assignment is not beneficial to the elementary or secondary school class(es) involved, and/or the cooperating teaching, and/or the student teacher, that assignment may be terminated. If the District and the University mutually agree, another assignment within the district may be pursued.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the district holding valid credentials issued by the State Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes in which the practice teaching is provided.

Employees supervising practice teaching (a) shall have completed a minimum of three (3) years of satisfactory teaching in the subject(s) of the classes in which the practice teaching is to occur, and in teaching the age groups(s) represented in the class(es) in which practice teaching is to occur; and (b) shall have been recommended by the District for supervising practice teachers by virtue of exemplary teaching performance, knowledge of current trends in teaching of the subject(s) taught in classes in which practice teaching is to occur, and knowledge of the student population represented in the class(es) in which practice teaching is to occur; the mentor teacher will document the completion of 10 hours of training in areas required by CTC. The placement will actively use the CA Standards and be a technology rich learning environment and the district agrees to meet the Literacy Performance Assessment’s (LPA). Districts must have a recording policy in place to accommodate TPA video assessment(s). Mentors shall stay current with changing program requirements, including program alignment to the Literacy Standards and TPEs.

Each placement will have the access to focus students in the classroom for the student teacher to complete their Teaching Performance Assessments: an IEP, 504 or GATE student; an EL learner; a student from an underserved education group or group that needs to be served differently.

This contract also covers the pre-service observation hours that may be completed in your district within classrooms settings meeting the requirements listed above by the Commission for Teacher Credentialing.

## II.

The University will pay the supervising mentor directly according to the following schedule:

- A. For each candidate who spends a semester at a school, the school will receive \$100 for working with the candidate (For each half semester the school will receive \$50.)
- B. For each candidate who teaches for four (4) for five (5) weeks, the supervising mentor teacher will receive \$100.

- C. For each candidate who teaches for eight (8) to ten (10) weeks, the supervising mentor teacher will receive \$150.
- D. For each candidate who teaches for up to (12) weeks, the supervising mentor teacher will receive \$200.

"Unit of practice teaching" as used herein and elsewhere in this agreement shall mean the specified period assigned in the district to qualify for the practice teaching requirement by the University. It is understood that in each instance a unit must fall within the semester or school year calendar adopted by the district.

The number of units of practice teaching to be provided for each student of the University assigned to practice teaching under this agreement shall be determined by the University.

### III.

An assignment of a student of the University to practice teaching in schools or classes of the district ordinarily shall be for approximately four (4), five (5), eight (8), ten (10) or twelve (12) weeks.

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

A student of the University will provide verification and proof of a Certificate of Clearance issued by the State, fingerprint through district's livescan technician, a TB test completed 60 days prior to placement start date, and a current CPR/First Aid card. A student of the University will comply with said district's COVID policy for certificated employees.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the quarter units of practice teaching provided the student by the district.

### IV.

Within a reasonable time following the close of each quarter of the University shall pay the supervising teacher directly. The University will pay the amount pursuant to the laws of the State.

### V.

The term of this agreement shall commence on the 14<sup>th</sup> day of August 2024 and shall be ongoing until June 30<sup>th</sup> of 2029.

## VI.

The University or District may terminate the agreement date by giving at least thirty (30) days prior written notice.

## VII.

Notwithstanding any other provisions of this agreement, details such as maximum number of students, the defined unit of time, or the distribution of assignments of said students to training levels, shall be arranged for by and between the University and the District; it being understood that the District shall not be obligated to accept assignments of training students beyond the ability of the District, within their established training programs, to effectively provide services pursuant to this agreement; and further, that the University shall not be obligated to pay the District for services in any amount in excess of that provided for under the terms of this agreement.

## VIII.

Each of the parties to this agreement agrees to indemnify, defend, and save harmless the officers, agents, and employees of the other from all claims and losses accruing or resulting in connection with the performance of this agreement, and from all claims and losses accruing and resulting to any person, firm or corporation who may be injured or damaged by the actions arising directly out of the work to be performed pursuant to this agreement.

If any legal action is necessary to enforce the terms of this agreement or to settle a dispute concerning this agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief to which the party may be entitled to the extent awarded by the court.

## IX.

All workers' compensation insurance shall be at the cost of the University, and all premiums will be paid by the University.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their duly authorized offices the day and year first herein before written.

**Tracy Unified School District**

By: \_\_\_\_\_

Tammy Jalique

Title: Associate Superintendent for Human Resources

**HOPE INTERNATIONAL UNIVERSITY**

By: \_\_\_\_\_

Dr. Joyce Yang

Title- Dean College of Education





# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 30, 2024  
**SUBJECT:** Adopt Revised Board Policy 6146.1 High School Graduation Requirements/  
Standards of Proficiency

**BACKGROUND:** Existing Board Policies related to High School Graduation Requirements/ Standards of Proficiency are no longer current.

**RATIONALE:** The Tracy Unified School District (TUSD) needs to review, revise, and update current Board Policy 6146.1 High School Graduation Requirements/ Standards of Proficiency, to reflect updated language. This policy went to the Board for a second reading on June 11<sup>th</sup>, an error was found and we are sending it through for final approval.

**FUNDING:** There is no cost to the District.

**RECOMMENDATION:** Adopt Revised Board Policy 6146.1 High School Graduation Requirements/ Standards of Proficiency (Third Reading).

**Prepared by:** Zachary Boswell, Associate Superintendent of Educational Services.

## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

The Governing Board desires to prepare all students to successfully complete the high school course of study and obtain a diploma that represents their educational achievement and increases their opportunities for postsecondary education and employment.

District students shall complete graduation course requirements as specified in Education Code 51225.3. Unless exempted as provided in "Exemptions from District-Adopted Graduation Requirements," district students shall also complete other course requirements adopted by the Board. Students who are exempted from district-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

### Graduation Requirements from Tracy's Comprehensive High Schools

A student must complete 220 credits and will normally carry a minimum of thirty credits each semester while in school. Passing the California High School Exit Exam is required for graduation. Students must complete the total number of credits in each of the areas listed below:

English	40 credits
Social Studies	30 credits
Science	30 credits
Math	20 credits
Fine Arts or World Language	10 credits
Physical Education	20 credits
Required Course Total	150 credits
Elective Courses	70 credits
TOTAL	220 credits

For high school students graduating in 2025 and after, three years of science is to include one course in biology, one course in chemistry **or physics**, and one other science course.

All students must take and pass at least two years of math while enrolled in high school and one of the two classes must be Algebra I. This requirement may be completed prior to grade 9. Education Code 51224.5 clarifies that completion of algebra coursework prior to grade 9 may satisfy the algebra coursework requirement but does not exempt a student from the requirement to take at least two years of mathematics in grades 9-12.

Successful completion of an approved computer science course that is classified as a "category C" course based on the University of California (UC) and California State University (CSU) "A-G" admission requirements shall be counted toward the satisfaction of additional graduation requirements in mathematics. (Education Code 51225.3, 51225.35)

Adopted: 06.12.07

Revised: 06.12.18, 06.11.24

## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students shall not be required to have resided within the District for any minimum length of time as a condition of high school graduation (Ed Code 51411)

The Golden State Seal Merit Diploma shall be issued to eligible students who meet the criteria as set forth by the State Board of Education.

### **Exemptions from District-Adopted Graduation Requirements**

In addition, a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, or migrant student who transfers into the district or between district schools any time after completing the second year of high school, or a newly arrived immigrant student who is in the third or fourth year of high school and is participating in a newcomer program, shall be exempted from any graduation requirements adopted by the Board that are in addition to statewide course requirements. This exemption shall not apply if the Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of the fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student, or of the commencement of participation in a newcomer program, as applicable, the Superintendent or designee shall notify any eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

The Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program who is exempted from district-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

If a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or a newly arrived immigrant student participating in a newcomer program was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the person holding the right to make educational decisions for the student may request the exemption and the Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

Annually, the Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of student's graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from district-established graduation requirements that are in addition to statewide coursework requirements.

### Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, the district may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall consider any coursework that may have been completed outside of the U.S. or through online or virtual courses.

2. Were interned by order of the federal government during World War II or are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district high school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Are veterans who entered the military service of the U.S. while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school
4. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March

## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

1, 2020, and were unable to complete the statewide graduation requirements as a result of the COVID-19 crisis

### Honorary Diplomas

The Board may grant an honorary high school diploma to: (Education Code 51225.5)

1. An international exchange student who has not completed the course of study ordinarily required for graduation and who is returning to the student's home country following the completion of one academic school year in the district
2. A student who is terminally ill

The honorary diploma shall be clearly distinguishable from the regular diploma of graduation awarded by the district. (Education Code 51225.5)

### Limitations:

1. Except where specified, courses which are repeated earn credit one time only. In the instance where a course is repeated, the second set of grades will be included on the student's permanent record.
2. A maximum of 40 credits from any work experience education may be credited toward graduation requirements. Students may be enrolled in no more than two (2) periods of outside work experience.
3. A maximum of 40 credits of physical education may be credited toward graduation requirements.
4. Units of credit earned at all other accredited schools and correspondence schools may be transferred. Units from correspondence schools must have prior approval of the student's counselor and administrator.
5. By arrangement, and with prior approval, certain units earned concurrently at other institutions may also be accepted toward graduation. ROP/ROC classes and centers are examples, and more information can be obtained from the counseling staff.
6. Units of credit earned on independent contract study or home teaching must have prior approval of the student's counselor and administrator.
7. Units of credit earned at non-accredited schools may be accepted provided there is substantial supportive evidence that the units earned conform to the Carnegie standard of earned credit.

**HIGH SCHOOL GRADUATION REQUIREMENTS/  
STANDARDS OF PROFICIENCY**

8. Units of credit received through the Tracy Adult School must be earned concurrently and have prior approval of the student's counselor and the adult school administrator or designee to be applied toward graduation from high school.
9. Units of credit earned from an institution of higher learning; i.e., an accredited community college or a four (4) year college; may be considered for graduation only if the following criteria is met:
  - a. The student must be currently enrolled as a ninth grader, tenth grader, eleventh grader, or twelfth grader in high school during the time that the college classes are being taken.
  - b. The student must obtain prior written approval from the high school principal and the junior college/college involved in order for units of college credit to be applied toward high school graduation.
  - c. The student must be enrolled in at least four classes at high school during the semester he/she is concurrently enrolled.
  - d. A maximum of twenty (20) units from the higher institution of learning may be credited toward graduation from high school.
  - e. Consideration for credit transfer will not be granted to former students, who left high school before graduation, or who are not age appropriate for reenrollment.

**Early Graduation from Tracy's Comprehensive High Schools**

American government, economics, and English IV courses shall be primarily limited to twelfth grade students and to students who are age appropriate for twelfth grade. Enrollment of eleventh grade students in Senior required courses will be based on space availability, student grades and attendance, and the ability of the student to graduate early.

Early graduation petitions must be submitted to the site administration by September 10th of the school year that the student intends to graduate. Special consideration can be given

to hardship cases after the September 10th deadline. The petition must be signed by the student, parent/legal guardian, counselor, and school principal, and must include:

1. The rationale for the request to graduate early
2. An action plan for completing the required course work for early graduation
3. A complete record of the student's grades and credits earned to date
4. The attendance record for the student.



## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

Once completed, the petition to graduate early must be submitted to Student Services for review, then to the Board of Trustees for final approval.

Students who graduate at the end of the first semester will not be allowed to participate in second semester Senior activities. The student will be allowed to participate in the graduation ceremonies and post-graduation activities, subject to the approval of the principal. Students, who graduate early, must be in good behavior standing in order to participate in the graduation ceremony and any post-graduation activities.

### Standards of Proficiency

#### Graduation Requirements from George and Evelyn Stein Continuation High School

Students must earn 135 credits and complete all required subjects as outlined below. Credit requirements are:

#### Requirements

English .....	30 credits
Social Studies .....	30 credits
Science .....	20 credits
Math (including Algebra I or equivalent) .....	20 credits
Visual/Performing      Arts      or      World      Language	10 credits
Physical Education	N/A
Electives (Portfolio).....	25 credits
Total .....	135 credits

For high school students graduating in 2025 and after, three years of science is to include one course in biology, one course in chemistry, and one other science course.

#### Legal Reference:

#### EDUCATION CODE

State	Description
5 CCR 1600-1651	Graduation of students from grade 12 and credit toward graduation
5 CCR 4600-4670	Uniform complaint procedures
Ed. Code 220	<u>Prohibition of discrimination</u>
Ed. Code 47612	<u>Average daily attendance in charter school</u>
Ed. Code 48200	<u>Compulsory attendance</u>
Ed. Code 48204.4	<u>Parents/guardians departing California against their will</u>
Ed. Code 48412	<u>Certificate of proficiency</u>
Ed. Code 48430	<u>Continuation education schools and classes</u>

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

Ed. Code 48645.5	<u>Former juvenile court school students; enrollment</u>
Ed. Code 48980	<u>Parent/Guardian notifications</u>
Ed. Code 49701	<u>Provisions of the Interstate Compact on Educational Opportunities for Military Children</u>
Ed. Code 51224	<u>Skills and knowledge required for adult life</u>
Ed. Code 51224.5	<u>Algebra in course of study for grades 7-12</u>
Ed. Code 51225.1	<u>Exemption from district graduation requirements</u>
Ed. Code 51225.2	<u>Course credits</u>
Ed. Code 51225.3	<u>High school graduation requirements</u>
Ed. Code 51225.31	<u>Graduation exemption for students with disabilities</u>
Ed. Code 51225.35	<u>Mathematics course requirements; computer science</u>
Ed. Code 51225.36	<u>Instruction in sexual harassment and violence; districts that require health education for graduation</u>
Ed. Code 51225.5	<u>Honorary diplomas; foreign exchange and terminally ill students</u>
Ed. Code 51225.6	<u>Instruction in cardiopulmonary resuscitation; districts that require health education for graduation</u>
Ed. Code 51225.9	<u>Courses of study, grades 7 to 12; career technical education</u>
Ed. Code 51226.7	<u>Model curriculum in ethnic studies</u>
Ed. Code 51228	<u>Course of study; offerings and timely opportunity</u>
Ed. Code 51230	<u>Credit for community emergency response training</u>
Ed. Code 51240-51246	<u>Exemptions from requirements</u>
Ed. Code 51250-51251	<u>Assistance to military dependents</u>
Ed. Code 51410-51413	<u>Diplomas</u>
Ed. Code 51420-51427	<u>High school equivalency certificates</u>
Ed. Code 51430	<u>Retroactive high school diplomas</u>
Ed. Code 51440	<u>Credit and granting of diploma to veterans and members of the military service</u>
Ed. Code 51450-51455	<u>Golden State Seal Merit Diploma</u>
Ed. Code 51744-51749.6	<u>Independent study</u>
Ed. Code 56390-56392	<u>Recognition for educational achievement; special education</u>
Ed. Code 60640	<u>California Assessment of Student Performance and Progress</u>
Ed. Code 66204	<u>Certification of high school courses as meeting university admission criteria</u>
Ed. Code 67386	<u>Student safety; affirmative consent standard</u>
<b>Management Resources</b>	<b>Description</b>
Court Decision	O'Connell v. Superior Court (Valenzuela) (2006) 141 Cal.App.4th 1452
Website	<u>CSBA District and County Office of Education Legal Services</u>
Website	<u>California Department of Education, High School</u>
Website	<u>University of California, List of Approved A-G Courses</u>
Website	<u>CSBA</u>

**Cross References****Code**

0460

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

**Description**Local Control And Accountability Plan

## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

0460	<u>Local Control And Accountability Plan</u>
0470	<u>COVID-19 Mitigation Plan</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
4112.2	<u>Certification</u>
4112.2	<u>Certification</u>
5113.2	<u>Work Permits</u>
5113.2	<u>Work Permits</u>
5126	<u>Awards For Achievement</u>
5126	<u>Awards For Achievement</u>
5127	<u>Graduation Ceremonies And Activities</u>
5145.6	<u>Parent/Guardian Notifications</u>
5145.6-E(1)	<u>Parent/Guardian Notifications</u>
5147	<u>Dropout Prevention</u>
6000	<u>Concepts And Roles</u>
6011	<u>Academic Standards</u>
6141	<u>Curriculum Development And Evaluation</u>
6141	<u>Curriculum Development And Evaluation</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.1	<u>Sexual Health And HIV/AIDS Prevention Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.2	<u>World Language Instruction</u>
6142.3	<u>Civic Education</u>
6142.4	<u>Service Learning/Community Service Classes</u>
6142.6	<u>Visual And Performing Arts Education</u>
6142.7	<u>Physical Education And Activity</u>
6142.7	<u>Physical Education And Activity</u>
6142.8	<u>Comprehensive Health Education</u>
6142.8	<u>Comprehensive Health Education</u>
6142.91	<u>Reading/Language Arts Instruction</u>
6142.92	<u>Mathematics Instruction</u>
6142.93	<u>Science Instruction</u>
6142.94	<u>History-Social Science Instruction</u>
6143	<u>Courses Of Study</u>
6143	<u>Courses Of Study</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145	<u>Extracurricular And Cocurricular Activities</u>
6145.2	<u>Athletic Competition</u>
6145.2	<u>Athletic Competition</u>
6145.6	<u>International Exchange</u>
6145.6	<u>International Exchange</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.11	<u>Alternative Credits Toward Graduation</u>
6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

## HIGH SCHOOL GRADUATION REQUIREMENTS/ STANDARDS OF PROFICIENCY

6146.2	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.2-E(1)	<u>Certificate Of Proficiency/High School Equivalency</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.3	<u>Reciprocity Of Academic Credit</u>
6146.4	<u>Differential Graduation And Competency Standards For Students With Disabilities</u>
6151	<u>Class Size</u>
6152.1	<u>Placement In Mathematics Courses</u>
6152.1	<u>Placement In Mathematics Courses</u>
6155	<u>Challenging Courses By Examination</u>
6155	<u>Challenging Courses By Examination</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6159	<u>Individualized Education Program</u>
6159	<u>Individualized Education Program</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6159.2	<u>Nonpublic, Nonsectarian School And Agency Services For Special Education</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
6162.5	<u>Student Assessment</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6172.1	<u>Concurrent Enrollment In College Classes</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173-E(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.2	<u>Education Of Children Of Military Families</u>
6173.3	<u>Education For Juvenile Court School Students</u>
6175	<u>Migrant Education Program</u>
6175	<u>Migrant Education Program</u>
6176	<u>Weekend/Saturday Classes</u>
6177	<u>Summer Learning Programs</u>
6178	<u>Career Technical Education</u>
6178	<u>Career Technical Education</u>
6178.1	<u>Work-Based Learning</u>
6178.1	<u>Work-Based Learning</u>
6178.2	<u>Regional Occupational Center/Program</u>
6179	<u>Supplemental Instruction</u>
6181	<u>Alternative Schools/Programs Of Choice</u>
6181	<u>Alternative Schools/Programs Of Choice</u>

TUSD Adopted: 06.12.07

TUSD Revised: 06.12.18, 06.11.24

**HIGH SCHOOL GRADUATION REQUIREMENTS/  
STANDARDS OF PROFICIENCY**

6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6200	<u>Adult Education</u>
6200	<u>Adult Education</u>
9000	<u>Role Of The Board</u>



# EDUCATIONAL SERVICES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Zachary Boswell, Associate Superintendent of Educational Services  
**DATE:** July 22, 2024  
**SUBJECT:** Approve Revised School Site Plan and Budget for 2024-2025 School Year

**BACKGROUND:** The 2024-25 School Site Plans and Budgets were approved by the school board in Spring 2024 as required by the Every Student Succeeds Act (ESSA). Upon examination of vendor quotes, anticipated expenses, and funding sources for resources there are proposed adjustments to the site budget.

**RATIONALE:** Changes of this nature require both individual School Site Council and Local Education Agency (LEA) Governing Board approval. These changes have been reviewed by District staff and were approved by the Williams Middle School Site Council during the month of July in order to meet site goals for student achievement and to reflect updated vendor quotes. The proposed changes are as follows: Reduce 1a4 by \$3000 since A-G Grant will cover this expense and add funds to 4a4 (\$2000) and 2b1 (\$1000). Reduce 1a3 from \$4500 to \$2000 based on the updated vendor quote. Add the additional resources to 1a18 for Professional Development Training for staff (\$1000) and to 1c2 AI Tools for Teachers (\$1000). Move 1a19 \$6000 CADA and ASB works from Title 1 to site funds, per requirements and reallocate site funds to total \$6957 for ASB Works. Remove 1c2 (MyPath) and 1c11 (Read 180) from site budget since these are being paid by district funds. Add \$3000 to 1a14 (Teacher Collaboration) and \$2000 1a15 (Leadership Team Collaboration). Move 4a2 \$3075 from site funds to Title 1 funds for Ricoh copier. Reduce 1b6 budget from \$5000 to \$4600 for ELD college field trip, and add \$400 to Scholastic budget 1a13 to cover the additional vendor quote. Add 4a4 Unforeseen expenses (supplies, professional development, parent engagement, etc) in the amount of \$7425.

These changes support District strategic goal #1: Prepare all students to be well-rounded individuals with the knowledge and skills to pursue their college and/or career goals and District strategic goal #3: apply fiscal, operation, and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** There is no additional cost for these revisions.

**RECOMMENDATION:** Approve Revised School Site Plan and Budget for the 2024-25 school year.

**Prepared by:** Jenny Hoffman, Principal, Williams Middle School.





## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Associate Superintendent of Human Resources  
**DATE:** July 29, 2024  
**RE:** Approve Revised Job Description for Coordinator of Prevention Services

**BACKGROUND:** The District continues the process of developing and updating job descriptions to ensure they accurately reflect current essential functions of the position, District requirements and any Federal or California Department of Education requirements. The Coordinator of Prevention Services job description revision will change the days of service from 200 to 225. This change will allow the Coordinator of Prevention Services to better serve our students by being present during both the traditional school year and the extended school year.

**RATIONALE:** This agenda item meets District Strategic Goal #2: Hire, support, develop, train, and sustain district employees who create a singleness of purpose focused on maximizing students' academic, social, and emotional potential; and District Strategic Goal #3: Apply fiscal, operational and community resources to ensure a safe learning environment that supports staff and student goals.

**FUNDING:** None.

**RECOMMENDATION:** Approve Revised Job Description for Coordinator of Prevention Services.

**Prepared by:** Tammy Jalique, Associate Superintendent of Human Resource.

## TRACY UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

**POSITION TITLE:** Coordinator of Prevention Services

**DEPARTMENT:** Student Services

**POSITION SUMMARY:** Under the general direction of the Director of Student Services and Curriculum, or his/her designee, the Coordinator of Prevention Services will develop and implement a drug prevention/intervention education program that will meet the needs of TK-12 students, parents, teachers, and community; foster relationships between the District, community organizations, students, their families and county and public agencies to create prevention and intervention opportunities for at-risk students; develop and update district procedures for addressing students in crisis.

### **ESSENTIAL FUNCTIONS:**

1. Develop, monitor and maintain effective district policies and programs for at-risk students.
2. Coordinate health related educational programs regarding substance abuse, maturation and communicable disease prevention for all students TK-12.
3. Coordinate Mental Health Prevention and Early Intervention Counseling services and programs including suicide awareness and prevention.
4. Coordinate and implement training for staff.
5. Coordinate a community resource directory and outreach program for the District.
6. Prepare reports and information for the Associate Superintendent for Educational Services and various state and federal agencies.
7. Supervise and coordinate TUSD Parent Liaison Program and evaluate Parent Liaison employees.
8. Plan, coordinate and implement strategies, curriculum and activities to involve parents of at-risk youth.
9. Research, plan, develop and implement prevention and intervention services and activities for at-risk youth.
10. Coordinate early intervention and mental health programs.
11. Serve as liaison for foster/homeless youth.
12. Develop and implement a Student Assistant program for early intervention of at-risk youth.
13. Serve on District and community committees, such as School Attendance Review Board, Prevention & Early Intervention County Committee, and others as needed.
14. Coordinate articulated communications with a variety of community services.
15. Research and implement new sources of funding and resources which meet the goals of the Prevention Services Program including budgeting and monitoring department funds.

16. Write grants and develop curriculum with respect to established District priorities, giving special emphasis to prevention and intervention education and related services.
17. Coordinate bi-annual California Healthy Kids Survey as required by the California Department of Education.
18. Maintain regular and prompt attendance in the workplace.
19. Perform other related duties as assigned.

#### **EDUCATION AND EXPERIENCE:**

bachelor's degree required, Marriage Family Therapist (MFT) or Master of Social Work (MSW) preferred, Licensed Clinical Social Worker (LCSW) or Licensed Marriage Family Therapist (LMFT) preferred. Experience in working directly with students who have substance abuse problems, mental health issues, foster and homeless youth and in setting up programs addressing prevention and early intervention services is preferred. Ability to assess student needs and pursue appropriate resources for students in crisis or at risk for both the family and/or school level.

#### **SKILLS AND QUALIFICATIONS:**

1. Ability to carry out oral and written direction; read and write at a level sufficient to fulfill the duties to be performed for the position described.
2. Possess leadership skills necessary to effectively conduct meetings/trainings.
3. Ability to operate a computer and knowledge of applicable software.
4. Knowledge of State and local education laws, codes and regulations.
5. Knowledge of Cognitive Behavior Therapy (CBT) interventions.
6. Maintain confidentiality on issues concerning program and students.
7. Communicate effectively both orally and in writing.
8. Analyze situations effectively and adopt an effective course of action.
9. Ability to establish and maintain cooperative working relationship with those contacted during the course of work.

#### **PHYSICAL REQUIREMENTS:**

**Employees in this position must be able/have the ability to:**

1. Sit for extended periods of time.
2. Enter data into a computer terminal and operate standard office equipment for extended periods of time.
3. See and read a computer screen and printed matter with or without vision aids.
4. Speak so that others may understand at normal levels and on the telephone with or without hearing aids.
5. Hear and understand at normal levels and on the telephone with or without hearing aids.
6. Stand and/or walk on hard and/or uneven surfaces for extended periods of time.
7. Bend, squat, stoop and/or climb for extended periods of time.

8. Reach overhead, grasp, push/pull up to 25 pounds for short distances.
9. Lift and/or carry up to 50 pounds at waist height for short distances.

**WORK ENVIRONMENT:**

Employees in this position will be required to work indoors in a standard office and/or classroom environment and come in direct contact with school site staff, students, parents, and the public. In addition, the Coordinator of Prevention Services must perform duties and responsibilities that occur outside school buildings and facilities on the school campus and at other program related activities and events.

**SALARY:** Leadership/Management Salary Schedule (LME), Range 32

**DAYS OF SERVICE:** ~~200 Days~~ 225 Days

Board Approval:   Elem. 3/30/93  
                          H.S. 4/27/93

Revised:           TUSD 4/98  
Revised:           TUSD 5/10/16  
Revised:           TUSD 11/8/16 (range only)  
Revised:           TUSD 8/27/19



## HUMAN RESOURCES MEMORANDUM

**TO:** Dr. Robert Pecot, Superintendent  
**FROM:** Tammy Jalique, Assoc. Supt. Of Human Resources  
**DATE:** August 1, 2024  
**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 2024-2025 school year, it has been determined that Tracy Unified School District has a need for a Variable Term Waiver in Administrative Services.

**FUNDING:** None.

**RECOMMENDATION:** Approve a Variable Term Waiver for Administrative Services.

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

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

**DECLARATION**

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

Kyle Link; Assistant Principal; Art Freiler School

Julie Wimberley; Program Specialist; Special Education

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Board President

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Board Vice President

Date: \_\_\_\_\_